

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): August 19, 2025

Regional Management Corp.

(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

979 Batesville Road, Suite B
Greer, South Carolina
(Address of Principal Executive Offices)

001-35477
(Commission File Number)

57-0847115
(IRS Employer
Identification No.)

29651
(Zip Code)

Registrant's Telephone Number, Including Area Code: (864) 448-7000

N/A
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, \$0.10 par value	RM	New York Stock Exchange

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Item 1.01 Entry into a Material Definitive Agreement.

Senior Revolving Credit Facility

On August 19, 2025, Regional Management Corp. (the “Company”) and certain of its subsidiaries entered into a Loan and Security Agreement (the “Loan Agreement”) with a syndicate of banks comprised of BMO Harris Financing, Inc., Banc of California, Texas Capital Bank, EverBank, N.A., and First Horizon Bank, with Bank of Montreal (“BMO”), as agent. The key aspects of the Loan Agreement are as follows: (i) a senior revolving credit facility of up to \$355.0 million, with an accordion provision allowing for expansion to \$420.0 million; (ii) maximum leverage under the Loan Agreement increased from 5.25x in the Prior Loan Agreement (as defined in Item 1.02 below) to 6.0x; (iii) interest rate spread under the Loan Agreement decreased from 310 basis points in the Prior Loan Agreement to 275 basis points; (iv) the eligibility and pledge of receivables originated by a bank partner upon the satisfaction of certain conditions; and (v) maturity in August 2028.

The Loan Agreement replaces the Company’s Prior Loan Agreement. The Loan Agreement provides for a senior revolving credit facility of up to \$355.0 million, with a borrowing base of up to 83% of eligible finance receivables, and up to 60% of finance receivables constituting eligible delinquent renewals, in each case, subject to adjustment at certain credit quality levels. The Loan Agreement also addresses amendments to and the incorporation of certain definitions relating to the eligibility and pledge of receivables originated by a bank partner upon the satisfaction of certain conditions. The Loan Agreement has an accordion provision that allows for the expansion of the senior revolving credit facility to up to \$420.0 million. Borrowings under the facility bear interest, payable monthly, at a rate equal to one-month SOFR, with a SOFR floor of 0.50%, plus a margin of 2.75%. The Company also pays an unused line fee of 0.90% per annum, payable monthly, when the daily average outstanding balance over a calendar month is less than 25% of the total credit facility. This unused line fee decreases to 0.70% when the daily average outstanding balance is less than 50% and greater than or equal to 25% of the total credit facility, further decreases to 0.50% when the daily average outstanding balance is less than 75% and greater than or equal to 50% of the total credit facility, and further decreases to 0.30% when the daily average outstanding balance is equal to or greater than 75% of the total credit facility. The senior revolving credit facility matures on August 19, 2028 and is collateralized by certain of the Company’s assets, including certain of its finance receivables and the equity interests of certain of its subsidiaries.

The Loan Agreement contains certain restrictive covenants, including maintenance of specified interest coverage ratios, debt ratios, and asset quality, and also contains restrictions on distributions, limitations on other indebtedness, and certain other restrictions. The Loan Agreement also contains customary events of default. If an event of default occurs and is continuing, the agent or the lenders holding more than 66-2/3% of the outstanding amount of the commitments and advances under the senior revolving credit facility (excluding defaulting lenders and including certain required lenders in certain circumstances) may accelerate amounts due under the Loan Agreement (except in the case of a bankruptcy or insolvency event of default, in which case such amounts shall automatically become due and payable).

For a complete description of the terms of the Loan Agreement, see Exhibit 10.1. The foregoing description is only a summary, does not purport to be complete, and is qualified in its entirety by reference to the full text of the Loan Agreement, which is incorporated by reference herein.

Warehouse Amendments

On August 19, 2025, the Company and its wholly-owned subsidiary, Regional Management Receivables IV, LLC (“RMR IV”), entered into the Amendment No. 7, dated as of August 19, 2025 (the “RMR IV Amendment”), by and among the Company, as servicer, RMR IV, as borrower, the lenders party thereto, Wells Fargo Bank, National Association (“Wells Fargo”), as administrative agent, and Computershare Trust Company, N.A. (as successor to Wells Fargo), acting through its Corporate Trust Services division, as account bank and backup servicer. The RMR IV Amendment amends the Credit Agreement, dated as of April 19, 2021 (the “RMR IV Credit Agreement”), by and among the Company, as servicer, RMR IV, as borrower, the lenders and agents from time to time parties thereto, Wells Fargo, as account bank and backup servicer, and Wells Fargo, as administrative agent. The RMR IV Credit Agreement was previously filed with the Securities and Exchange Commission (the “SEC”) by the Company as Exhibit 10.2 to the Current Report on Form 8-K filed April 20, 2021.

On August 19, 2025, the Company and its wholly-owned subsidiary, Regional Management Receivables V, LLC (“RMR V”), entered into the Amendment No. 7 to Credit Agreement, dated as of August 19, 2025 (the “RMR V Amendment”), by and among the Company, as servicer, RMR V, as borrower, the lenders from time to time parties thereto, JPMorgan Chase Bank, N.A., as administrative agent, and Computershare Trust Company, National Association, as successor by merger to Wells Fargo, acting through its Corporate Trust Services division, including its successors and permitted assigns, as account bank, securities intermediary and backup servicer. The RMR V Amendment amends the Credit Agreement, dated as of April 28, 2021 (the “RMR V Credit Agreement”), by and among the Company, as servicer, RMR V, as borrower, the lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and Wells Fargo, as account bank and backup servicer. The RMR V Credit Agreement was previously filed with the SEC by the Company as Exhibit 10.1 to the Current Report on Form 8-K filed April 29, 2021. The RMR V Amendment amends “debt to tangible net worth” as set forth in the financial covenant to be not greater than 6.00 to 1.0.

On August 19, 2025, the Company and its wholly-owned subsidiary, Regional Management Receivables VI, LLC (“RMR VI”),

entered into the Third Amendment to Credit Agreement, dated as of August 19, 2025 (the “[RMR VI Amendment](#)”), by and among the Company, as servicer, RMR VI, as borrower, the lenders parties thereto, and Regions Bank, as administrative agent and securities intermediary and Computershare Trust Company, N.A. as resigning securities intermediary. The RMR VI Amendment amends the Credit Agreement, dated as of February 2, 2023 (the “[RMR VI Credit Agreement](#)”), by and among the Company, as servicer, RMR VI, as borrower, the lenders and agents from time to time parties thereto, Regions Bank, as administrative agent, and Computershare Trust Company, N.A., as securities intermediary and backup servicer. The RMR VI Credit Agreement was previously filed with the SEC by the Company as Exhibit 10.1 to the Current Report on Form 8-K filed February 8, 2023.

On August 19, 2025, the Company and its wholly-owned subsidiary, Regional Management Receivables VII, LLC (“[RMR VII](#)”), entered into the Third Amendment to Credit Agreement, dated as of August 19, 2025 (the “[RMR VII Amendment](#)”, together with the RMR IV Amendment, the RMR V Amendment, and the RMR VI Amendment, each a “[Warehouse Amendment](#)” and, collectively, the “[Warehouse Amendments](#)”), by and among the Company, as servicer, RMR VII, as borrower, the lenders parties thereto, and BMO Capital Markets Corp., as administrative agent. The RMR VII Amendment amends the Credit Agreement, dated as of April 3, 2023 (the “[RMR VII Credit Agreement](#)”, together with the RMR IV Credit Agreement, the RMR V Credit Agreement and the RMR VI Credit Agreement, each a “[Warehouse Credit Agreement](#)” and, collectively, the “[Warehouse Credit Agreements](#)”), by and among the Company, as servicer, RMR VII, as borrower, the lenders and agents from time to time parties thereto, BMO Capital Markets Corp., as administrative agent, and Computershare Trust Company, N.A., as securities intermediary and backup servicer. The RMR VII Credit Agreement was previously filed with the SEC by the Company as Exhibit 10.1 to the Current Report on Form 8-K filed April 6, 2023.

Each of the Warehouse Amendments amend the related Warehouse Credit Agreement to address certain changes to the definitions of “Intercreditor Agreement,” “Master Deposit Account Control Agreement,” “Security Agreement” and “Senior Revolver” in connection with the termination of the Prior Loan Agreement and the entry into the Loan Agreement.

For a complete description of the terms of each of the RMR IV Amendment, the RMR V Amendment, the RMR VI Amendment, and the RMR VII Amendment, see Exhibit 10.2, Exhibit 10.3, Exhibit 10.4, and Exhibit 10.5 hereto, respectively. The foregoing descriptions of the Warehouse Amendments are only a summary, do not purport to be complete, and are qualified in their entirety by reference to the full text of the related Warehouse Amendment, which are each incorporated by reference herein.

The lenders under the Loan Agreement (and their respective subsidiaries or affiliates) and the Warehouse Credit Agreements have in the past provided and/or may in the future provide investment banking, underwriting, lending, commercial banking, trust, and other advisory services to the Company and its subsidiaries and affiliates. These parties have received, and may in the future receive, customary compensation from the Company and its subsidiaries and affiliates for such services.

Item 1.02 Termination of a Material Definitive Agreement.

Amended and Restated Revolving Credit Facility

On August 19, 2025, in connection with entry into the Loan Agreement, the Company terminated the existing Seventh Amended and Restated Loan and Security Agreement, dated as of September 20, 2019, by and among the Company, certain of its subsidiaries party thereto, the lenders named therein, and Wells Fargo Bank, National Association, as agent (as amended through the date hereof, the “[Prior Loan Agreement](#)”). The Prior Loan Agreement was scheduled to mature on September 20, 2025 and provided revolving loans in an aggregate commitment of up to \$355.0 million.

Item 2.03 Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant.

The disclosure set forth above under the subheading Senior Revolving Credit Facility under Item 1.01 in this Current Report on Form 8-K is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Loan and Security Agreement, dated as of August 19, 2025, by and among Regional Management Corp. and its subsidiaries named as borrowers therein, the financial institutions named as lenders therein, and Bank of Montreal, as agent.
10.2	Amendment No 7 to the Credit Agreement, dated as of August 19, 2025, by and among Regional Management Corp., as servicer, Regional Management Receivables IV, LLC, as borrower, the lenders party thereto, Wells Fargo Bank, National Association, as administrative agent, and Computershare Trust

Company, N.A., as successor to Wells Fargo Bank, National Association, acting through its Corporate Trust Services division, including its successors and permitted assigns, as account bank, securities intermediary, and backup servicer.

- 10.3 [Amendment No. 7 to the Credit Agreement, dated as of August 19, 2025, by and among Regional Management Corp., as servicer, Regional Management Receivables V, LLC, as borrower, the lenders from time to time parties thereto, Wells Fargo Bank, National Association, acting through its Corporate Trust Services division, including its successors and permitted assigns, as account bank and backup servicer, and JPMorgan Chase Bank, N.A., as administrative agent.](#)
- 10.4 [Third Amendment to Credit Agreement, dated as of August 19, 2025, by and among Regional Management Corp., as servicer, Regional Management Receivables VI, LLC, as borrower, the lenders parties thereto, and Regions Bank, as administrative agent and securities intermediary and Computershare Trust Company, N.A. as resigning securities intermediary.](#)
- 10.5 [Third Amendment to Credit Agreement, dated as of August 19, 2025, by and among Regional Management Corp., as servicer, Regional Management Receivables VII, LLC, as borrower, the lenders parties thereto, and BMO Capital Markets Corp., as administrative agent.](#)
- 104 Cover Page Interactive Data File (embedded within the Inline XBRL document).
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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Regional Management Corp.

Date: August 25, 2025

By: /s/ Harpreet Rana
Harpreet Rana
Executive Vice President and Chief Financial and Administrative Officer

LOAN AND SECURITY AGREEMENT

dated as of August 19, 2025

among

BANK OF MONTREAL,
as Agent and Collateral Agent

and

REGIONAL MANAGEMENT CORP.
and certain of its direct and indirect Subsidiaries,
as Borrowers

and

THE FINANCIAL INSTITUTIONS NAMED HEREIN
as Lenders

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Schedules and Exhibits

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- Schedule 4.4 – Locations of Books and Records and Collateral
- Schedule 7.16 – Subsidiaries
- Schedule 7.19 – Bank Accounts

- Exhibit A – Form of Notice of Borrowing
- Exhibit B – Form of Assignment and Acceptance Agreement
- Exhibit C – Form of Release Request
- Exhibit D – Form of Certificate Regarding Permitted Acquisition
- Exhibit E – Form of Compliance Certificate
- Exhibit F – Form of Borrowing Base Certificate

LOAN AND SECURITY AGREEMENT

This Loan and Security Agreement ("*Agreement*") is made and entered into as of August 19, 2025, among the financial institutions listed on the signature pages hereof (such financial institutions, together with their respective successors and assigns, are referred to hereinafter each individually as a "*Lender*" and collectively as the "*Lenders*"), Bank of Montreal (in its capacity as agent, together with its successors and permitted assigns in such capacity, the "*Agent*"), and Regional Management Corp., a Delaware corporation ("*Regional*" or "*Borrower Agent*"), Regional Finance Corporation of South Carolina, a South Carolina corporation ("*RFCSC*"), Regional Finance Corporation of Georgia, a Georgia corporation ("*RFCG*"), Regional Finance Corporation of Texas, a Texas corporation ("*RFCTX*"), Regional Finance Corporation of North Carolina, a North Carolina corporation ("*RFCNC*"), Regional Finance Corporation of Alabama, an Alabama corporation ("*RFCA*"), Regional Finance Corporation of Tennessee, a Tennessee corporation ("*RFCTN*"), Regional Finance Company of New Mexico, LLC, a Delaware limited liability company ("*RFCNM*"), Regional Finance Company of Oklahoma, LLC, a Delaware limited liability company ("*RFCO*"), Regional Finance Company of Missouri, LLC, a Delaware limited liability company ("*RFCM*"), Regional Finance Company of Georgia, LLC, a Delaware limited liability company ("*RFCGLLC*"), RMC Financial Services of Florida, LLC, a Delaware limited liability company ("*RFCF*"), Regional Finance Company of Louisiana, LLC, a Delaware limited liability company ("*RFCL*"), Regional Finance Company of Mississippi, LLC, a Delaware limited liability company ("*RFCMISS*"), Regional Finance Company of Kentucky, LLC, a Delaware limited liability company ("*RFCK*"), Regional Finance Company of Virginia, LLC, a Delaware limited liability company ("*RFCV*"), Regional Finance Corporation of Wisconsin, a Wisconsin corporation ("*RFCW*"), and Regional Finance Company of Illinois, LLC, a Delaware limited liability company ("*RFCI*"), Regional Finance Company of California, LLC, a Delaware limited liability company ("*RFC CA*"), Regional Finance Company of Indiana, LLC, a Delaware limited liability company ("*RFC IN*"), Regional Finance Company of Utah, LLC, a Delaware limited liability company ("*RFC UT*"), Regional Finance Company of Idaho, LLC, a Delaware limited liability company ("*RFC ID*"), Regional Finance Company of Oregon, LLC, a Delaware limited liability company ("*RFC OR*"), Regional Finance Company of Arizona, LLC, a Delaware limited liability company ("*RFC AZ*"), Regional Finance Company of Florida, LLC, a Delaware limited liability company ("*RFC FL*") and Regional Finance Company of Ohio, LLC, a Delaware limited liability company ("*RFC OH*" and together with Regional, RFCSC, RFCG, RFCTX, RFCNC, RFCA, RFCTN, RFCNM, RFCO, RFCM, RFCGLLC, RFCF, RFCL, RFCMISS, RFCK, RFCV, RFCW, RFCI, RFC CA, RFC IN, RFC UT, RFC ID, RFC OR, RFC AZ and RFC FL, together with any other borrower joined hereto from time to time pursuant to the terms of this Agreement, are herein collectively referred to as the "*Borrowers*" and individually referred to as a "*Borrower*").

The Borrowers have requested, and the Lenders have agreed to extend, certain credit facilities on the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION ONE - DEFINITIONS;

INTERPRETATION OF THIS AGREEMENT TC "SECTION ONE - DEFINITIONS; INTERPRETATION OF THIS AGREEMENT" \f C \L "1"

Section 1.1. Terms Defined TC "Section 1.1. Terms Defined" \f C \l "2" . As used in this Agreement, the listed terms are defined as follows:

"Accounting Change" shall mean changes in GAAP, or the accounting principles required by the promulgation of any rule, regulation, pronouncement, or opinion by the Financial Accounting Standards Board, the American Institute of Certified Public Accountants or, if applicable, the Securities and Exchange Commission.

"ACH Transactions" shall mean any cash management or related services including the automatic clearing house transfer of funds by Bank Product Provider for the account of Borrower pursuant to agreement or overdrafts.

"Acquisition" shall mean the acquisition by any Person of a division or line of business of another Person, of substantially all the assets of another Person, or of a majority of any class of stock or other equity interests of another Person.

"Adjusted Net Income" shall mean, with respect to any fiscal period for any Person, the Net Income of such Person, as determined in accordance with GAAP, before provision for income taxes for such fiscal period, but excluding (without duplication) any and all of the following in the determination of such Net Income: (a) gain or loss arising from the sale of capital assets, such as property, plant and equipment; (b) gain or loss arising from any write-up or write-down in the book value of any asset in the ordinary course of business (excluding Contracts); (c) [reserved]; (d) earnings or losses of any Person to which assets such Person, shall have been sold, transferred, or disposed of, or into which any such Person shall have been merged or which has been a party with such Person to any consolidation or other form of reorganization, prior to the date of such transaction; (e) gain or loss arising from the acquisition of any debt or equity security of such Person or from cancellation or forgiveness of debt; (f) gain or loss arising from extraordinary items, as determined in accordance with GAAP, or from any other one-time or nonrecurring transaction; (g) non-cash gain or loss; (h) any Net Income or gain or loss (without duplication) from the disposition of any discontinued operations; (i) restructuring charges approved by Agent in its Permitted Discretion; (j) depreciation and amortization (including amortization of intangibles, including but not limited to debt issuance costs, goodwill and the effects of purchase accounting); and (k) positive or negative non-cash provisions for "current expected loan losses" (under ASU 2016-13 or CECL) made by such Person and its Subsidiaries during such period (which, for the avoidance of doubt, would be the total provision expense less actual net charge offs).

"Advance" shall mean the making of a Revolving Loan or issuance of a Letter of Credit from time to time in accordance with the terms of this Agreement.

"Advance Rate" shall mean the following applicable percentage based upon the Collateral Performance Indicator as set forth in the most recently delivered CPI Borrowing Base Certificate:

(a) with respect to Eligible Contracts (other than Eligible Delinquent Renewals):

Collateral Performance Indicator	Advance Rate
Less than 15%	83%
Greater than or equal to 15% but less than 16%	82%
Greater than or equal to 16% but less than 17%	81%
Greater than or equal to 17% but less than 18%	80%
Greater than or equal to 18% but less than 19%	79%
Greater than or equal to 19% but less than 20%	78%
Greater than or equal to 20% but less than 21%	77%
Greater than or equal to 21% but less than 22%	76%
Greater than or equal to 22% but less than 23%	75%
Greater than or equal to 23% but less than 24%	74%
Greater than or equal to 24% but less than 25%	73%
Greater than or equal to 25% but less than 26%	72%
Greater than or equal to 26% but less than 27%	71%
Greater than or equal to 27% but less than 28%	70%
Greater than or equal to 28% but less than 29%	69%
Greater than or equal to 29% but less than 30%	68%
Greater than or equal to 30% but less than 31%	67%
Greater than or equal to 31% but less than 32%	66%
Greater than or equal to 32% but less than 33%	65%
Greater than or equal to 33% but less than 34%	64%
Greater than or equal to 34% but less than 35%	63%

with the Advance Rate for Eligible Contracts (other than Eligible Delinquent Renewals) to continue to reduce by 1.0% for each 1.0% increase in the Collateral Performance Indicator in a manner consistent with the above matrix (e.g., the Advance Rate for Eligible Contracts (other than Eligible Delinquent Renewals) would be 62%, if the Collateral Performance Indicator is equal to or greater than 35% but less than 36%, 61% if the Collateral Performance Indicator is equal to or greater than 36% but less than 37%, and so on); and

(b) with respect to Eligible Delinquent Renewals:

Collateral Performance Indicator	Advance Rate
Less than 15%	60%
Greater than or equal to 15% but less than 16%	59%
Greater than or equal to 16% but less than 17%	58%
Greater than or equal to 17% but less than 18%	57%
Greater than or equal to 18% but less than 19%	56%
Greater than or equal to 19% but less than 20%	55%
Greater than or equal to 20% but less than 21%	54%
Greater than or equal to 21% but less than 22%	53%
Greater than or equal to 22% but less than 23%	52%
Greater than or equal to 23% but less than 24%	51%
Greater than or equal to 24% but less than 25%	50%
Greater than or equal to 25% but less than 26%	49%
Greater than or equal to 26% but less than 27%	48%
Greater than or equal to 27% but less than 28%	47%
Greater than or equal to 28% but less than 29%	46%
Greater than or equal to 29% but less than 30%	45%
Greater than or equal to 30% but less than 31%	44%
Greater than or equal to 31% but less than 32%	43%
Greater than or equal to 32% but less than 33%	42%
Greater than or equal to 33% but less than 34%	41%
Greater than or equal to 34% but less than 35%	40%

with the Advance Rate for Eligible Delinquent Renewals to continue to reduce by 1.0% for each 1.0% increase in the Collateral Performance Indicator in a manner consistent with the above matrix (e.g., the Advance Rate for Eligible Delinquent Renewals would be 39%, if the Collateral Performance Indicator is equal to or greater than 35% but less than 36%, 38% if the Collateral Performance Indicator is equal to or greater than 36% but less than 37%, and so on).

“Affected Financial Institution” means (a) any EEA Financial Institution or (b) any UK Financial Institution.

“Affiliate” shall mean, as to any Person, (a) any other Person who, directly or indirectly, controls, is controlled by, or is under common control with such Person; (b) except for purposes of Sections 7.28 and 8.17 and the definitions of “Level One Regulatory Event,” “Level Two

Regulatory Event,” and “Bank Originator Regulatory Event,” any other Person who beneficially owns or holds, directly or indirectly, ten percent or more of any class of voting stock of such Person; or (c) any other Person, ten percent or more of any class of the voting stock (or if such other Person is not a corporation, ten percent or more of the equity interest) of which is beneficially owned or held, directly or indirectly, by such Person. The term control (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the Person in question.

“*Agent*” shall have the meaning assigned to that term in the recitals.

“*Agent Advances*” shall have the meaning specified in Section 2.2(i).

“*Agent’s Expenses*” shall have the meaning specified in Section 13.1.

“*Agent’s Liens*” shall mean the Liens in the Collateral granted to Agent, for the ratable benefit of the Lenders, pursuant to this Agreement and the other Loan Documents.

“*Agent-Related Persons*” shall mean Agent, the Collateral Agent and their Affiliates as well as the officers, directors, employees, agents and attorneys-in-fact of Agent, the Collateral Agent and such Affiliates.

“*Agreement*” shall mean this Loan and Security Agreement, as the same may be amended, supplemented or otherwise modified in accordance with the terms hereof.

“*Anti-Corruption Laws*” shall mean: (a) the U.S. Foreign Corrupt Practices Act of 1977, as amended; (b) the U.K. Bribery Act 2010, as amended; and (c) any other anti-bribery or anti-corruption laws, regulations or ordinances in any jurisdiction in which any Borrower or any member of the Borrowing Group is located or doing business.

“*Anti-Money Laundering Laws*” shall mean applicable laws or regulations in any jurisdiction in which any Borrower or any member of the Borrowing Group is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“*Anti-Terrorism Laws*” shall mean any laws relating to terrorism or money laundering (including Anti-Money Laundering Laws), including the Patriot Act.

“*Applicable Margin*” shall mean 2.75%.

“*Application*” shall have the meaning specified in Section 2.16(b).

“*Asset Quality*” shall mean, calculated as of the first day of each month, the sum of the Total Portfolio Past Due Percent, the Total Portfolio Repossession Percent and the Total Portfolio Net Charge-Off Percent.

“Assigned Purchase Agreements” shall mean, collectively, all of the agreements that are asset purchase agreements, stock purchase agreements and/or other acquisition arrangements now or hereafter entered into by a Borrower pursuant to a Bulk Purchase or Permitted Acquisition with respect to which Borrower is a purchaser or buyer, together with Borrowers’ rights and remedies under, and all moneys and claims for money due or to become due to Borrowers and any and all amendments, supplements, extensions, renewals, and other modifications thereof together with all rights and claims of Borrowers now or hereafter existing thereunder with respect to: (a) any insurance, indemnities, warranties, and guaranties provided for or arising out of or in connection with any of the foregoing agreements; (b) any damages arising out of or for breach or default under or in connection with any of the foregoing contracts; (c) all other amounts from time to time paid or payable under or in connection with any of the foregoing agreements; or (d) the exercise or enforcement of any and all covenants, remedies, powers, and privileges thereunder.

“Assignee” shall have the meaning specified in Section 11.2(a).

“Assignment and Acceptance” shall have the meaning specified in Section 11.2(a).

“Attorney Costs” shall mean and include all reasonable fees, expenses and disbursements of any law firm or other counsel engaged by Agent, the reasonable allocated costs of internal legal services of Agent and the reasonable expenses of internal counsel to Agent.

“Augmenting Lender” shall have the meaning specified in Section 2.20.

“Availability” shall mean, as of the date of determination based on the most recently delivered Borrowing Base Certificate, an amount equal to: (a) the product of multiplying: (i) the Advance Rate by (ii) the Principal Balance of all Eligible Contracts *minus* (b) the Bank Product Reserve.

“Available Tenor” shall mean, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an interest period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 2.13(d).

“Bail-In Action” shall mean the exercise of any Write-Down and Conversion Powers by the applicable Resolution Authority in respect of any liability of an Affected Financial Institution.

“Bail-In Legislation” shall mean (a) with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law, regulation rule or requirement for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule, and (b) with respect to the United Kingdom, Part I of the United Kingdom Banking Act 2009 (as amended from time to time) and any other law, regulation or rule applicable in the United Kingdom

relating to the resolution of unsound or failing banks, investment firms or other financial institutions or their affiliates (other than through liquidation, administration or other insolvency proceedings).

“Bank Originator” shall mean any originator of Contracts pursuant to a Bank Originator Program that has been approved in writing by Agent and the Required Lenders.

“Bank Originator Conditions” shall mean, with respect any Contract originated by a Bank Originator, which one or more the Borrowers intend to acquire from such Bank Originator, the satisfaction of the following conditions on or after the Closing Date with respect to the applicable Bank Originator and Bank Originator Program: (a) delivery to Agent of fully executed copies of the applicable Bank Originator Program Documents, each in form and substance reasonably satisfactory to Agent, along with copies and originals of such other documents, instruments, agreements and legal opinions reasonably requested by Agent in connection therewith, (b) delivery to Agent of the Bank Originator’s credit, collection and charge-off policy, and (c) Agent shall have received and shall be satisfied, in its reasonable discretion, with the results of its diligence, including any necessary regulatory review, in respect of the applicable Bank Originator.

“Bank Originator Program” shall mean a lending program established in accordance with and subject to a Bank Originator Program Agreement for which (i) Borrowers provide marketing and administrative services on behalf of the Bank Originator, (ii) Borrowers perform servicing or subservicing of the Contracts originated by such Bank Originator, and (iii) the Bank Originator renders the final credit decision based on its credit policy and pursuant to the Bank Originator Program Agreement.

“Bank Originator Program Agreement” shall mean that certain Program Management Agreement or other similar agreement entered into by and between Bank Originator and one or more Borrowers, in form and substance reasonably satisfactory to Agent, as the same may from time to time be amended, restated, supplemented and/or otherwise modified in accordance with the terms thereof and hereof, pursuant to which one or more Borrowers agree to provide certain marketing, administration and loan servicing services in connection with Contracts originated by the applicable Bank Originator.

“Bank Originator Program Documents” shall mean the Bank Originator Program Agreement, the Bank Originator Transfer Agreement, and all material agreements required to effectuate the Bank Originator Program that relate to the Contracts originated by the Bank Originator and transferred to the Borrowers, each in form and substance reasonably satisfactory to Agent.

“Bank Originator Regulatory Event” means, for any jurisdiction, (i) the formal commencement by written notice or other formal action by a Governmental Authority, against any Bank Originator or any Borrower in any jurisdiction, of a proceeding alleging in substance that the law of the borrower’s state governs applicable licensing requirements or interest rate limitations with respect to the Contracts made by any Bank Originator to borrowers in such jurisdiction, which, in each case, Agent determines, in its reasonable discretion, could reasonably be expected to have a Material Adverse Effect on the Contracts subject to a Bank Originator Program if

determined adversely; provided, that, in each case, upon the favorable resolution of such proceeding (whether by judgment, withdrawal of such proceeding or settlement of such proceeding), as confirmed by written notice from the Borrowers, such Bank Originator Regulatory Event for such jurisdiction shall immediately cease to exist or (ii) the final and fully implemented adoption or change to any law, rule or regulation, or the imposition of a licensing requirement, or the decision of a court of competent jurisdiction the effect of which is to prohibit the origination of consumer loans similar to the Contracts without a license or which would in the reasonable discretion of Agent reasonably be expected to impair the collectability, enforceability or validity of Contracts made by any Bank Originator to borrowers in such jurisdiction, unless in compliance with such law rule or regulation. It is understood and agreed that the jurisdiction of a Bank Originator Regulatory Event is the entire United States if the applicable Governmental Authority is a federal authority.

“Bank Originator Transfer Agreement” shall mean any receivable purchase agreement, contribution agreement, assignment agreement, transfer or similar agreement between a Bank Originator, as the seller/transferor, and one or more Borrowers, as the purchaser/transferee, pursuant to which a Bank Originator from time to time sells, transfers or otherwise conveys, and applicable Borrowers from time to time purchase or otherwise receive, certain Contracts originated by such Bank Originator to be transferred to the applicable Borrowers, in each case, in form and substance reasonably satisfactory to Agent, as the same has been and may further be amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof and hereof.

“Bank Product Obligations” of the Borrowers and their Subsidiaries shall mean any and all of their obligations, whether absolute or contingent and howsoever and whensoever created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefor) in connection with Bank Products.

“Bank Product Provider” shall mean (a) BMO or any of its Affiliates; and (b) any other Person that is a Lender or Affiliate of a Lender at the time of providing a Bank Product, provided such provider delivers written notice to Agent, in form and substance reasonable satisfactory to Agent, within 10 days following the later of the Closing Date or creation of the Bank Product, (i) describing the Bank Product and setting forth the maximum amount to be secured by the Collateral and the methodology to be used in calculating such amount, and (ii) agreeing to be bound by the Loan Documents, and to indemnify and hold harmless Agent against all claims in connection with such provider’s Bank Product Obligations.

“Bank Product Reserves” shall mean all reserves for the Bank Products then provided or outstanding which Agent from time to time establishes in its Permitted Discretion, or which Agent establishes at the direction of Required Lenders if and for so long as Hypothetical Availability is 5% or less of the Credit Facility Exposure.

“Bank Products” shall mean any one or more of credit cards services (including commercial credit card and merchant card services), ACH Transactions, Hedge Agreements, Cash Management Services and other banking products or services (other than Letters of Credit)

extended by any Bank Product Provider; *provided* that Bank Products shall not include a Person's Excluded Swap Obligations.

"Bankruptcy Code" shall mean Title 11 of the United States Code.

"Benchmark" shall mean, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then *"Benchmark"* shall mean the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.13(a).

"Benchmark Replacement" shall mean, with respect to any Benchmark Transition Event, for any Available Tenor, the first alternative set forth in the order below that can be determined by Agent for the applicable Benchmark Replacement Date:

(a) Daily Simple SOFR; or

(b) the sum of: (i) the alternate benchmark rate that has been selected by Agent and the Borrowers giving due consideration to (A) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (B) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement to the then-current Benchmark for Dollar-denominated syndicated credit facilities and (ii) the related Benchmark Replacement Adjustment.

If the Benchmark Replacement as determined pursuant to clause (a) or (b) above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Loan Documents.

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

"Benchmark Replacement Date" shall mean the earliest to occur of the following events with respect to the then-current Benchmark:

(a) in the case of clause (a) or (b) of the definition of *"Benchmark Transition Event"*, the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the

published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

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

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

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

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

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

(c) a public statement or publication of information by the regulatory supervisor for of the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative.

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

“*Benchmark Unavailability Period*” shall mean the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.13(a) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Loan Document in accordance with Section 2.13(a).

“*Beneficial Ownership Certification*” shall mean a certification regarding beneficial ownership required by the Beneficial Ownership Regulation, in form and substance satisfactory to Agent.

“*Beneficial Ownership Regulation*” shall mean 31 C.F.R. § 1010.230.

“*Benefit Plan*” shall mean any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in Section 4975 of the IRS Code that is subject to Section 4975 of the IRS Code, or (c) any Person whose assets include (for purposes of Title I of ERISA or Section 4975 of the IRS Code) the assets of any such “employee benefit plan” or “plan”.

“*BMO*” shall mean Bank of Montreal.

“*BMO Lender*” shall mean BMO Harris Financing Inc., or any of its Affiliates, as a Lender hereunder.

“*Borrower*” and “*Borrowers*” shall have the meaning assigned to that term in the recitals.

“*Borrower Agent*” shall have the meaning assigned to that term in the recitals.

“*Borrower Materials*” shall mean Borrowing Base Certificates, and other information, reports, financial statements and other materials delivered by Borrowers hereunder, as well as other Reports and information provided by Agent to Lenders.

“*Borrowing*” shall mean a borrowing hereunder consisting of Revolving Loans made on the same day by Lenders to Borrowers, or by BMO Lender in the case of a Borrowing funded by Non-Ratable Loans, or by Agent in the case of a Borrowing consisting of an Agent Advance, or the issuance of Letters of Credit hereunder.

“*Borrowing Base Certificate*” shall have the meaning specified in Section 9.1(d).

“*Borrowing Group*” shall mean: (a) Borrowers, (b) any Affiliate or Subsidiary of Borrowers, (c) any Guarantor, (d) the owner of any collateral securing any part of the Obligations

(including the Collateral), and (e) any officer, director or agent acting on behalf of any of the parties referred to in items (a) through (d) with respect to the Obligations, this Agreement or any of the other Loan Documents.

“Bulk Purchase” shall mean a purchase of Contracts from any one seller (other than from another Borrower or a Bank Originator pursuant to the terms of a Bank Originator Program), in a single transaction or as part of an integrated series of transactions (other than a purchase of Contracts in connection with a Permitted Facility or a Permitted Transfer). A Permitted Acquisition shall be deemed to not constitute a Bulk Purchase.

“Business Day” shall mean any day except a Saturday, Sunday or other day on which national banks in San Francisco, California or New York, New York are authorized by law to close including, without limitation, United States federal government holidays.

“Cash Management Services” shall mean any services provided to Borrowers in connection with operating, collections, payroll, trust, or other depository or disbursement accounts, including automated clearinghouse, e-payable, electronic funds transfer, wire transfer, controlled disbursement, overdraft, depository, information reporting, lockbox and stop payment services.

“Certificate of Title” shall mean the certificate of title or other evidence of ownership of any vehicle issued by the appropriate Division of Motor Vehicles or its counterpart in the jurisdiction in which the applicable Contract Debtor resides.

“CFPB” shall mean the Consumer Financial Protection Bureau or any successor thereto with similar federal regulatory authority with respect to the Borrowers and their Affiliates.

“Change in Control” shall mean, at any time and for any reason whatsoever, (a) any “person” or “group” (as such terms are used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended) that becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Securities Exchange Act of 1934, as amended, except that a person or group shall be deemed to have “beneficial ownership” of all securities that such person or group has the right to acquire, whether such right is exercisable immediately or only after the passage of time (such right, an “option right”)), directly or indirectly, of 30% or more of the equity securities of Regional entitled to vote for members of the board of directors or equivalent governing body of Regional on a fully-diluted basis (and taking into account all such securities that such “person” or “group” has the right to acquire pursuant to any option right), (b) Regional ceases to own and control 100% of the issued and outstanding voting stock of any of the other Borrowers (other than as a result of a transaction permitted under the first sentence of Section 8.19), or (c) any holder of voting equity of any Borrower (other than Regional) is not a borrower or guarantor under this Agreement.

“Change in Law” shall mean the occurrence, after the date hereof, of (a) the adoption, taking effect or phasing in of any law, rule, regulation or treaty; (b) any change in any law, rule, regulation or treaty or in the administration, interpretation or application thereof by any Governmental Authority; or (c) the making, issuance or application of any request, guideline, requirement or directive (whether or not having the force of law) by any Governmental Authority; *provided, however*, that “Change in Law” shall include, regardless of the date enacted, adopted or

issued, all requests, rules, guidelines, requirements or directives (i) under or relating to the Dodd-Frank Wall Street Reform and Consumer Protection Act, or (ii) promulgated pursuant to Basel III by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any similar authority) or any other Governmental Authority.

“*Closing Date*” shall mean the date of the execution and delivery of this Agreement.

“*Code*” shall mean the Uniform Commercial Code as adopted and in force in the state of New York as from time to time in effect.

“*Collateral*” shall mean:

(a) all present and future Contracts of Borrowers (including any (i) Renewal Loans (other than any Renewal Loans relating to a Renewal Loan Replacement), (ii) Reconveyed Contracts (other than Permitted Facility Reconveyed Contracts) and (iii) collateral assignments of contract rights in Contracts originated by Bank Originator and serviced by Borrowers pursuant to a Bank Originator Program), but excluding Permitted Facility Contracts and all payments thereunder in whatever form, including cash, checks, notes, drafts, chattel paper (including, without limitation, all tangible and electronic chattel paper), and other instruments for the payment of money, together with any guaranties and security therefor, and all of each Borrower’s books and records relating thereto (including, without limitation, all computer records, computer programs, and computer source codes);

(b) Security Documents relating to such Contracts, together with each Borrower’s rights in the Property covered thereby and any policies of insurance insuring such Property;

(c) all assets of any Borrower in which Agent or any Lender for whom Agent is acting as agent receives a security interest (under any other security agreement or similar document) or which thereafter come into Agent or any Lender’s possession, custody, or control (pursuant to this Agreement or any other security agreement or similar document);

(d) all proceeds of insurance relating to such Contracts including, without limitation, property, casualty, and title insurance;

(e) all proceeds, property, property rights, privileges and benefits arising out of, from the enforcement of, or in connection with such Contracts and Security Documents related thereto, the property rights and the policies of insurance referred to above, all credit balances in favor of any Borrower under such Contracts, and all other general intangibles relating to or arising out of such Contracts;

(f) all Assigned Purchase Agreements;

(g) all deposit accounts into which proceeds of such Contracts and Assigned Purchase Agreements are deposited; and

(h) all equity interests and beneficial interests in any Borrower's Subsidiaries (but not to exceed 65% of the voting equity interests of any Subsidiaries organized or formed under the laws of a jurisdiction other than the United States (or any state thereof) or the District of Columbia), other than any equity interest or beneficial ownership interest in any Special Purpose Subsidiary;

provided, however, that the Collateral shall not include, in each case, any Excluded Property of such Borrower or any Permitted Facility Contracts (including any Renewal Loans relating to a Renewal Loan Replacement).

"Collateral Account" shall have the meaning specified in Section 10.3(b).

"Collateral Agent" shall mean BMO, in its capacity as collateral agent under the Security Agreement.

"Collateral Performance Indicator" shall mean, calculated as of the first day of each month, the sum of the Past Due Percent, the Repossession Percent and the Net Charge-Off Percent.

"Collection Account" shall have the meaning specified in Section 5.2(a).

"Collection Account Agreements" shall mean, collectively, (i) that certain Deposit Account Control Agreement, dated as of even date herewith, entered into by and among the companies listed on Schedule A attached thereto, the Collateral Agent and the Depository Bank, as the same may be amended, restated, supplemented, modified or replaced from time to time, and (ii) any other deposit account control agreement, collection agreement or similar agreement acceptable to Agent in its Permitted Discretion entered into by Regional (as agent for the grantors listed therein), Collateral Agent and a depository bank acceptable to Agent in its Permitted Discretion (it being acknowledged and agreed that the Depository Bank is an acceptable depository account bank), which establishes the terms of Collateral Agent's control over the Collection Accounts, as the same may be amended, restated and supplemented from time to time.

"Commitment" shall mean, as to any Lender, the obligation of such Lender to make Loans and to participate in Letters of Credit under the Total Credit Facility in an aggregate principal amount at any one time outstanding not to exceed the amount set forth opposite such Lender's name on Schedule A attached hereto and made a part hereof, as such Commitments may be reduced or modified at any time or from time to time pursuant to the terms hereof (including, without limitation, Section 2.20 hereof).

"Commitment Increase Amount" shall have the meaning specified in Section 2.20.

"Commodity Exchange Act" shall mean the Commodity Exchange Act (7 U.S.C. § 1 *et seq.*).

"Compliance Certificate" shall mean a certificate substantially in the form attached hereto as Exhibit E.

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

“Connection Income Taxes” shall mean Other Connection Taxes that are imposed on or measured by Net Income (however denominated), or are franchise or branch profits taxes.

“Consolidated Funded Debt to Consolidated Tangible Net Worth” shall mean, with respect to Regional Management, as of any day the ratio of its Funded Debt (excluding all obligations under capital leases) to its Consolidated Tangible Net Worth.

“Consolidated Tangible Net Worth” shall mean, with respect to Regional Management, as of any day, its net worth calculated in accordance with GAAP, after subtracting therefrom the intangible assets (other than deferred tax assets), including goodwill, franchises, licenses, patents, trademarks, tradenames, copyrights and service marks; provided, such amount shall be reduced by the unpaid balance of all Contracts that have not been charged off as to which any payment due thereunder is 180 or more days delinquent, as determined on a contractual basis.

“Contract Debtor” shall mean each Person who is obligated to a Borrower to perform any duty under or to make any payment pursuant to the terms of a Contract.

“Contracts” shall mean all of each Borrower’s right, title, and interest in and to each presently existing, and hereafter arising, loan account, account, contract right, Instrument, note, document, chattel paper, general intangible, and all other forms of obligations owing to any Borrower, all rights of any Borrower to receive payment thereof, together with all guarantees or other rights of any Borrower obtained in connection therewith, any collateral therefor and any proceeds of any of the foregoing (including any Contracts that are in electronic form).

“CPI Borrowing Base Certificate” shall mean the month-end Borrowing Base Certificate delivered at least 20 days after the applicable month end setting forth the Collateral Performance Indicator for such month end.

“Credit Facility Exposure” shall mean the sum of (a) the aggregate outstanding amount of all Revolving Loans, plus (b) the aggregate amount of L/C Obligations.

“Daily Simple SOFR” shall mean, for any day, SOFR, with the conventions for this rate (which will include a lookback) being established by Agent in accordance with the conventions for this rate selected or recommended by the Relevant Governmental Body for determining *“Daily Simple SOFR”* for syndicated business loans; *provided*, that if Agent decides that any such convention is not administratively feasible for Agent, then Agent may establish another convention in its reasonable discretion.

“Debt” shall mean, with respect to any Person and without duplication, all liabilities, obligations and indebtedness, whether or not contingent, (a) in respect of borrowed money or evidenced by bonds, notes, debentures or similar instruments, (b) representing the balance deferred and unpaid of the purchase price of any property or services (except any such balance that constitutes an account payable to a trade creditor created, incurred, assumed or guaranteed by such Person in the ordinary course of business of such Person in connection with obtaining goods, material or services that is not overdue by more than ninety (90) days, unless being contested in good faith), (c) all obligations as lessee under leases which have been, or should be, in accordance with GAAP recorded as capital leases, (d) all reimbursement and other obligations with respect to letters of credit, bankers’ acceptances and surety bonds, whether or not matured, (e) all indebtedness created or arising under any conditional sale or other title retention agreement with respect to property acquired by such Person, and (f) all obligations of such Person under any Hedge Agreements. For purposes hereof, a Permitted Facility shall not constitute *“Debt”* of Borrowers.

“Declined Share” shall have the meaning specified in Section 2.20.

“Default” shall mean an event or condition the occurrence of which would, with a lapse of time or the giving of notice or both, become an Event of Default.

“Default Rate” shall mean (a) in respect of Letters of Credit, a fluctuating per annum rate at all times equal to the sum of (i) the otherwise applicable Letter of Credit Fee plus (ii) two percent (2.0%); and (b) in respect of all other Obligations, a fluctuating per annum interest rate at all times equal to the sum of (i) the otherwise applicable Interest Rate plus (ii) two percent (2.0%). Each Default Rate shall be adjusted simultaneously with any change in the applicable Interest Rate (or, as applicable, the Letter of Credit Fee).

“Defaulting Lender” shall mean any Lender that (a) has failed to comply with its funding obligations hereunder, and such failure is not cured within two Business Days; (b) has notified Agent or any Borrower that such Lender does not intend to comply with its funding obligations hereunder or under any other credit facility, or has made a public statement to that effect; (c) has failed, within three Business Days following request by Agent or any Borrower, to confirm in a manner satisfactory to Agent and Borrowers that such Lender will comply with its funding obligations hereunder; or (d) has, or has a direct or indirect parent company that has, become the subject of an Insolvency Proceeding (including reorganization, liquidation, or appointment of a receiver, custodian, administrator or similar Person by the Federal Deposit Insurance Corporation or any other regulatory authority) or Bail-In Action; *provided*, that a Lender shall not be a Defaulting Lender solely by virtue of a Governmental Authority’s ownership of an equity interest in such Lender or parent company unless the ownership provides immunity for such Lender from jurisdiction of courts within the United States or from enforcement of judgments or writs of

attachment on its assets, or permits such Lender or Governmental Authority to repudiate or otherwise to reject such Lender's agreements.

"Delinquent Renewal" shall mean a Contract that was (a) originated in connection with the refinancing of a Contract that was 30 or more days contractually delinquent at the time of its refinancing and (b) underwritten pursuant to the delinquent renewal underwriting criteria in Borrowers' credit and collection guidelines.

"Delinquent Renewal Loan" shall mean the new non-revolving Contract entered into between a Borrower and the applicable Contract Debtor pursuant to any Delinquent Renewal.

"Depository Bank" shall mean (i) as of the Closing Date and until transition has occurred, Wells Fargo Bank, National Association, as depository bank, and (ii) following the post-closing transition, BMO Bank N.A., as depository bank, and (iii) at any time, such other bank or financial institution approved Agent in its reasonable discretion.

"Designated Jurisdiction" shall mean any country or territory that is the subject of any Sanction.

"Distribution" shall mean, in respect of any corporation: (a) payment or making of any dividend or other distribution of property in respect to the capital stock of such corporation, other than distributions in capital stock of the same class; or (b) the redemption or other acquisition of any capital stock of such corporation (including for the purposes of Section 8.12 hereof only, any repurchase of stock through the applicable market exchange).

"Dollar" and *"\$"* shall mean dollars in the lawful currency of the United States.

"EEA Financial Institution" shall mean (a) any credit institution or investment firm established in an EEA Member Country that is subject to the supervision of an EEA Resolution Authority; (b) any entity established in an EEA Member Country that is a parent of an institution described in clause (a) above; or (c) any financial institution established in an EEA Member Country that is a subsidiary of an institution described in the foregoing clauses and is subject to consolidated supervision with its parent.

"EEA Member Country" shall mean any of the member states of the European Union, Iceland, Liechtenstein and Norway.

"EEA Resolution Authority" shall mean any public administrative authority or any Person entrusted with public administrative authority of an EEA Member Country (including any delegatee) having responsibility for the resolution of any EEA Financial Institution.

"Electronic Contract" shall mean a Contract that constitutes "electronic chattel paper" under and as defined in Section 9-102(31) of the UCC.

"Electronic Contract Conditions" shall mean, with respect to any Electronic Contract, all of the following conditions: (a) the applicable Borrower has engaged an Electronic Vault Provider

and such Electronic Vault Provider shall have establishment an electronic platform for the creation and maintenance of electronic chattel paper evidencing the loan documentation between the Contract Debtors for such Contract and the applicable Borrower making the corresponding loan; (b) the Electronic Vault Provider, the applicable Borrower and Agent shall have entered into an electronic collateral control agreement in form and substance reasonably satisfactory to Agent and which, without limitation, provides Agent with (i) control over the electronic chattel paper constituting any Electronic Contract in accordance with 9-105(b) of the Code, and (ii) exclusive access to the Electronic Contracts (except to the extent otherwise expressly set forth in the electronic collateral control agreement) pursuant to the terms of an E-Vault Access Agreement, and the terms thereof are sufficient to permit Agent to perform its duties and obligations hereunder; (c) Borrowers shall have provided Agent an opinion of Borrowers' counsel in respect of perfection, by "control," within the meaning of Section 9-105 of the UCC of Agent's security interest in the Electronic Contracts; and (d) Agent shall have received and shall be satisfied, in its reasonable discretion, with the results of its diligence in respect of the applicable Borrower's policies and procedures relating to the origination of Electronic Contracts.

"Electronic Vault Provider" shall mean eOriginal, Inc. or such other Person that is satisfactory to Agent in its Permitted Discretion.

"Eligible Assignee" shall mean (a) a commercial bank, commercial finance company or other asset based lender, having total assets in excess of \$1,000,000,000 reasonably acceptable to Agent; (b) any Lender listed on the signature page of this Agreement; (c) any Affiliate of any Lender; and (d) if an Event of Default exists, any other Person (other than a natural Person) reasonably acceptable to Agent.

"Eligible Contracts" shall mean only such Contracts (including secured and unsecured Contracts and Reconveyed Contracts (other than a Permitted Facility Reconveyed Contract)) which satisfy all of the following requirements, as determined by Agent in its Permitted Discretion (and such other Contracts as Agent may allow as Eligible Contracts in its sole discretion):

- (a) comply in all material respects with all of such Borrower's warranties and representations contained herein and Agent has received a first priority perfected security interest in and Lien upon such Contracts;
- (b) with respect to which the Contract Debtor is a resident of the continental United States;
- (c) with respect to which the Contract Debtor is not more than 59 days contractually delinquent in making a payment scheduled thereunder;
- (d) no Borrower nor the Contract Debtor nor, where applicable, to the knowledge of any Borrower, the applicable Bank Originator, is otherwise in default under the terms of such Contract (e.g., the Property which is subject to the related Security Documents is not then subject to or in the process of being repossessed);
- (e) are not subject to any defense, counterclaim, offset, discount, or allowance;

(f) if secured, are secured by Property located solely in the continental United States;

(g) the terms of the Contract and Security Documents and all related documents and instruments comply in all respects with all applicable laws;

(h) all documents relating to the Contract, including those between any Borrower (or, where applicable, Bank Originator) and the Contract Debtor, (i) have been executed, and (ii) are readily available to Agent in the files of Borrowers as originals (or, for Contracts, in electronic form as electronic copies, or the Electronic Contract Conditions have otherwise been satisfied with respect thereto);

(i) the Contract Debtor is not an Affiliate or employee of any Borrower or, to the knowledge of any Borrower, Bank Originator;

(j) the Contract Debtor's creditworthiness and the terms of the Contract shall conform to Borrowers' credit guidelines (and, where applicable, Bank Originator's credit guidelines);

(k) the Contract meets all of the applicable criteria set forth in Borrower's credit guidelines and, where applicable, Bank Originator's credit guidelines. Borrowers' credit guidelines and, where applicable, Bank Originator's credit guidelines shall be written and shall state in detail the credit criteria used by Borrowers and/or Bank Originator in determining the creditworthiness of Contract Debtors and the required structure and collateral for the Contract for both Contracts originated by Borrowers and/or originated by third parties (including Bank Originators) and purchased by Borrowers, and Borrowers shall not change their credit guidelines in any manner prohibited by Section 7.15;

(l) the Contract Debtor is not the subject of an Insolvency Proceeding, is not subject to Sanctions, is not located, organized or resident in a Designated Jurisdiction and is not listed on the Specially Designated Nationals List maintained by OFAC;

(m) the collateral securing the Contract has not been repossessed by, or otherwise delivered to, any Borrower (or, where applicable, Bank Originator) or its agent;

(n) such Contract has not been subject to more than three (3) payment extensions within the last twelve months;

(o) if such Contract (i) is a Modified Contract or (ii) has been subject to three (but not more or less than three) payment extensions within the last twelve months, such Contracts shall constitute no more than 2% of the aggregate value of all Eligible Contracts;

(p) the first scheduled payment pursuant to the terms of the Contract is due within forty-five (45) days following the execution of the Contract and all other payments are scheduled to be made on the same day of each consecutive monthly period thereafter (and shall not include any balloon payment at maturity);

(q) such Contract does not represent a type of loan commonly called a “pay day loan” in which any Borrower (or, where applicable, Bank Originator) holds a personal check from the Contract Debtor for payment of such loan;

(r) such Contract, if an automobile purchase financing contract or loan, has an original term of not more than 72 months for any such Contract; *provided*, that no more than 15% of the aggregate value of all Eligible Contracts may have an original term of more than 60 months;

(s) in connection with such Contract, if an automobile purchase financing contract or loan, Borrowers (or, where applicable, Bank Originator) shall have obtained a Certificate of Title reflecting it as the lienholder of any vehicle subject to the Contract within 120 days following execution of such Contract, and such Contract is secured by a first priority, perfected interest in such vehicle;

(t) if the Contract includes sums representing the financing of “extended warranty plans”, such plans are (i) in compliance with all applicable laws, including any special insurance laws relating thereto, and (ii) underwritten by (A) a major automobile manufacturer, or an affiliate thereof, or (B) an independent and financially sound insurance company;

(u) such Contract, if an automobile purchase financing contract or loan (i) has a cash advance component of less than \$27,500 or (ii) if such cash advance component is greater than \$27,500, then no more than 10% of the aggregate value of all Eligible Contracts shall contain cash advance components greater than \$27,500;

(v) such Contract, if it arises in connection with a convenience check (a/k/a live check), does not exceed an original amount financed of \$7,000;

(w) such Contract is not secured by a mobile home or real estate;

(x) such Contract is not a Permitted Facility Contract or any collateral pledged by a Special Purpose Subsidiary in a Permitted Facility or transferred pursuant to a Permitted Transfer, except if such Contract constitutes a Reconveyed Contract (other than a Permitted Facility Reconveyed Contract) and otherwise complies with the eligibility criteria set forth herein;

(y) such Contract, if purchased by a Borrower, is fully paid and the seller thereof retains no rights whatsoever thereto (other than rights of a Bank Originator in connection with a Contract subject to a Bank Originator Program);

(z) other than as may be permitted or required pursuant to the Intercreditor Agreement, such Contract is not serviced, collected or enforced by a Person other than (i) a Borrower, Radius Global Solutions LLC, or Firstsource Advantage, LLC or (ii) such other Persons as the Borrowers may provide written notice of to the Agent from time to

time, which are reasonably acceptable to and approved by Agent in writing (which approval shall not be unreasonably withheld, conditioned or delayed);

(aa) if such Contract is a Delinquent Renewal, (i) such Contract constitutes an Eligible Delinquent Renewal and (ii) the aggregate Principal Balance of Eligible Delinquent Renewals constituting Eligible Contracts does not exceed, in the aggregate, at any given time, 5% of the Principal Balance of Eligible Contracts, calculated before giving effect to the applicable Advance Rate;

(bb) unless the Electronic Contract Conditions set forth herein are satisfied, such Contract does not constitute an Electronic Contract;

(cc) if such Contract is originated by a Bank Originator, (i) the Bank Originator Conditions have been satisfied, (ii) to the knowledge of the Borrowers, at the time such Contract was originated, the Bank Originator shall not have failed to maintain (A) at least “adequately capitalized” risk-based regulatory status under the FDIC’s prompt corrective action regulations as in effect from time to time, or (B) such higher capital levels as agreed to with or specified by federal or state bank regulators, and (iii) such Contract was originated by the Bank Originator in accordance with the Bank Originator Program Documents, which Bank Originator Program Documents have not been terminated or amended or modified from their form since the date the Bank Originator Conditions were satisfied other than pursuant to and in accordance with the terms of Section 8.22 at the time such Contract was originated;

(dd) at the time of origination of such Contract, in the case of a Contract originated by a Bank Originator, the Contract Debtor’s state of residence is not (i) Colorado, Connecticut, Georgia (except to the extent the applicable licensure in the state of Georgia has been obtained), West Virginia, Maine, New York, Vermont, nor Wyoming, (ii) is not Minnesota if the original loan balance is less than that allowed by Minnesota state law, (iii) is not Illinois if the “all in” military annual percentage rate (MAPR) is greater than 36%, (iv) is not Washington if the “all in” annual percentage rate is greater than 25%, (v) is not Iowa if the “all in” annual percentage rate is greater than 21%, (vi) is not the District of Columbia if the “all in” annual percentage rate is greater than 24%, and (vii) such other state of residence Agent advises Borrowers in writing is no longer approved hereunder; *provided* that such determination is based on (x) the enactment of state-specific usury or interest rate caps that restrict marketplace lending exemptions absent a predominant economic interest by the Bank Originator, or (y) final judicial decision or regulatory development by a Governmental Authority; and

(ee) with respect to any Contract originated by a Bank Originator, no Bank Originator Regulatory Event shall have occurred and be continuing in the jurisdiction in which such Contract was originated.

“Eligible Delinquent Renewal” shall mean a Delinquent Renewal for which each of the following conditions is satisfied with respect thereto: (a) no new funds in excess of five (5%) of the Gross Contract Payments for the Contract subject to such Delinquent Renewal were advanced

to the Contract Debtor at the time of the origination of the Delinquent Renewal, and (b) the first scheduled payment pursuant to the terms of the Delinquent Renewal is due within forty-five (45) days following the execution of the Delinquent Renewal and has been timely paid by the Contract Debtor.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended and supplemented from time to time, and the rules and regulations promulgated thereunder.

“ERISA Affiliate” shall mean any trade or business (whether or not incorporated) under common control with any Borrower or guarantor within the meaning of Section 414(b) or (c) of the IRS Code (and Sections 414(m) and (o) of the IRS Code for purposes of provisions relating to Section 412 of the IRS Code).

“ERISA Event” shall mean (a) with respect to a Pension Plan, any of the events set forth in Section 4043(c) of ERISA, other than events for which the 30 day notice period has been waived; (b) a withdrawal by any Borrower or guarantor or ERISA Affiliate from a Pension Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer (as defined in Section 4001(a)(2) of ERISA) or a cessation of operations that is treated as such a withdrawal under Section 4062(e) of ERISA; (c) a complete or partial withdrawal by any Borrower or guarantor or ERISA Affiliate from a Multiemployer Plan or notification that a Multiemployer Plan is in reorganization; (d) the filing of a notice of intent to terminate, the treatment of a Multiemployer Plan amendment as a termination under Section 4041 or 4041A of ERISA, or the commencement of proceedings by the PBGC to terminate a Pension Plan; (e) the determination that any Pension Plan or Multiemployer Plan is considered an at risk plan or a plan in critical or endangered status under the IRS Code or ERISA; (f) an event or condition which constitutes grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Pension Plan; or (g) the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon any Borrower, Guarantor or ERISA Affiliate.

“EU Bail-In Legislation Schedule” means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor person), as in effect from time to time.

“EU Securitization Regulation” shall mean European Union legislation comprising EU Regulation (EU) 2017/2402, any related regulatory technical standards and any implementing or supplementary national law applicable in a relevant EU member state.

“Event of Default” shall mean any event or condition described in Section 10.1.

“Excess Availability” shall mean as of the date of determination the remainder of (a) the lesser of (i) the Availability and (ii) the Total Credit Facility, minus (b) the Credit Facility Exposure.

“Excluded Property” shall mean (a) fee interests in real property and leasehold interests in real property with respect to which any Borrower is a tenant or subtenant; (b) any asset or property right of any nature (other than any Contract) if the grant of such security interest shall constitute

or result in (i) the abandonment, invalidation or unenforceability of such asset or property right or the loss of use of such asset or property right or (ii) a breach, termination or default under any lease, license, permit, contract or agreement or General Intangible (as defined in the Code), other than to the extent that any such restriction or term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity, to which any Borrower is party; (c) any asset or property right of any nature (other than any Account (as such term is defined in the Code)) to the extent that any applicable law or regulation prohibits the creation of a security interest thereon (other than to the extent that any such law or regulation would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the Code (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law or principles of equity); (d) any “intent to use” trademark applications for which a statement of use has not been filed (but only until such statement has been filed); (e) Permitted Facility Contracts subject to a Permitted Facility and/or pursuant to a Permitted Transfer; *provided that*, notwithstanding anything to the contrary in the immediately preceding sentence, (i) with respect to clauses (b) and (c) above, in the event of the termination or elimination of any such restriction contained in such agreement, applicable law or regulation to the extent sufficient to permit any Excluded Property to become Collateral hereunder, a security interest shall be automatically and simultaneously granted hereunder in such Excluded Property, and the Excluded Property automatically and simultaneously shall be deemed to be assigned and pledged to Lender and shall be included as Collateral hereunder, (ii) with respect to clause (e) above, in the event such Contract is a Reconveyed Contract (other than Permitted Facility Reconveyed Contracts), a security interest shall be automatically and simultaneously granted hereunder in such Excluded Property, and the Excluded Property automatically and simultaneously shall be deemed to be assigned and pledged to Lender and shall be included as Collateral hereunder and (iii) “Excluded Property” shall not include any proceeds, products, substitutions or replacements of any Excluded Property (unless such proceeds, products, substitutions or replacements would constitute Excluded Property).

“Excluded Swap Obligation” shall mean with respect to a Borrower or Guarantor, each Swap Obligation as to which, and only to the extent that, such Borrower or Guarantor’s guaranty of or grant of a Lien as security for such Swap Obligation is or becomes illegal under the Commodity Exchange Act because such Borrower or Guarantor does not constitute an “eligible contract participant” as defined in the act (determined after giving effect to any keepwell, support or other agreement for the benefit of such Borrower or Guarantor and all guarantees of Swap Obligations by other Borrowers and Guarantors) when such guaranty or grant of Lien becomes effective with respect to the Swap Obligation. If a hedging agreement governs more than one Swap Obligation, only the Swap Obligation(s) or portions thereof described in the foregoing sentence shall be Excluded Swap Obligation(s) for the applicable Borrower or Guarantor.

“Excluded Taxes” shall mean any of the following Taxes imposed on or with respect to a Recipient or required to be withheld or deducted from a payment to a Recipient: (a) Taxes imposed on or measured by Net Income (however denominated), franchise taxes and branch profits taxes, in each case, (i) imposed as a result of such Recipient being organized under the laws of, or having its principal office or applicable Lending Office located in, the jurisdiction imposing such Tax (or any political subdivision thereof), or (ii) constituting Other Connection Taxes; (b) U.S. federal

withholding taxes imposed on amounts payable to or for the account of a Lender with respect to its interest in a Loan or Commitment pursuant to a law in effect when the Lender acquires such interest (except pursuant to an assignment request by Borrower Agent under Section 13.24) or changes its Lending Office, unless the Taxes were payable to such Lender's assignor immediately prior to such assignment or to the Lender immediately prior to such Lender's change in Lending Office; (c) Taxes attributable to a Recipient's failure to comply with Section 12.9; and (d) withholding taxes imposed pursuant to FATCA.

"E-Vault Access Agreement" shall mean an access agreement by and between the Electronic Vault Provider and Agent in form and substance satisfactory to Agent, with such changes as may be agreed to in writing by Agent from time to time.

"FATCA" shall mean Sections 1471 through 1474 of the IRS Code as of the date of this Agreement (including any amended or successor version if substantively comparable and not materially more onerous to comply with), and any agreements entered into pursuant to Section 1471(b)(1) of the IRS Code and any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement, treaty or convention among Governmental Authorities and implementing such Sections of the IRS Code.

"Federal Funds Rate" shall mean (a) the weighted average of interest rates on overnight federal funds transactions with members of the Federal Reserve System arranged by federal funds brokers on the applicable Business Day (or on the preceding Business Day, if the applicable day is not a Business Day), as published by the Federal Reserve Bank of New York on the next Business Day; or (b) if no such rate is published on the next Business Day, the average rate (rounded up, if necessary, to the nearest 1/8 of 1%) charged to BMO on the applicable day on such transactions, as determined by Agent; *provided*, that in no event shall the Federal Funds Rate be less than zero.

"Federal Reserve Board" shall mean the Board of Governors of the Federal Reserve System or any successor thereto.

"Fee Letters" shall mean, collectively, those certain letter agreements dated the date hereof, with respect to certain fees payable to Agent and/or Lenders in connection with this Agreement and any other letter agreements executed after the date hereof with respect to the payment of fees payable to Agent and Lenders by one or more Borrowers and to any one or more of Agent and a Lender(s) in connection with this Agreement.

"FICO Score" shall mean a credit score created by the Fair Isaac Corporation, or any successor thereto.

"Fiscal Year" shall mean each fiscal year of a Borrower, each such fiscal year ending on December 31.

"Flood Disaster Protection Act" shall mean the federal Flood Disaster Protection Act of 1973.

"Flood Laws" shall mean the National Flood Insurance Act of 1968, Flood Disaster Protection Act and related laws.

"Floor" shall mean a rate of interest equal to 0.50%.

"Foreign Plan" shall mean any employee benefit plan or arrangement maintained or contributed to by any Borrower or Subsidiary (a) that is not subject to the laws of the United States; or (b) mandated by a government other than the United States for employees of any Borrower or Subsidiary.

"FRB" shall mean the Board of Governors of the Federal Reserve System of the United States.

"Fronting Exposure" shall mean a Defaulting Lender's Pro Rata Share of L/C Obligations, Non-Ratable Loans and Agent Advances, except to the extent cash collateralized by the Defaulting Lender or Borrowers pursuant to the terms hereof or allocated to other Lenders hereunder.

"Full Payment", *"Payment in Full"*, *"Pay in Full"* and *"Paid in Full"* shall mean, with respect to any Obligations, the satisfaction of all of the following: (a) the full payment in immediately available funds of (i) the principal of the Loans, together with any accrued and unpaid interest thereon, and (ii) all fees, expenses, charges and other amounts that have accrued hereunder or under any other Loan Document, in each case, (x) including to the extent accruing during an Insolvency Proceeding (whether or not allowed in the proceeding) and (y) excluding any inchoate or contingent Obligations for which no claim has been made; (b) if such Obligations are inchoate or contingent indemnification or reimbursement obligations for which a claim has been made prior to the date of such payment, or are reimbursement obligations in respect of undrawn Letters of Credit, cash collateralization thereof (or delivery of a standby letter of credit acceptable to Agent in its Permitted Discretion, in the amount of cash collateral required by Agent that is not in excess of 105% of the principal amount of such Obligations); and (c) the termination of all Commitments of the Lenders.

"Funded Debt" shall mean, with respect to any Person on any day, without duplication, the following Debt: (a) all indebtedness or guarantees of such Person for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument or which accrue interest or are a type upon which interest charges are customarily paid, (b) all obligations of such Person under capital leases, (c) liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof (*provided* that the amount of such liabilities included as Funded Debt shall be the lesser of the amount of such liabilities and the fair market value of the property of such Person securing such liabilities), (d) the net amount of all indebtedness, obligations or liabilities of that Person in respect of Hedge Agreements, (e) all obligations, contingent or otherwise, of such Person as an account party in respect of undrawn letters of credit and undrawn letters of guaranty, (f) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances, and (g) guaranties of any of the foregoing.

“Funding Date” shall mean the date on which a Borrowing occurs.

“GAAP” shall mean generally accepted accounting principles in the United States of America consistently applied.

“Governmental Authority” shall mean any nation or government, any federal, state, local, foreign or other agency, quasi-agency, authority, body, commission, court, instrumentality, political subdivision, central bank (or similar monetary or regulatory authority), or other entity or officer exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions for any governmental, judicial, investigative, regulatory or self-regulatory authority (including, without limitation, the Consumer Financial Protection Bureau, the Financial Conduct Authority, the Prudential Regulation Authority and any supra-national bodies such as the European Union or European Central Bank, and any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of the foregoing).

“Gross Contract Payments” shall mean, as of the date of determination with respect to any Contracts (excluding, for the avoidance of doubt, Permitted Facility Contracts), the outstanding balance thereof including all unearned interest, fees, charges, commission, and discounts and all dealer reserves in respect thereof.

“Guarantor” shall mean, individually and collectively, any Person guaranteeing the Obligations of Borrowers including, without limitation, Credit Recovery Associates, Inc. and Upstate Motor Company.

“Guaranty” shall mean the guaranty of any Person guaranteeing payment and/or performance of the Obligations.

“Hedge Agreement” shall mean (i) any agreement, including the terms and conditions incorporated by reference in such agreement, which is (a) an interest rate swap, option, future, or forward agreement, including a rate floor, rate cap, rate collar, cross-currency rate swap, and basis swap; (b) a spot, same day-tomorrow, tomorrow-next, forward, or other foreign exchange, precious metals, or other commodity agreement; (c) a currency swap, option, future, or forward agreement; (d) an equity index or equity swap, option, future, or forward agreement; (e) a debt index or debt swap, option, future, or forward agreement; (f) a total return, credit spread or credit swap, option, future, or forward agreement; (g) a commodity index or a commodity swap, option, future, or forward agreement; (h) a weather swap, option, future, or forward agreement; (i) an emissions swap, option, future, or forward agreement; or (j) an inflation swap, option, future, or forward agreement; (ii) any agreement or transaction that is similar to any other agreement or transaction referred to in this section and that (x) is of a type that has been, is presently, or in the future becomes, the subject of recurrent dealings in the swap or other derivatives markets (including terms and conditions incorporated by reference therein); and (y) is a forward, swap, future, option, or spot transaction on one or more rates, currencies, commodities, equity securities, or other equity instruments, debt securities or other debt instruments, quantitative measures associated with an occurrence, extent of an occurrence, or contingency associated with a financial, commercial, or economic consequence, or economic or financial indices or measures of economic or financial risk or value; (iii) any combination of agreements or transactions referred to in this section; (iv) any

option to enter into an agreement or transaction referred to in this section; (v) a master agreement that provides for an agreement or transaction referred to in clauses (i), (ii), (iii), or (iv) of this section, together with all supplements to any such master agreement, and without regard to whether the master agreement contains an agreement or transaction that is not a swap agreement under this section, except that the master agreement shall be considered to be a swap agreement under this section only with respect to each agreement or transaction under the master agreement that is referred to in clauses (i), (ii), (iii), or (iv) of this section; or (vi) any security agreement or arrangement or other credit enhancement related to any agreements or transactions referred to in clauses (i) through (v), including any guarantee or reimbursement obligation by or to a swap participant or financial participant in connection with any agreement or transaction referred to in any such clause, but not to exceed the damages in connection with any such agreement or transaction, measured in accordance with section 562 of the Bankruptcy Code.

"Hypothetical Availability" shall mean an amount, as of any date of determination, equal to the difference obtained by subtracting: (a)(i) the Credit Facility Exposure, plus (ii) the sum of the Bank Product Reserve, from (b) the product obtained by multiplying the Advance Rate by the Principal Balance of all Eligible Contracts as of such date.

"Increasing Lender" shall have the meaning specified in Section 2.20.

"Indemnified Liabilities" shall have the meaning specified in Section 13.14.

"Indemnified Person" shall have the meaning specified in Section 13.14.

"Indemnified Taxes" shall mean (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by Borrowers under this Agreement and (b) Other Taxes.

"Insolvency Proceeding" shall mean any case or proceeding commenced by or against a Person under any state, federal or foreign law for, or any agreement of such Person to, (a) the entry of an order for relief under the Bankruptcy Code, or any other insolvency, debtor relief or debt adjustment law; (b) the appointment of a receiver, trustee, liquidator, administrator, conservator or other custodian for such Person or any part of its property; or (c) an assignment or trust mortgage for the benefit of creditors.

"Instruments" shall have the same meaning as given to that term in the Code, and shall include all negotiable instruments, notes secured by mortgages or trust deeds, and any other writing which evidences a right to the payment of money and is not itself a security agreement or lease, and is of a type which is, in the ordinary course of business, transferred by delivery with any necessary endorsement or assignment.

"Intercreditor Agreement" shall mean that certain Fifth Amended and Restated Intercreditor Agreement dated as of the date hereof, by and among Agent, the Collateral Agent, Regional, in its individual capacity and as servicer under one or more Permitted Facilities, Borrowers, the Special Purpose Subsidiaries and the other parties thereto, including any Permitted Facility Agent, as may be amended, restated or otherwise modified and in effect from time to time, among the Persons then party thereto.

“Interest Coverage Ratio” shall mean the ratio of (a) the Adjusted Net Income of Regional Management plus the aggregate amount of Interest Expense of Regional Management, each on a trailing twelve month basis (numerator), to (b) the aggregate amount of Interest Expense of Regional Management on a trailing twelve month basis (denominator).

“Interest Expense” shall mean the interest expense accrued during any fiscal period, as determined in accordance with GAAP, on all Funded Debt (including Borrowers’ Obligations to Agent and Lenders), as such interest expense is reflected in the applicable financial statement, as determined in accordance with GAAP (including as such interest expense may be increased or decreased in accordance with GAAP as a result of any applicable interest rate Hedge Agreements); *provided* that, notwithstanding the foregoing, interest expense (x) with respect to Bank Product Obligations or (y) constituting amortized debt issuance costs, in each case, shall not be included as an Interest Expense.

“Interest Period” shall mean one (1) month.

“Interest Rate” shall mean each or any of the interest rates, including the Default Rate, set forth in Section 2.5.

“IRS Code” shall mean the Internal Revenue Code of 1986, as amended from time to time, and any successor statute, and regulations promulgated thereunder.

“L/C Issuer” shall mean BMO and/or any Affiliate of BMO that issues any Letter of Credit pursuant to this Agreement.

“L/C Obligations” shall mean the sum of (a) all amounts owing by Borrowers for draws under Letters of Credit; and (b) the undrawn amount of all outstanding Letters of Credit.

“L/C Sublimit” shall mean \$3,000,000.

“Legal Action” shall mean any judicial action, suit, or proceeding at law, in equity or before any Governmental Authority.

“Lender” and “Lenders” shall have the meanings specified in the introductory paragraph hereof and shall include Agent to the extent of any Agent Advance outstanding and BMO Lender to the extent of any Non-Ratable Loan outstanding; *provided* that no such Agent Advance or Non-Ratable Loan shall be taken into account in determining any Lender’s Pro Rata Share. References herein to Lender shall also be deemed to include reference to any such Lender in its capacity as the L/C Issuer.

“Lending Office” shall mean the office or offices of any Lender specified as its *“Lending Office”* or *“Domestic Lending Office”* or such other office or offices as any Lender may from time to time notify Borrowers.

“Letter of Credit” shall have the meaning specified in Section 2.18(a).

“Letter of Credit Fee” shall have the meaning specified in Section 2.17.

“Level One Regulatory Event” shall mean the formal commencement by written notice by any Governmental Authority of any Legal Action or formal written investigation (other than a request for information) against any of Borrowers, any Bank Originator (to the extent directly related to Contracts originated by such Bank Originator that are included in the Borrowing Base) or any servicer of their respective or collective portfolios of Contracts or any of their respective Affiliates denying its authority to originate, hold, own, service, collect or enforce any Contract, which Legal Action or formal investigation is not released or terminated within 180 calendar days after commencement thereof, *provided* that the issuance of a civil investigative demand (or any other similar inquiry, investigation, request for information (whether specific to Borrowers or a general request) or proceeding) by the CFPB or Governmental Authority shall not, on its own, constitute a Level One Regulatory Event.

“Level Two Regulatory Event” shall mean the issuance or entering of any stay, cease and desist order, injunction, temporary restraining order, or other judicial or non-judicial sanction (other than the imposition of a monetary fine), against any of Borrowers, any Bank Originator (to the extent directly related to Contracts originated by such Bank Originator that are included in the Borrowing Base) or any servicer of their respective or collective portfolios of Contracts or any of their respective Affiliates for material violations of applicable law regarding the originating, holding, pledging, collecting, servicing or enforcing of any Contracts that would reasonably be expected to have a Material Adverse Effect; *provided* that the issuance of a civil investigative demand (or any other similar inquiry, investigation, request for information (whether specific to Borrowers or a general request) or proceeding by the CFPB or Governmental Authority) shall not, on its own, constitute a Level Two Regulatory Event.

“Lien” shall mean any mortgage, lien, pledge, charge, conditional sale or other title retention agreement, security interest, attachment, levy or other encumbrance of any kind, in any case whether consensual or non-consensual. Such term shall include the filing of any UCC financing statements naming any Borrower as “debtor” if such filing is made by, or is authorized or permitted by, such Borrower.

“Loan” shall mean a Revolving Loan.

“Loan Account” shall have the meaning specified in Section 13.17(g).

“Loan Documents” shall mean this Agreement, the Notes, the Letters of Credit and the Applications therefor, the Guaranties, the Security Agreement, the Pledges, the Fee Letters, the Intercreditor Agreement, the Collection Account Agreements, Compliance Certificates, and all other agreements, instruments, and documents heretofore, now or hereafter evidencing, securing, guaranteeing or otherwise relating to the Obligations, the Collateral, the security interest in the Collateral, or any other aspect of the transactions contemplated by this Agreement.

“Majority Lenders” shall mean at any date of determination (a) Lenders whose Pro Rata Shares aggregate more than sixty-six and two-thirds percent (66-2/3%) as such percentage is determined under the definition of Pro Rata Share set forth herein; or (b) in the event there are

only two (2) Lenders under this Agreement, both Lenders; *provided*, that (x) Commitments, Revolving Loans and other Obligations held by a Defaulting Lender and its Affiliates shall be disregarded in making such calculation and (y) at any time that BMO is Agent and BMO Lender the largest Commitment among the Lenders, Majority Lenders shall include (i) BMO Lender and at least one (1) other Lender or (ii) at least four (4) Lenders.

“Management Incentive Plan” shall mean each of the Regional Management Corp. 2007 Management Incentive Plan, the Regional Management Corp. 2011 Stock Incentive Plan, the Regional Management Corp. 2015 Long-Term Incentive Plan and the Regional Management Corp. Annual Incentive Plan, and each other management incentive plan adopted by the board of directors, board of managers or similar body of any Borrower and designed to attract and retain management and employees of Borrowers; *provided*, that such other plan is commercially reasonable given the market capitalization of Borrowers and their Subsidiaries, taken as a whole.

“Material Adverse Effect” shall mean a material adverse effect on (a) the business, operations, properties or condition (financial or otherwise) of Borrowers and the Guarantors, taken as a whole, (b) the legality, validity, binding effect or enforceability against any Borrower or any Guarantor of any Loan Document to which it is a party, (c) the validity or priority of Agent’s Lien on any substantial portion of the Collateral, (d) the ability of Borrowers and the Guarantors, taken as a whole, to perform their Obligations, or (e) the rights, remedies and benefits available to, or conferred upon, Agent or any Lender under any Loan Documents.

“Maturity Date” shall mean August 19, 2028, or such earlier date that the Revolving Loans become due and payable or the aggregate Commitments terminate, by acceleration or otherwise.

“Modified Contract” shall mean a Contract which, at any time, (a) was in default and which default was cured by adjusting or amending the contract terms (other than through a payment extension) or accepting a reduced payment, (b) for which the interest rate, the number or amount of the payments or the principal balance was amended or otherwise modified at any time, or (c) was amended or otherwise modified in any other material respect.

“Multiemployer Plan” shall mean any employee benefit plan described in Section 4001(a)(3) of ERISA, to which any Borrower, guarantor or ERISA Affiliate makes or is obligated to make contributions, or during the preceding five plan years, has made or been obligated to make contributions.

“Net Charge-Off Percent” shall mean the annualized percent, calculated as of the first day of each month, equal to (a) the aggregate amount of all Net Charge-Offs during each of the three (3) months immediately preceding the date of calculation, multiplied by four, divided by (b) the aggregate amount of the Principal Balances owing under all Contracts (other than, for the avoidance of doubt, Permitted Facility Contracts) outstanding as of the last day of each of the previous three (3) months divided by three. For example, if Borrowers charged off \$10,000 each month for three (3) months and if the aggregate Principal Balances outstanding at the end of the previous three (3) months was \$1,000,000 for two (2) months and \$1,200,000 for one (1) month, the Net Charge-Off Percent would be eleven and two-tenths percent (11.2%) (\$120,000 (being \$30,000 multiplied by 4)/\$1,066,667).

“Net Charge-Offs” shall mean the aggregate amount of all unpaid payments due under Contracts (other than, for the avoidance of doubt, Permitted Facility Contracts) which have been charged off by Borrowers during such period, as reduced by the amount of all cash recoveries with respect to Contracts (other than, for the avoidance of doubt, Permitted Facility Contracts) which had been charged off during previous periods or during such period.

“Net Income” shall mean, with respect to any Person for any fiscal period, consolidated net income of such Person, as determined in accordance with GAAP, before provision for income taxes for such period.

“Non-Ratable Loans” shall have the meaning specified in Section 2.2(h)(i).

“Notes” shall mean, collectively, all promissory notes executed and delivered by Borrowers to Lender pursuant to this Agreement, as the same may be amended, extended, increased, supplemented or otherwise modified from time to time.

“Notice of Borrowing” shall have the meaning specified in Section 2.2(b)(i).

“Obligations” shall mean all (a) principal of and premium, if any, on the Revolving Loans, (b) all L/C Obligations and all other debts, liabilities, and other obligations owing to the L/C Issuer now or hereafter arising from or in connection with the Letters of Credit and including, without limitation, all Reimbursement Obligations owing under the Applications, (c) interest, expenses, fees, indemnification obligations, reimbursement obligations (including pursuant to Section 13.1 hereof), and other amounts payable by Borrowers or Guarantors under the Loan Documents, (d) all Bank Product Obligations, and (e) all other Debts, loans, advances, liabilities, obligations and debts owing by Borrowers to Agent and/or any Lender arising under or pursuant to this Agreement or any of the other Loan Documents, in each case whether now existing or hereafter arising, whether evidenced by a note or other writing, whether allowed in any Insolvency Proceeding, whether arising from an extension of credit, issuance of a letter of credit, acceptance, loan, guaranty, indemnification or otherwise, and whether direct or indirect, absolute or contingent, due or to become due, primary or secondary, or joint or several; *provided*, that Obligations of a Borrower or a Guarantor shall not include Excluded Swap Obligations of such Person.

“OFAC” shall mean the Office of Foreign Assets Control of the U.S. Treasury Department.

“Other Connection Taxes” shall mean Taxes imposed on a Recipient due to a present or former connection between it and the taxing jurisdiction (other than connections arising from the Recipient having executed, delivered, become party to, performed obligations or received payments under, received or perfected a Lien or engaged in any other transaction pursuant to, enforced, or sold or assigned an interest in, any Loan or Loan Document).

“Other Taxes” shall mean all present or future stamp, court, documentary, intangible, recording, filing or similar taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a Lien under, or otherwise with respect to, any Loan Document, except Other Connection Taxes imposed with respect to an assignment (other than an assignment made pursuant to Section 13.24(a)).

“Participant” shall mean any commercial bank, financial institution, or other Person (other than a natural person) not an Affiliate of any Borrower who shall have been granted the right by any Lender to participate in the financing provided by such Lender under this Agreement, and who shall have entered into a participation agreement in form and substance satisfactory to such Lender.

“Participating Interest” shall have the meaning specified in Section 2.16(e).

“Participating Lender” shall have the meaning specified in Section 2.16(e).

“Past Due Percent” shall mean the percent, calculated as of the first day of each month, equal to (a) the aggregate amount of Gross Contract Payments owing under all Contracts (excluding Contracts charged-off and, for the avoidance of doubt, Permitted Facility Contracts), as to which any portion of an installment due thereunder is thirty (30) days or more past due as determined on a contractual basis as of the last day of each of the three (3) months immediately preceding the date of calculation, divided by (b) the aggregate amount of Gross Contract Payments owing under all Contracts (excluding Contracts charged-off and, for the avoidance of doubt, Permitted Facility Contracts) as of the last day of each of the three (3) months immediately preceding the date of calculation. For example, if, as of the last day of the previous three months the Gross Contract Payments were \$1,000,000, \$1,250,000 and \$1,500,000 and on the same date the amount of Gross Contract Payments that were more than thirty (30) days past due was \$100,000, \$150,000 and \$150,000, the Past Due Percent would be ten and two-thirds percent (10-2/3%) (\$400,000/\$3,750,000).

“PBGC” shall mean the Pension Benefit Guaranty Corporation.

“Pension Plan” shall mean any employee pension benefit plan (as such term is defined in Section 3(2) of ERISA), other than a Multiemployer Plan, that is subject to Title IV of ERISA and is sponsored or maintained by any Borrower, guarantor or ERISA Affiliate or to which the any Borrower, guarantor or ERISA Affiliate contributes or has an obligation to contribute, or in the case of a multiple employer or other plan described in Section 4064(a) of ERISA, has made contributions at any time during the preceding five plan years.

“Permitted Acquisition” shall mean any Acquisition, so long as (a) no Default or Event of Default exists or would result therefrom; (b) such Acquisition is consensual; (c) the assets, business or Person being acquired is useful or engaged in the business of Borrowers or a business reasonably related thereto, is located and organized within the United States, and had positive earnings before interest, income taxes, depreciation and amortization for the 12-month period most recently ended; (d) no Debt or Liens are assumed or incurred in connection with such Acquisition (other than Permitted Debt); (e) on a pro forma basis for 30 days prior to and on the date thereof immediately after giving effect to any such Permitted Acquisition, Hypothetical Availability is equal to or greater than 15% of the Credit Facility Exposure; (f) Agent shall have received all material acquisition documentation, in form and substance reasonably satisfactory to Agent, pursuant to which such Acquisition is to be consummated, and such Acquisition shall be consummated on the executed versions of such documentation so provided; (g) if the Contracts acquired in connection with such Permitted Acquisition are proposed to be included in Eligible Contracts, Agent shall have conducted an audit and field examination of such Contracts to its satisfaction in its Permitted

Discretion (and, without limitation, the applicable Contracts otherwise comply with the eligibility and other requirements set forth therefor in this Agreement); (h) such Acquisition shall not have a purchase price that exceeds \$25,000,000; (i) such Acquisition shall not result in the aggregate purchase price paid for all Acquisitions in any consecutive 12 month period to exceed \$50,000,000; and (j) Borrowers provide Agent with not less than 10 Business Days' prior written notice of such Acquisition (or such shorter period as Agent may agree) and deliver to Agent a duly executed certificate in the form attached hereto as Exhibit D on or prior to the date of the closing of such Acquisition.

"Permitted Charged Off Contracts Sale" shall mean the sale in the ordinary course of business of Contracts that have been charged off by a Borrower in accordance with Borrowers' guidelines for an amount not less than two percent of the unpaid balance of such Contracts.

"Permitted Debt" shall mean (a) the Obligations, (b) [reserved], (c) Debt evidencing intercompany loans among Borrowers and Guarantors, (d) Debt arising from the honoring by a bank or other financial institution of a convenience check (a/k/a live check) drawn against insufficient funds *provided* that such Debt is repaid by the end of the Business Day in which such Debt was incurred, (e) current accounts payable, accrued expenses and customer advance payment incurred in the ordinary course of business, (f) Debt secured by Permitted Liens; (g) Debt permitted under Section 8.3, (h) unsecured Debt in addition to the foregoing in an aggregate amount not to exceed \$50,000,000 at any one time outstanding, (i) to the extent constituting Debt, obligations under interest rate Hedge Agreements entered into in the ordinary course of business and not for speculative purposes (it being acknowledged and agreed that any such agreements entered into in the ordinary course of business that are not entered into in connection with a specified credit facility shall not be deemed entered into for speculative purposes by reason thereof), (j) Debt arising from indemnification, buyback, repurchase, reassignment, reallocation, prepayment or redemption obligations of a Borrower under the documents evidencing a Permitted Facility, (k) Subordinated Debt expressly consented to in writing by Agent and (l) any Debt representing a Permitted Refinancing of the foregoing.

"Permitted Discretion" shall mean a determination made in the exercise, in good faith, of reasonable business judgment (from the perspective of a secured, asset-based lender).

"Permitted Facility" shall mean a Securitization or a Warehouse Facility that is permitted by Section 8.18(a) hereof.

"Permitted Facility Agent" shall mean both (a) a Securitization Agent and (b) a Warehouse Facility Agent.

"Permitted Facility Contracts" shall mean both (a) Securitization Contracts and (b) Warehouse Facility Contracts, and all related Collateral, which for the avoidance of doubt shall include the items of the type described in clauses (a) through (e) of the definition of "Collateral" specifically with respect to such Permitted Facility Contract and any such related Security Documents.

“Permitted Facility Documents” shall mean any purchase and sale agreements or similar agreements, collectively with all credit agreements, indentures, servicing agreements, subservicing agreements, placement agency or underwriting agreements, trust agreements and other material documents and agreements executed in connection with a Permitted Facility or related thereto.

“Permitted Facility Reconveyed Contracts” shall mean Reconveyed Contracts transferred to a Borrower from a Permitted Facility for the purpose of enabling such Borrower to immediately thereafter transfer such Contracts to a different Permitted Facility.

“Permitted Liens” shall mean the following Liens (a) Liens, whether presently existing or created hereafter, pursuant to the Loan Documents or Liens in favor of Agent; (b) Liens for taxes or assessments or other governmental charges or levies not yet due and payable or which are being contested in accordance with Section 8.1, (c) workers’, mechanics’, suppliers’, carriers’, warehousemen’s or other similar Liens (i) arising in the ordinary course of business or (ii) securing obligations being contested in accordance with Section 8.1, (d) Liens arising in respect of leases and subleases, (e) landlord’s Liens arising by operation of law, (f) purchase money Liens on assets acquired by any Borrower or any of its Subsidiaries in the ordinary course of its business to secure the purchase price of such asset or Debt incurred solely for the purpose of financing the acquisition of such asset, (g) deposits and pledges of cash securing (i) obligations incurred in respect of workers’ compensation, unemployment insurance, social security or other forms of governmental insurance or benefits, (ii) the performance of bids, tenders, leases, contracts (other than for the repayment of borrowed money) and statutory obligations or (iii) obligations on surety, appeal or performance bonds, (h) easements, zoning restrictions, licenses, covenants and similar encumbrances on real property and minor irregularities in the title thereto that do not (i) secure obligations for the payment of money or (ii) materially impair the value of such property or its use in the normal conduct of business, (i) Liens in favor of collecting banks arising from the endorsement of negotiable instruments for deposit or collection in the ordinary course of business, (j) the title of a lessor or sublessor to lease property under any lease, (k) Liens with respect to capitalized lease obligations, (l) cash collateral securing indebtedness, obligations or liabilities in respect of Hedge Agreements constituting Permitted Debt, and (m) Liens (or purported Liens) relating solely to a Special Purpose Subsidiary and its Permitted Facility Contracts and proceeds thereof, *provided* that the holders or beneficiaries (or trustees on behalf of the holders or beneficiaries) thereof are parties to and bound by the Intercreditor Agreement.

“Permitted Refinancings” shall mean the refinancing of Debt (other than with respect to a Permitted Facility); *provided, however,* that (a) no Event of Default shall have occurred and be continuing or would arise therefrom, (b) any such refinancing Debt shall (i) not be on financial and other terms that are materially more onerous in the aggregate than the Debt being refinanced and shall not have defaults, rights or remedies materially more burdensome in the aggregate to the obligor than the Debt being refinanced, (ii) not have a stated maturity or Weighted Average Life to Maturity that is shorter than the Debt being refinanced, (iii) be at least as subordinate to the Obligations as the Debt being refinanced (and unsecured if the refinanced Debt is unsecured), and (iv) be in a principal amount that does not exceed the principal amount so refinanced, plus all accrued and unpaid interest thereon, plus the stated amount of any premium and other payments required to be paid in connection with such refinancing pursuant to the terms of the Debt being refinanced, plus the amount of reasonable expenses of Borrowers or any of its Subsidiaries

incurred in connection with such refinancing, and (c) the sole obligors and/or guarantors on such Debt shall not include any Person other than the obligors and/or guarantors on such Debt being refinanced.

“Permitted Transfer” shall have the meaning specified in Section 8.18(a)(ii).

“Person” shall mean any individual, sole proprietorship, partnership, limited liability company, joint venture, trust, unincorporated organization, association, corporation, or any other entity.

“Platform” shall have the meaning specified in Section 13.5(c).

“Pledge” shall mean a pledge agreement executed by any Borrower or Guarantor, as security for payment and/or performance of the Obligations.

“Principal Balance” shall mean, as of the date of determination with respect to the Contracts, the remaining Gross Contract Payments owing under all such Contracts less all remaining unearned interest, insurance commissions, fees, charges, discounts, less all collections and/or payments due to Bank Originators (if applicable) with respect to any Contracts originated by such Bank Originator that have not been remitted to Bank Originators in accordance with the applicable Bank Originator Program Documents, and less all remaining dealer reserves in respect of all such Contracts, calculated based upon a pro rata ratio of unearned items to Gross Contract Payments owing under all such Contracts.

“Pro Rata Share” shall mean, with respect to a Lender, a fraction (expressed as a percentage), the numerator of which is the amount of such Lender’s Commitment and the denominator of which is the sum of the amounts of all of the Lenders’ Commitments, or if no Commitments are outstanding or the Commitments have expired, a fraction (expressed as a percentage), the numerator of which is the amount of Revolving Loans and L/C Obligations owed to such Lender and the denominator of which is the aggregate amount of the Revolving Loans and L/C Obligations owed to all Lenders, in each case giving effect to a Lender’s participation in Non-Ratable Loans and Agent Advances.

“Property” shall mean the personal and any real property described in the Security Documents which secure the obligations of a Contract Debtor under a Contract.

“PTE” shall mean a prohibited transaction class exemption issued by the U.S. Department of Labor, as any such exemption may be amended from time to time.

“Qualified ECP” shall mean a Borrower or Guarantor with total assets exceeding \$10,000,000, or that constitutes an “eligible contract participant” under the Commodity Exchange Act and can cause another Person to qualify as an “eligible contract participant” under Section 1a(18)(A)(v)(II) of such act.

“Recipient” shall mean Agent, L/C Issuer, any Lender or any other recipient of a payment to be made by a Borrower or Guarantor under a Loan Document or on account of an Obligation.

“Reconveyed Contract” shall mean any Contract that is repurchased, reallocated, distributed and/or reassigned to a Borrower and released from any Lien arising under the applicable Permitted Facility, unless and until such Contract is subsequently sold, transferred, assigned, contributed or otherwise transferred to a Special Purpose Subsidiary in connection with a Permitted Facility.

“Regional Management” shall mean Regional, on a consolidated basis in accordance with GAAP, and shall include without limitation, other Borrowers, Guarantors and Special Purpose Subsidiaries.

“Register” shall have the meaning specified in Section 11.2(d).

“Regulation AB” shall mean Subpart 229.1100 — Asset Backed Securities (Regulation AB), 17 C.F.R. §§229.1100-229.1125, as such may be amended from time to time, and subject to such clarification and interpretation as have been provided by the Securities and Exchange Commission in the adopting release (Asset-Backed Securities, Securities Act Release No. 33-8518, 70 Fed. Reg. 1,506, 1,531 (Jan. 7, 2005)) that are in effect on any specific date by the staff of the Securities and Exchange Commission, or as may be provided by the Securities and Exchange Commission or its staff from time to time.

“Regulation RR” shall mean Regulation RR under the Securities Exchange Act of 1934, codified at 17 C.F.R. Part 246.

“Regulatory Event” shall mean either a Level One Regulatory Event or a Level Two Regulatory Event.

“Reimbursement Obligation” shall have the meaning specified in Section 2.16(c).

“Release Request” shall mean a written request by a Borrower delivered to Agent in substantially the form attached hereto as Exhibit C requesting the release from the Collateral of certain Contracts listed on a schedule annexed to such Release Request.

“Relevant Governmental Body” shall mean the FRB and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the FRB and/or the Federal Reserve Bank of New York, or any successor thereto.

“Renewal” shall mean (a) a transaction in which one or more Contract Debtors in respect of an existing Securitization Contract enters into a Contract with a Borrower evidencing a new non-revolving personal loan which (i) refinances such Securitization Contract in full, (ii) results in the existing loan balance in respect of such Securitization Contract, plus any additional advances or financed amounts, being assigned a new loan number and (iii) may also provide for the extension of additional advances or credit to such Contract Debtor or Contract Debtors or (b) in the case of a Renewal Loan Replacement, (i) a “Renewal” as defined in clause (a) herein and/or a (ii) Delinquent Renewal.

“Renewal Loan” shall mean (a) the new non-revolving Contract entered into between a Borrower and the Contract Debtor pursuant to any Renewal or (b) in the case of a Renewal Loan Replacement, (i) a “Renewal Loan” as defined in clause (a) herein and/or (ii) a Delinquent Renewal Loan.

“Renewal Loan Replacements” shall mean a Renewal Loan a Special Purpose Subsidiary has authorized Regional or a Borrower in its capacity as servicer or subservicer, as applicable, on the Special Purpose Subsidiary’s behalf to replace the existing refinanced Securitization Contract in the Securitization that is permitted by Section 8.18(a) hereof on the day such Renewal occurs, and the transfer of such Renewal Loan on the date of such Renewal to the Securitization that is permitted by Section 8.18(a) hereof that held the related Securitization Contract prior to the Renewal.

“Repossession Percent” shall mean the percent, calculated as of the first day of each month, equal to (a) the repossession value of all Property which Borrowers have repossessed and which, as of the last day of the month immediately preceding the date of calculation, was reflected as an asset on Borrowers’ books divided by (b) the Principal Balance owing under all Contracts (excluding Contracts charged-off and, for the avoidance of doubt, Permitted Facility Contracts) outstanding as of the last day of that month. For example, if ten (10) Properties having a total repossession value of \$50,000 had at any time been repossessed by Borrowers and were reflected as assets on the books of Borrowers at the end of the month and the Principal Balance was \$2,000,000 at the end of such month, the Repossession Percent would be two and one-half percent (2-1/2%) (\$50,000/\$2,000,000).

“Required Lenders” shall mean at any time (a) Lenders whose Pro Rata Shares aggregate more than fifty-one percent (51%) as such percentage is determined under the definition of Pro Rata Share set forth herein; or (b) in the event there are only two (2) Lenders under this Agreement, both Lenders; or (c) in the event BMO Lender’s Pro Rata Share exceeds fifty-one percent (51%), BMO Lender plus one other Lender; *provided*, that (x) Commitments, Revolving Loans and other Obligations held by a Defaulting Lender and its Affiliates shall be disregarded in making such calculation and (y) at any time that BMO is Agent and BMO Lender has the largest Commitment among the Lenders, Required Lenders shall include (i) BMO Lender and at least one (1) other Lender or (ii) at least three (3) Lenders.

“Rescindable Amount” shall have the meaning specified in Section 2.22.

“Reserves” shall mean, as of any date of determination, (a) Bank Product Reserves that Agent establishes and maintains in its Permitted Discretion and (b) those other reserves (including with respect to Regulatory Events and/or Bank Originator Regulatory Events) that Agent deems necessary or appropriate, in its Permitted Discretion, to establish and maintain. Notwithstanding the foregoing or anything contrary in this Agreement, (a) no Reserves shall be established or increased, except upon not less than five (5) Business Days’ prior written notice to Borrower Agent, which notice shall include a reasonably detailed description of such Reserve or increase being established (during which period (i) Agent shall, if requested, discuss any such Reserve or increase with Borrower Agent, and (ii) Borrower Agent may take such action as may be required so that the event, condition or matter that is the basis for such Reserve or increase no longer exists

or exists in a manner that would result in the establishment of a lower Reserve reasonably satisfactory to Agent), (b) the amount of any Reserve or increase to any Reserve established by Agent shall have a direct and reasonable relationship to the event, condition or other matter that is the basis for such Reserve or such increase and (c) no Reserve shall be duplicative of any matters or circumstances already accounted for through eligibility criteria or constitute a general Reserve applicable to all Contracts that is the functional equivalent of a decrease in advance rates.

“*Resolution Authority*” means an EEA Resolution Authority or, with respect to any UK Financial Institution, a UK Resolution Authority.

“*Revolving Loans*” shall have the meaning specified in Section 2.2 and includes each Agent Advance and Non-Ratable Loan.

“*RMC Reinsurance*” shall mean RMC Reinsurance, Ltd., a Turks and Caicos Islands company.

“*Sanction*” or “*Sanctions*” shall mean any and all economic or financial sanctions, sectoral sanctions, secondary sanctions, trade embargoes and restrictions and Anti-Terrorism Laws imposed, administered or enforced from time to time by any Governmental Authority: including, without limitation: (a) the United States of America, including those administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control (OFAC), the U.S. Department of State, the U.S. Department of Commerce, or through any existing or future statute or Executive Order, (b) the United Nations Security Council, (c) the European Union, (d) the United Kingdom, (e) any other governmental authority with jurisdiction over Borrowers or any member of the Borrowing Group.

“*Sanctioned Target*” shall mean any target of Sanctions, including: (a) Persons on any list of targets identified or designated pursuant to any Sanctions, (b) Persons, countries, or territories that are the target of any territorial or country-based Sanctions program, (c) Persons that are a target of Sanctions due to their ownership or control by any Sanctioned Target(s), or (d) otherwise a target of Sanctions, including vessels and aircraft, that are designated under any Sanctions program.

“*Securitization*” shall mean any securitization or similar transaction, including but not limited to a Section 4(a)(2) of the Securities Act private offering of asset backed term notes, a public SEC-registered or Rule 144A private offering of asset backed term notes in which a Special Purpose Subsidiary acquires Contracts and related assets from a Borrower or receivables and related assets from another Special Purpose Subsidiary; *provided* that for purposes of this definition a “Securitization” shall not include a Warehouse Facility.

“*Securitization Agent*” shall mean any trustee, custodian, collateral agent, paying agent or other Person that is authorized to act on behalf of the owner(s) of a Securitization Contract in connection with a Securitization.

“*Securitization Contracts*” shall mean any Contract (including any Renewal Loan relating to a Renewal Loan Replacement) which has been transferred to a Special Purpose Subsidiary in

connection with a Securitization that is a Permitted Facility and is not a Reconveyed Contract (other than a Permitted Facility Reconveyed Contract) or a Warehouse Facility Contract.

“Security Agreement” shall mean that certain Fourth Amended and Restated Security Agreement, dated as of the date hereof, given by Borrowers, Credit Recovery Associates, Inc., the Special Purpose Subsidiaries party thereto and any Special Purpose Subsidiary formed for the purpose of entering into any Permitted Facility, from time to time, in favor of Collateral Agent for the benefit of Agent (for the benefit of Lenders) and any such Permitted Facility Agent, as may be amended, restated or otherwise modified and in effect from time to time.

“Security Documents” shall mean the Security Agreement and all security agreements, chattel mortgages, deeds of trust, mortgages, or other security instruments or agreements of every type and nature securing the obligations of a Contract Debtor under a Contract.

“Settlement” and *“Settlement Date”* shall have the meanings specified in Section 2.2(j)(i).

“SOFR” shall mean a rate equal to the secured overnight financing rate as administered by the SOFR Administrator (or a successor administrator of the secured overnight financing rate).

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

“Special Purpose Subsidiary” shall mean a direct or indirect bankruptcy remote Subsidiary of Regional that is not used for any purpose or engaging in any business activity other than: (a) entering into or otherwise consummating a Permitted Facility, (b) acquiring, conveying and/or retaining Permitted Facility Contracts and/or acquiring or retaining securities issued in connection with a Permitted Facility, and (c) performing its duties and obligations (and exercising its rights) under a Permitted Facility.

“Specified Event of Default” shall mean an Event of Default under Section 10.1(a), (c), (d) (solely as a result of a failure to comply with Section 5.2(a) or Section 8.16), (e), (g), (h), (j) or (k).

“Specified Obligor” shall mean a Borrower or Guarantor that is not then an “eligible contract participant” under the Commodity Exchange Act (determined prior to giving effect to Section 13.7 hereof).

“Subordinated Debt” shall mean all unsecured Debt of Borrowers, incurred or assumed, whether prior to or after the Closing Date, which at all times during the term of this Agreement is (a) subordinated to Borrowers’ Obligations hereunder pursuant to a written subordination agreement or in subordination provisions in the documents governing such Debt, the terms of which are satisfactory to Agent and the Required Lenders as of the date of such subordination agreement or as of the date such documents governing such Debt are entered into or assumed; or (b) subordinated, in a manner satisfactory to Agent and the Required Lenders as of the date such Debt is incurred or assumed, to Borrowers’ Obligations hereunder.

“*Subsidiary*” shall mean, with respect to any Person, any corporation or other entity of which such Person owns, directly or indirectly, more than 50% of the capital stock of such corporation or equity interests in such other entity having by the terms thereof ordinary voting power to elect a majority of the board of directors, board of managers or similar body of such corporation or entity.

“*Swap Obligation*” shall mean obligations under a Hedge Agreement that constitutes a “swap” within the meaning of Section 1a(47) of the Commodity Exchange Act.

“*Taxes*” shall mean any and all present or future taxes, levies, imposts, deductions, charges or withholdings, and all liabilities with respect thereto.

“*Term SOFR*” shall mean the Term SOFR Reference Rate for a tenor comparable to the Interest Period on the day (such day, the “*Periodic Term SOFR Determination Day*”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; *provided, however*, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day.

“*Term SOFR Administrator*” shall mean CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by Agent in its reasonable discretion).

“*Term SOFR Reference Rate*” shall mean the forward-looking term rate based on SOFR.

“*Total Credit Facility*” shall mean the aggregate Commitments of the Lenders of \$355,000,000 (as adjusted from time to time based on changes to the aggregate Commitments pursuant to the terms of this Agreement) and includes the issuing of Letters of Credit hereunder.

“*Total Portfolio Contracts*” shall mean collectively, without duplication, all Contracts (including secured and unsecured Contracts and Reconveyed Contracts) and all Permitted Facility Contracts.

“*Total Portfolio Gross Contract Payments*” shall mean, as of the date of determination with respect to any Total Portfolio Contracts, the outstanding balance thereof including all unearned interest, fees, charges, commission, and discounts and all dealer reserves in respect thereof.

“*Total Portfolio Net Charge-Off Percent*” shall mean the percent, calculated as of the first day of each month, equal to (a) the aggregate amount of all Total Portfolio Net Charge-Offs during

each of the twelve (12) months immediately preceding the date of calculation, divided by (b) the average amount of the Total Portfolio Principal Balances owing under all Total Portfolio Contracts outstanding as of the last day of each of the previous twelve (12) months.

“Total Portfolio Net Charge-Offs” shall mean the aggregate amount of all unpaid payments due under Total Portfolio Contracts which have been charged off during such period, as reduced by the amount of all cash recoveries with respect to Total Portfolio Contracts which had been charged off during previous periods or during such period.

“Total Portfolio Past Due Percent” shall mean the percent, calculated as of the first day of each month, equal to (a) the aggregate amount of Total Portfolio Gross Contract Payments owing under all Total Portfolio Contracts (other than Total Portfolio Contracts included in clause (a) of the definition of *“Total Portfolio Repossession Percent”*), as to which any portion of an installment due thereunder is sixty (60) days or more past due as determined on a contractual basis as of the last day of each of the three (3) months immediately preceding the date of calculation, divided by (b) the aggregate amount of Total Portfolio Gross Contract Payments owing under all Total Portfolio Contracts (excluding Total Portfolio Contracts charged-off) as of the last day of each of the three (3) months immediately preceding the date of calculation. For example, if, as of the last day of the previous three months the Total Portfolio Gross Contract Payments were \$1,000,000, \$1,250,000 and \$1,500,000 and on the same date the amount of Total Portfolio Gross Contract Payments that were more than sixty (60) days past due was \$100,000, \$150,000 and \$150,000, the Total Portfolio Past Due Percent would be ten and two-thirds percent (10-2/3%) (\$400,000/\$3,750,000).

“Total Portfolio Principal Balance” shall mean, as of the date of determination with respect to the Total Portfolio Contracts, the remaining Total Portfolio Gross Contract Payments owing under all such Total Portfolio Contracts less all remaining unearned interest, insurance commissions, fees, charges, discounts, less all collections and/or payments due to Bank Originators that have not been remitted to Bank Originators in accordance with the applicable Bank Originator Program Documents, and less all remaining dealer reserves in respect of all such Total Portfolio Contracts, calculated based upon a pro rata ratio of unearned items to Total Portfolio Gross Contract Payments owing under all such Total Portfolio Contracts.

“Total Portfolio Repossession Percent” shall mean the percent, calculated as of the first day of each month, equal to (a) the repossession value of all Property which has been repossessed with respect to Total Portfolio Contracts and which, as of the last day of the month immediately preceding the date of calculation, was reflected as an asset on Regional or its applicable Subsidiary’s books divided by (b) the Total Portfolio Principal Balance owing under all Total Portfolio Contracts (excluding Total Portfolio Contracts charged-off) outstanding as of the last day of that month. For example, if ten (10) Properties having a total repossession value of \$50,000 had at any time been repossessed with respect to Total Portfolio Contracts and were reflected as assets on the books of Regional or its applicable Subsidiary at the end of the month and the Total Portfolio Principal Balance was \$2,000,000 at the end of such month, the Total Portfolio Repossession Percent would be two and one-half percent (2-1/2%) (\$50,000/\$2,000,000).

“*UK Financial Institution*” means any BRRD Undertaking (as such term is defined under the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority) or any person falling within IFPRU 11.6 of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, which includes certain credit institutions and investment firms, and certain affiliates of such credit institutions or investment firms.

“*UK Resolution Authority*” means the Bank of England or any other public administrative authority having responsibility for the resolution of any UK Financial Institution.

“*UK Securitization Framework*” shall mean (a) the United Kingdom Securitization Regulations 2024 (SI 2024/102) (as amended by the Securitization (Amendment) Regulations 2024 (SI 2024/705) and any further or additional amendments thereto); (b) the securitization sourcebook of the FCA Handbook (as amended from time to time) promulgated by the United Kingdom Financial Conduct Authority, set out in Policy Statement PS24/4; (c) the Securitization Part of the PRA Rulebook (as amended from time to time) promulgated by the United Kingdom Prudential Regulation Authority; and (d) relevant provisions of the Financial Services and Markets Act 2000.

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

“*Unused Line Fee*” shall have the meaning specified in Section 2.8.

“*Unused Line Fee Percentage*” shall mean (a) for each calendar month for which the average outstanding principal balance of the Obligations is greater than or equal to seventy-five percent (75%) of the Total Credit Facility, 0.30% per annum; (b) for each calendar month for which the average outstanding principal balance of the Obligations is less than seventy-five percent (75%) but greater than or equal to fifty percent (50%) of the Total Credit Facility, 0.50% per annum; (c) for each calendar month for which the average outstanding principal balance of the Obligations is less than fifty percent (50%) but greater than or equal to twenty-five percent (25%) of the Total Credit Facility, 0.70% per annum; and (d) for each calendar month for which the average outstanding principal balance of the Obligations is less than twenty-five percent (25%) of the Total Credit Facility, 0.90% per annum.

“*U.S. Government Securities Business Day*” shall mean any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association, or any successor thereto, recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“*U.S. PATRIOT Act*” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), as amended and in effect from time to time.

“U.S. Special Resolution Regime” shall mean each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

“VantageScore” shall mean a credit score created by VantageScore Solutions, LLC, or any successor thereto.

“Warehouse Facility” shall mean one or more lines of credit, revolving loans or an amortizing term loan provided by financial institutions to a Special Purpose Subsidiary or an asset backed financing transaction, that are secured by Contracts permitted to be transferred to the applicable Special Purpose Subsidiary pursuant to this Agreement, *provided* that for purposes of this definition a *“Warehouse Facility”* shall not include a Securitization.

“Warehouse Facility Agent” shall mean any lender, agent, trustee, custodian, collateral agent, paying agent or other Person that is authorized to act on behalf of the owner(s) of a Warehouse Facility Contract in connection with a Warehouse Facility.

“Warehouse Facility Contracts” shall mean any Contract which has been transferred to a Special Purpose Subsidiary in connection with a Warehouse Facility that is a Permitted Facility and is not a Reconveyed Contract (other than a Permitted Facility Reconveyed Contract) or a Securitization Contract.

“Weighted Average Life to Maturity” shall mean, when applied to any Debt at any date, the number of years obtained by dividing (a) then outstanding principal amount of such Debt into (b) the sum of the total of the product obtained by multiplying (i) the amount of each scheduled installment, sinking fund, serial maturity or other required payment of principal including payment at final maturity, in respect thereof, by (ii) the number of years (calculated to the nearest one-twelfth) that will elapse between such date and the making of such payment.

“Write-Down and Conversion Powers” shall mean (a) with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the EU Bail-In Legislation for the applicable EEA Member Country, which powers are described in the EU Bail-In Legislation Schedule; and (b) with respect to the United Kingdom, any powers of the applicable Resolution Authority under the Bail-In Legislation to cancel, reduce, modify or change the form of a liability of any UK Financial Institution or any contract or instrument under which that liability arises, to convert all or part of that liability into shares, securities or obligations of that person or any other person, to provide that any such contract or instrument is to have effect as if a right had been exercised under it or to suspend any obligation in respect of that liability or any of the powers under that Bail-In Legislation that are related to or ancillary to any of those powers.

Section 1.2. Interpretive Provisions TC "Section 1.2. Interpretive Provisions" \f C \l "2" .

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.

(b) The words “hereof,” “herein,” “hereunder” and similar words refer to this Agreement as a whole and not to any particular provision of this Agreement; and Subparagraph, Paragraph, Section, Schedule and Exhibit references are to this Agreement unless otherwise specified.

(c) i) The term “documents” includes any and all instruments, documents, agreements, certificates, indentures, notices and other writings, however evidenced.

(ii) The term “including” is not limiting and means “including without limitation”.

(iii) In the computation of periods of time from a specified date to a later specified date, the word “from” means “from and including”, the words “to” and “until” each mean “to but excluding” and the word “through” means “to and including”.

(d) Unless otherwise expressly provided herein, (i) references to agreements (including this Agreement) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of any Loan Document, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting the statute or regulation.

(e) This Agreement and other Loan Documents may use several different limitations, tests or measurements to regulate the same or similar matters. All such limitations, tests and measurements are cumulative and shall each be performed in accordance with their terms.

(f) This Agreement and the other Loan Documents are the result of negotiations among and have been reviewed by counsel to Agent, Borrowers and the other parties, and are the products of all parties. Accordingly, they shall not be construed against the Lenders or Agent merely because of Agent’s or the Lenders’ involvement in their preparation.

(g) In the event that any Accounting Change shall occur and such change results in a change in the method of calculation of any financial covenants, standards or terms in this Agreement, then, upon the request of Regional or Agent, Borrowers, the Lenders and Agent shall negotiate in good faith to amend such financial covenant, standard, or term to preserve the original intent thereof in light of such Accounting Change with the desired result that the criteria for evaluating Borrowers’ financial condition shall be the same after such Accounting Change as if such Accounting Change had not been made. Until such time as such an amendment shall have been executed and delivered by Borrowers, Agent, and the applicable Lenders, (A) all financial covenants, standards, and terms in this Agreement shall continue to be calculated or construed as if such Accounting Change had not occurred and (B) Borrowers shall provide to Agent and the applicable Lenders financial statements and other documents required under this Agreement or as reasonably requested

hereunder setting forth a reconciliation between calculations of such financial covenant, standard, or term made before, and after giving effect to, such Accounting Change.

(h) To the extent the due date for any report or other item required to be delivered under this Agreement falls on a day that is not a Business Day, such due date shall be deemed to be extended to the immediately succeeding Business Day.

SECTION TWO - LOANS AND LETTERS OF CREDIT; TERMS OF PAYMENT. TC "SECTION TWO - LOANS AND LETTERS OF CREDIT AND TERMS OF PAYMENT" \f C \l "1"

Section 2.1. Total Facility TC "Section 2.1. Total Facility" \f C \l "2" . Subject to all of the terms and conditions of this Agreement, Lenders severally agree to make available a total credit facility of up to the Total Credit Facility for Borrowers' use from time to time during the term of this Agreement. The Total Credit Facility shall be composed of a revolving line of credit consisting of Revolving Loans and Letters of Credit up to the Availability, as described in Section 2.2.

Section 2.2. Revolving Loans TC "Section 2.2. Revolving Loans" \f C \l "2" .

(a) *Amounts.* Subject to the satisfaction of the conditions precedent set forth in Section 6 and so long as no Default or Event of Default then exists, each Lender severally, but not jointly, agrees, upon Borrowers' request from time to time on any Business Day during the period from the date hereof to the Maturity Date, to make revolving loans (the "*Revolving Loans*") to Borrowers, in amounts not to exceed (except for BMO Lender with respect to Non-Ratable Loans and except for Agent with respect to Agent Advances) such Lender's Pro Rata Share of the Availability. The Lenders, however, in their unanimous discretion, may elect to make Revolving Loans in excess of the Availability on one or more occasions, but if they do so, neither Agent nor the Lenders shall be deemed thereby to have changed the limits of the Total Credit Facility or the Availability or to be obligated to exceed such limits on any other occasion, subject to Agent's authority, in its discretion, to make Agent Advances pursuant to the terms of Section 2.2(i). If the sum of outstanding Revolving Loans, together with all outstanding L/C Obligations, exceeds the Availability, Lenders may refuse to make or otherwise restrict the making of Revolving Loans as Lenders determine until such excess has been eliminated, subject to Agent's authority, in its discretion, to make Agent Advances pursuant to the terms of Section 2.2(i).

(b) *Procedure for Borrowing.*

(i) Each Borrowing shall be made upon any Borrower's irrevocable notice delivered to Agent submitted via Agent's online automatic request system in the form of a notice of borrowing in the form attached hereto as Exhibit A (a "*Notice of Borrowing*") which notice must be received by Agent prior to 1:00 p.m. (Chicago time) on the requested Funding Date, specifying:

(A) the amount of the Borrowing; and

(B) the requested Funding Date, which shall be a Business Day.

(ii) With respect to any request for Revolving Loans, in lieu of delivering the above-described Notice of Borrowing, a Borrower may give Agent telephonic notice of such request by the required time, with such telephonic notice to be confirmed in writing within 24 hours of the giving of such notice but Agent shall be entitled to rely on the telephonic notice in making such Revolving Loans, regardless of whether any such confirmation is received by Agent. Agent has the right at any time, and from time to time, in its Permitted Discretion (but without any obligation), to establish Reserves against the Availability or, if greater, the Total Credit Facility, in such amounts as it may deem appropriate in its Permitted Discretion.

(iii) In the event Borrowers fail to give notice pursuant hereto of a Borrowing equal to the amount of a Reimbursement Obligation and has not notified Agent by 12:00 noon (Chicago time) on the day such Reimbursement Obligation becomes due that it intends to repay such Reimbursement Obligation through funds not borrowed under this Agreement, the Borrower shall be deemed to have requested a Borrowing of Revolving Loans on such day in the amount of the Reimbursement Obligation then due, which Borrowing shall be applied to pay the Reimbursement Obligation then due.

(c) *Reliance upon Authority.* Prior to any change with respect to any of the information contained in the following clauses (i) and (ii), Borrowers shall deliver to Agent a writing setting forth (i) the account of Borrowers to which Agent is authorized to transfer the proceeds of the Revolving Loans requested pursuant to this Section 2.2, and (ii) the names of the Persons authorized to request Revolving Loans on behalf of Borrowers, and shall provide Agent with a specimen signature of each such Person. Agent shall be entitled to rely conclusively on such person's authority to request Revolving Loans on behalf of Borrowers, the proceeds of which are to be transferred to any of the accounts specified by Borrowers pursuant to the immediately preceding sentence, until Agent receives written notice to the contrary. Agent shall have no duty to verify the identity of any individual representing himself as one of the Persons authorized by Borrowers to make such requests on its behalf. Each Borrower agrees that each notice, election, representation and warranty, covenant, agreement and undertaking made on its behalf by such authorized Person shall be deemed for all purposes to have been made by such Borrower and shall be binding upon and enforceable against such Borrower to the same extent as if the same had been made directly by such Borrower.

(d) *No Liability.* Agent shall not incur any liability to Borrowers as a result of acting upon any notice referred to in Sections 2.2(b) and (c), which notice Agent believes in good faith to have been given by any Person duly authorized by Borrowers to request Revolving Loans on its behalf or for otherwise acting in good faith under this Section 2.2, and the crediting of Revolving Loans to Borrowers' deposit accounts, or transmittal to such Person as Borrowers shall direct, shall conclusively establish the obligation of Borrowers to repay such Revolving Loans as provided herein.

(e) *Notice Irrevocable.* Any Notice of Borrowing (or telephonic notice in lieu thereof) made pursuant to Section 2.2(b) shall be irrevocable and Borrowers shall be bound to borrow the funds requested therein in accordance therewith.

(f) *Agent's Election.* Promptly after receipt of a Notice of Borrowing (or telephonic notice in lieu thereof) pursuant to Section 2.2(b), Agent shall elect, in its discretion, (i) to have the terms of Section 2.2(g) apply to such requested Borrowing, or (ii) to request BMO Lender to make a Non-Ratable Loan pursuant to the terms of Section 2.2(h) in the amount of the requested Borrowing; *provided, however,* that if BMO Lender declines in its discretion to make a Non-Ratable Loan pursuant to Section 2.2(h), Agent shall elect to have the terms of Section 2.2(g) apply to such requested Borrowing.

(g) *Making of Revolving Loans.* (i) In the event that Agent shall elect to have the terms of this Section 2.2(g) apply to a requested Borrowing as described in Section 2.2(f), then promptly after receipt of a Notice of Borrowing or telephonic notice pursuant to Section 2.2(b), Agent shall notify Lenders by telecopy, telephone or other similar form of transmission, of the requested Borrowing. Each Lender shall make the amount of such Lender's Pro Rata Share of the requested Borrowing available to Agent in immediately available funds, to such account of Agent as Agent may designate, not later than 2:00 p.m. (Chicago time) on the Funding Date applicable thereto. After Agent's receipt of the proceeds of such Revolving Loans, Agent shall make the proceeds of such Revolving Loans available to Borrowers on the applicable Funding Date by transferring same day funds equal to the proceeds of such Revolving Loans received by Agent to the account of Borrowers designated in writing by Borrowers; *provided, however,* that the amount of Revolving Loans so made on any date shall in no event exceed the Excess Availability on such date.

(ii) Unless Agent receives notice from a Lender at least one Business Day prior to the date of any Borrowing that such Lender will not make available as and when required hereunder to Agent for the account of Borrowers the amount of that Lender's Pro Rata Share of the Borrowing, Agent may assume that each Lender has made such amount available to Agent in immediately available funds on the Funding Date and Agent may (but shall not be so required), in reliance upon such assumption, make available to Borrowers on such date a corresponding amount. If and to the extent any Lender shall not have made its full amount available to Agent in immediately available funds and Agent in such circumstances has made available to Borrowers such amount, that Lender shall on the Business Day following such Funding Date make such amount available to Agent, together with interest at the Federal Funds Rate for each day during such period. A notice by Agent submitted to any Lender with respect to amounts owing under this section shall be conclusive, absent manifest error. If such amount is so made available, such payment to Agent shall constitute such Lender's Revolving Loan for all purposes of this Agreement. If such amount is not made available to Agent on the Business Day following the Funding Date, Agent will notify Borrowers of such failure to fund and, upon demand by Agent, Borrowers shall pay such amount to Agent for Agent's account, together with interest thereon for each day elapsed since the date of such Borrowing, at a rate per annum equal to the Interest Rate applicable at the time to the Revolving Loans comprising such Borrowing. The failure of any Lender to make any Revolving Loan on any Funding Date shall not relieve any other Lender of any obligation hereunder to make a Revolving Loan on such Funding Date, but no Lender shall be responsible for the failure of any other Lender to make the Revolving Loan to be made by such other Lender on any Funding Date. In no event shall Borrowers be entitled to credit for any interest paid by a Lender to Agent, nor shall a Defaulting Lender be entitled to interest on amounts held by Agent pursuant to Section 2.21.

(h) *Making of Non-Ratable Loans.* (i) In the event Agent shall elect to have the terms of this Section 2.2(h) apply to a requested Borrowing as described in Section 2.2(f), BMO Lender shall make a Revolving Loan in the amount of such Borrowing (any such Revolving Loan made solely by BMO Lender pursuant to this Section 2.2(h) being referred to as a “Non-Ratable Loan” and such Revolving Loans being referred to collectively as “*Non-Ratable Loans*”) available to Borrowers on the Funding Date applicable thereto by transferring same day funds to an account of Borrowers, designated in writing by Borrowers and acceptable to Agent. Each Non-Ratable Loan shall be subject to all the terms and conditions applicable to other Revolving Loans except that all payments thereon shall be payable to BMO Lender solely for its own account (and for the account of the holder of any participation interest with respect to such Revolving Loan). Agent shall not request BMO Lender to make any Non-Ratable Loan if (A) Agent shall have received written notice from any Lender that one or more of the applicable conditions precedent set forth in Section 6 will not be satisfied on the requested Funding Date for the applicable Borrowing, or (B) the requested Borrowing would exceed the Excess Availability on such Funding Date. Agent shall not otherwise be required to determine whether the applicable conditions precedent set forth in Section 6 have been satisfied or the requested Borrowing would exceed the Excess Availability on the Funding Date applicable thereto prior to making, in its discretion, a request that BMO Lender fund any Non-Ratable Loan.

(ii) The Non-Ratable Loans shall be secured by Agent’s Liens in and to the Collateral, shall constitute Revolving Loans and Obligations hereunder, and shall bear interest at the rate applicable to Revolving Loans from time to time.

(i) *Agent Advances.* (i) Subject to the limitations set forth in the provisos contained in this Section 2.2(i)(i) and the limitation set forth in the penultimate paragraph of Section 11.1, Agent is hereby authorized by Borrowers and Lenders, from time to time in Agent’s discretion, (A) upon the occurrence and during the continuance of a Default or an Event of Default, or (B) at any time that any of the other applicable conditions precedent set forth in Section 6 have not been satisfied, to make Revolving Loans to Borrowers on behalf of Lenders which Agent, in its reasonable business judgment, deems necessary or desirable (1) to preserve or protect the Collateral, or any portion thereof, (2) to enhance the likelihood of, or maximize the amount of, repayment of the Revolving Loans and other Obligations, or (3) to pay any other amount chargeable to Borrowers pursuant to the terms of this Agreement, including costs, fees and expenses as described in Section 13.1 (any of the advances described in this Section 2.2(i)(i) being hereinafter referred to as “*Agent Advances*”); *provided, however*, that Required Lenders may at any time revoke Agent’s authorization contained in this Section 2.2(i) to make Agent Advances, any such revocation to be in writing and to become effective prospectively upon Agent’s receipt thereof; *provided further*, however, that (a) if the Pro Rata Share of the Required Lenders revoking such authorization does not exceed fifty-one percent (51%), such revocation shall become effective 120 days after Agent’s receipt thereof, or (b) if the Default or Event of Default would require consent of all Lenders to waive or amend, such authorization may be revoked by any Lender effective 120 days after Agent’s receipt thereof; and *provided further*, however, that no such Agent Advance shall cause the Credit Facility Exposure (including such Agent Advance) to exceed the Total Credit Facility.

(ii) Agent Advances shall be repayable on demand and secured by Agent’s Liens in and to the Collateral, shall constitute Revolving Loans and Obligations hereunder, and shall bear

interest at the rate applicable to Revolving Loans from time to time. Agent shall notify each Lender in writing of each such Agent Advance.

(j) *Settlement.* It is agreed that each Lender's funded portion of the Revolving Loans is intended by Lenders to be equal at all times to such Lender's Pro Rata Share of the outstanding Revolving Loans. Notwithstanding such agreement, Agent, BMO Lender and the other Lenders agree (which agreement shall not be for the benefit of or enforceable by Borrowers) that in order to facilitate the administration of this Agreement and the other Loan Documents, settlement among them as to the Revolving Loans, the Non-Ratable Loans and Agent Advances shall take place on a periodic basis in accordance with the following provisions:

(i) Agent shall request settlement ("*Settlement*") with Lenders on at least a weekly basis, or on a more frequent basis if so determined by Agent, (A) on behalf of BMO Lender with respect to each outstanding Non-Ratable Loan, (B) for itself, with respect to each Agent Advance, and (C) with respect to collections received, in each case, by notifying Lenders of such requested Settlement by telecopy, telephone or other similar form of transmission, of such requested Settlement, no later than 12:00 p.m., noon (Chicago time) on the date of such requested Settlement (the "*Settlement Date*"). Each Lender (other than BMO Lender in the case of Non-Ratable Loans, and Agent in the case of Agent Advances) shall make the amount of such Lender's Pro Rata Share of the outstanding principal amount of the Non-Ratable Loans and Agent Advances with respect to which Settlement is requested available to Agent, to such account of Agent as Agent may designate, not later than 3:00 p.m. (Chicago time), on the Settlement Date applicable thereto, which may occur before or after the occurrence or during the continuation of a Default or an Event of Default and whether or not the applicable conditions precedent set forth in Section 6 have then been satisfied. Such amounts made available to Agent shall be applied against the amounts of the applicable Non-Ratable Loan or Agent Advance and, together with the portion of such Non-Ratable Loan or Agent Advance representing BMO Lender's Pro Rata Share thereof, shall constitute Revolving Loans of such Lenders. If any such amount is not made available to Agent by any Lender on the Settlement Date applicable thereto, Agent shall (A) on behalf of BMO Lender, with respect to each outstanding Non-Ratable Loan, and (B) for itself, with respect to each Agent Advance, be entitled to recover such amount on demand from such Lender together with interest thereon at the Federal Funds Rate for the first three (3) days from and after the Settlement Date and thereafter at the Interest Rate then applicable to the Revolving Loans.

(ii) Notwithstanding the foregoing, not more than one (1) Business Day after demand is made by Agent (whether before or after the occurrence of a Default or an Event of Default and regardless of whether Agent has requested a Settlement with respect to a Non-Ratable Loan or Agent Advance), each other Lender (A) shall irrevocably and unconditionally purchase and receive from BMO Lender or Agent, as applicable, without recourse or warranty, an undivided interest and participation in such Non-Ratable Loan or Agent Advance equal to such Lender's Pro Rata Share of such Non-Ratable Loan or Agent Advance and (B) if Settlement has not previously occurred with respect to such Non-Ratable Loans or Agent Advances, upon demand by BMO Lender or Agent, as applicable, shall pay to BMO Lender or Agent, as applicable, as the purchase price of such

participation an amount equal to one hundred percent (100%) of such Lender's Pro Rata Share of such Non-Ratable Loans or Agent Advances. If such amount is not in fact made available to Agent by any Lender, Agent shall be entitled to recover such amount on demand from such Lender together with interest thereon at the Federal Funds Rate for the first three (3) days from and after such demand and thereafter at the Interest Rate then applicable to Revolving Loans.

(iii) From and after the date, if any, on which any Lender purchases an undivided interest and participation in any Non-Ratable Loan or Agent Advance pursuant to clause (ii) preceding, Agent shall promptly distribute to such Lender, such Lender's Pro Rata Share of all payments of principal and interest and all proceeds of Collateral received by Agent in respect of such Non-Ratable Loan or Agent Advance.

(iv) Between Settlement Dates, Agent, to the extent no Agent Advances are outstanding, may pay over to BMO Lender any payments received by Agent, which in accordance with the terms of this Agreement would be applied to the reduction of the Revolving Loans, for application to BMO Lender's Revolving Loans including Non-Ratable Loans. If, as of any Settlement Date, collections received since the then immediately preceding Settlement Date have been applied to BMO Lender's Revolving Loans (other than to Non-Ratable Loans or Agent Advances in which such Lender has not yet funded its purchase of a participation pursuant to Section 2.2(j)(ii) above), as provided for in the previous sentence, BMO Lender shall pay to Agent for the accounts of the Lenders, to be applied to the outstanding Revolving Loans of such Lenders, an amount such that each Lender shall, upon receipt of such amount, have, as of such Settlement Date, its Pro Rata Share of the Revolving Loans. During the period between Settlement Dates, BMO Lender with respect to Non-Ratable Loans, Agent with respect to Agent Advances, and each Lender with respect to the Revolving Loans other than Non-Ratable Loans and Agent Advances, shall be entitled to interest at the applicable rate or rates payable under this Agreement on the actual average daily amount of funds employed by BMO Lender, Agent and the other Lenders.

(k) *Notation.* Agent shall record on its books the principal amount of the Revolving Loans owing to each Lender, including the Non-Ratable Loans owing to BMO Lender, and Agent Advances owing to Agent, from time to time. In addition, each Lender is authorized, at such Lender's option, to note the date and amount of each payment or prepayment of principal of such Lender's Revolving Loans in its books and records, including computer records, such books and records constituting presumptive evidence, absent manifest error, of the accuracy of the information contained therein.

(l) *Lenders' Failure to Perform.* All Revolving Loans (other than Non-Ratable Loans and Agent Advances) shall be made by Lenders simultaneously and in accordance with their Pro Rata Shares. It is understood that (i) no Lender shall be responsible for any failure by any other Lender to perform its obligation to make any Revolving Loans hereunder, nor shall any Commitment of any Lender be increased or decreased as a result of any failure by any other Lender to perform its obligation to make any Revolving Loans hereunder, (ii) no failure by any Lender to perform its obligation to make any Revolving Loans hereunder shall excuse any other Lender from

its obligation to make any Revolving Loans hereunder, and (iii) the obligations of each Lender hereunder shall be several, not joint and several.

Section 2.3. Books and Records; Monthly Statements TC "Section 2.3. Books and Records; Monthly Statements" \f C \l "2" . Each Borrower agrees that Agent's and each Lender's books and records showing the Obligations and the transactions pursuant to this Agreement and the other Loan Documents shall be admissible in any action or proceeding arising therefrom, and shall constitute rebuttably presumptive proof thereof, irrespective of whether any Obligation is also evidenced by a promissory note or other instrument. Agent will provide to Borrowers a monthly statement of the Letters of Credit and Revolving Loans, and interest and fees accruing hereunder, and payments and other transactions pursuant to this Agreement with respect to the Revolving Loans. Such statement shall be deemed correct, accurate, and binding on Borrowers and an account stated (except for reversals and reapplications of payments made as provided in Section 2.4 and corrections of errors discovered by Agent), unless Borrowers notify Agent in writing to the contrary within thirty (30) days after such statement is rendered. In the event a timely written notice of objections is given by Borrowers, only the items to which exception is expressly made will be considered to be disputed by Borrowers.

Section 2.4. Apportionment Application and Reversal of Payments TC "Section 2.4. Apportionment Application and Reversal of Payments" \f C \l "2" . Principal and interest payments and/or Reimbursement Obligations in which the Lenders have purchased Participating Interests shall be apportioned ratably among Lenders (according to the unpaid principal balance of the Revolving Loans to which such payments relate held by each Lender), and payments of the fees shall, as applicable, be apportioned ratably among Lenders. Notwithstanding the foregoing, if a Defaulting Lender obtains a payment or reduction of any Obligation, it shall immediately turn over the full amount thereof to Agent for application pursuant to this Agreement and it shall provide a written statement to Agent describing the Obligation affected by such payment or reduction. No Lender shall set off against a deposit account of a Borrower or Guarantor without Agent's prior written consent. All payments shall be remitted to Agent and all such payments received by Agent after acceleration of the Obligations prior to the Maturity Date or the failure of Borrowers to Pay in Full the Obligations on the Maturity Date, and all proceeds of Collateral received by Agent, in each case shall be applied, ratably, subject to the provisions of this Agreement, first, to pay any fees, indemnities or expense reimbursements (excluding, however, any such amounts relating to Bank Products) then due and payable under the Loan Documents to Agent from Borrowers (and all Non-Ratable Loans, Agent Advances, and other Revolving Loans and participations that a Defaulting Lender has failed to settle or fund); second, to pay any fees or expense reimbursements then due and payable under the Loan Documents to Lenders from Borrowers; third, to pay interest due in respect of all Revolving Loans, including Non-Ratable Loans and Agent Advances; fourth, to pay or prepay principal of the Non-Ratable Loans and Agent Advances; fifth, to pay or prepay principal of the Revolving Loans (other than Non-Ratable Loans and Agent Advances) and unpaid Reimbursement Obligations in respect of Letters of Credit; and sixth, to the payment of any other Obligation (including any amounts relating to Bank Products) due and payable under the Loan Documents to Agent or any Lender by Borrowers. Agent shall promptly distribute to each Lender, pursuant to the applicable wire transfer instructions received from each Lender in writing, such funds as it may be entitled to receive, subject to a Settlement delay as provided for in Section 2.2(j). Agent and Lenders shall have the continuing and exclusive

right to apply and reverse and reapply any and all such proceeds and payments to any portion of the Obligations.

Section 2.5. Interest TC "Section 2.5. Interest" \f C \l "2" .

(a) *Interest Rates.* All outstanding Obligations (other than Bank Product Obligations and undrawn Letters of Credit) that have been charged to the Loan Account shall bear interest on the unpaid principal amount thereof (to the extent not prohibited by law) from the date made until paid in full in cash at a rate determined by reference to Term SOFR, but not to exceed the Maximum Rate described in Section 2.7. Except as otherwise provided herein or in the other Loan Documents, the outstanding Obligations (other than Bank Product Obligations and undrawn Letters of Credit) that have been charged to the Loan Account shall bear interest at a per annum rate equal to Term SOFR plus the Applicable Margin. All interest charges shall be computed on the basis of a year of 360 days and actual days elapsed (which results in more interest being paid than if computed on the basis of a 365-day year). Interest accrued on all Revolving Loans will be payable in arrears on the first day of each month for the previous calendar month and on the Maturity Date and each Borrower expressly authorizes Agent to charge the Loan Account for the purpose of paying such interest as provided in Section 2.10(d). The rate of interest provided for hereunder is subject to increase or decrease as Term SOFR increases or decreases in an amount corresponding to the change in Term SOFR, with such benchmark rate being determined on the Periodic Term SOFR Determination Day, and any such change will become effective on the first (1st) day of the immediately following month.

(b) *Default Rate.* If any Event of Default occurs and is continuing, then upon the election of Agent (at the direction of the Required Lenders), while any such Event of Default is outstanding, (i) all of the Obligations (other than Bank Product Obligations and undrawn Letters of Credit but including the Reimbursement Obligations) that have been charged to the Loan Account shall bear interest at the Default Rate applicable thereto and (ii) the Letter of Credit Fee shall increase to the Default Rate.

(c) *Bank Product Obligations.* Notwithstanding anything to the contrary contained herein, all Bank Product Obligations shall bear interest, if any, at the applicable rate(s) set forth in such Hedge Agreements or such other agreements and documents governing the Bank Products.

Section 2.6. Intentionally Omitted TC "Section 2.6. Intentionally Omitted" \f C \l "2" .

Section 2.7. Maximum Interest Rate TC "Section 2.7. Maximum Interest Rate" \f C \l "2" . In no event shall any interest rate provided for hereunder exceed the maximum rate permissible for corporate borrowers under applicable law for loans of the type provided for hereunder (the "*Maximum Rate*"). If, in any month, any interest rate, absent such limitation, would have exceeded the Maximum Rate, then the interest rate for that month shall be the Maximum Rate, and, if in future months, that interest rate would otherwise be less than the Maximum Rate, then that interest rate shall remain at the Maximum Rate until such time as the amount of interest paid hereunder equals the amount of interest which would have been paid if the same had not been limited in prior months by the Maximum Rate. In the event that, upon Payment in Full of the

Obligations under this Agreement, the total amount of interest paid or accrued under the terms of this Agreement is less than the total amount of interest which would, but for this Section 2.7, have been paid or accrued if the interest rates otherwise set forth in this Agreement had at all times been in effect, then Borrowers shall, to the extent permitted by applicable law, pay Agent, for the account of Lenders, an amount equal to the difference between (a) the lesser of (i) the amount of interest which would have been charged if the Maximum Rate had, at all times, been in effect or (ii) the amount of interest which would have accrued had the interest rates otherwise set forth in this Agreement, at all times, been in effect and (b) the amount of interest actually paid or accrued under this Agreement. In the event that a court determines that Agent and/or any Lender has received interest and other charges hereunder in excess of the Maximum Rate, such excess shall be deemed received on account of, and shall automatically be applied to reduce, the Obligations other than interest, in the inverse order of maturity, and if there are no Obligations outstanding, Agent and/or such Lender shall refund to Borrowers such excess.

Section 2.8. Unused Line Fee TC "Section 2.8. Unused Line Fee" \f C \l "2" . Borrowers agree to pay, on the 1st day of each month and on the Maturity Date, to Agent, for the account of Lenders, in accordance with their respective Pro Rata Shares, an unused line fee (the "*Unused Line Fee*") at the rate of the applicable Unused Line Fee Percentage based on the result of (i) the Total Credit Facility minus (ii) the average daily Credit Facility Exposure during the immediately preceding month. The Unused Line Fee shall be computed on the basis of a 360-day year for the actual number of days elapsed. All payments received by Agent shall be deemed to be credited to Borrowers' Loan Account immediately upon receipt for purposes of calculating the Unused Line Fee pursuant to this Section 2.8.

Section 2.9. Payment of Revolving Loans TC "Section 2.9. Payment of Revolving Loans" \f C \l "2" . (a) Borrowers shall repay the outstanding principal balance of the Revolving Loans, plus all accrued but unpaid interest thereon, on the Maturity Date.

(b) Borrowers may prepay Revolving Loans at any time, and reborrow subject to the terms of this Agreement.

(c) In addition, and without limiting the generality of the foregoing, Borrowers shall pay to Agent, for the account of Lenders, the amount, without duplication, by which the sum of outstanding Revolving Loans, together with outstanding L/C Obligations, exceeds the Availability with any such amount to be payable immediately without notice or demand, with each such prepayment first to be applied to the Revolving Loans until paid in full with any remaining balance to be held by Agent in the Collateral Account (or its agent in a segregated collateral account) as security for the Obligations owing with respect to the L/C Obligations. Each prefunding of L/C Obligations shall be made in accordance with Section 10.3 hereof.

Section 2.10. Payments by Borrowers TC "Section 2.10. Payments by Borrowers" \f C \l "2" . (a) All payments to be made by Borrowers shall be made without set-off, recoupment or counterclaim. Except as otherwise expressly provided herein, all payments by Borrowers shall be made to Agent for the account of Lenders, at Agent's address and shall be made in Dollars and in immediately available funds, no later than 1:00 p.m. (Chicago time) on the date specified herein.

Any payment received by Agent later than 1:00 p.m. (Chicago time) shall be deemed to have been received on the following Business Day and any applicable interest or fee shall continue to accrue.

(b) Whenever any payment is due on a day other than a Business Day, such payment shall be made on the following Business Day, and such extension of time shall in such case be included in the computation of interest or fees, as the case may be.

(c) Unless Agent receives notice from Borrower prior to the date on which any payment is due to the Lenders that Borrowers will not make such payment in full as and when required, Agent may assume that Borrowers have made such payment in full to Agent on such date in immediately available funds and Agent may (but shall not be so required), in reliance upon such assumption, distribute to each Lender on such due date an amount equal to the amount then due such Lender. If and to the extent Borrowers have not made such payment in full to Agent, each Lender shall repay to Agent on demand such amount distributed to such Lender, together with interest thereon at the Federal Funds Rate for each day from the date such amount is distributed to such Lender until the date repaid.

(d) All payments of principal, interest, reimbursement obligations in connection with Letters of Credit and any related credit support for Letters of Credit, fees, premiums and other sums payable hereunder, including all reimbursement for expenses pursuant to Section 13.1, may, at the option of Agent, subject only to the terms of this Section 2.10(d), be paid from the proceeds of Revolving Loans made hereunder, whether made following a request by Borrowers pursuant to Section 2.2 or a deemed request as provided in this Section 2.10(d). Each Borrower hereby irrevocably authorizes Agent to charge the Loan Account for the purpose of paying principal, interest, reimbursement obligations in connection with Letters of Credit and any related credit support for Letters of Credit, fees, premiums and other sums payable hereunder, including reimbursing expenses pursuant to Section 13.1, and agrees that all such amounts charged shall constitute Revolving Loans (including, if charged as such to the Loan Account, Non-Ratable Loans or Agent Advances) and that all such Revolving Loans so made shall be deemed to have been requested by Borrowers pursuant to Section 2.2.

Section 2.11. Taxes TC "Section 2.11. Taxes" \f C \l "2" . (a) Any and all payments by Borrowers to Agent and each Lender under this Agreement and any other Loan Document shall be made free and clear of, and without deduction or withholding for, any Taxes, unless otherwise required by applicable law. In addition, Borrowers shall timely pay, or at the option of Agent timely reimburse it for the payment of, all Other Taxes.

(b) SUBJECT TO SECTION 12.9, BORROWERS AGREE TO INDEMNIFY AND HOLD HARMLESS AGENT AND EACH LENDER FOR THE FULL AMOUNT OF INDEMNIFIED TAXES (INCLUDING ANY INDEMNIFIED TAXES ON AMOUNTS PAYABLE UNDER THIS SECTION) AND ANY INTEREST, PENALTIES OR ADDITIONS TO TAX PAID BY AGENT OR ANY LENDER AND ANY REASONABLE EXPENSES ARISING THEREFROM OR WITH RESPECT THERETO, WHETHER OR NOT SUCH INDEMNIFIED TAXES WERE CORRECTLY OR LEGALLY ASSERTED. PAYMENT UNDER THIS INDEMNIFICATION SHALL BE MADE WITHIN 10 DAYS AFTER THE DATE AGENT OR SUCH LENDER MAKES WRITTEN DEMAND THEREFOR. A CERTIFICATE AS TO THE AMOUNT OF SUCH PAYMENT OR LIABILITY DELIVERED TO BORROWER AGENT

BY A LENDER (WITH A COPY TO AGENT), OR BY AGENT ON ITS OWN BEHALF OR ON BEHALF OF A LENDER, SHALL BE CONCLUSIVE ABSENT MANIFEST ERROR.

(c) If Borrowers shall be required by law to deduct or withhold any Taxes or Other Taxes from or in respect of any sum payable hereunder to Agent or any Lender, then:

(i) If such Taxes or Other Taxes are Indemnified Taxes and subject to Section 12.9, the sum payable shall be increased as necessary so that after making all required deductions and withholdings (including deductions and withholdings applicable to additional sums payable under this section) Agent or such Lender, as the case may be, receives an amount equal to the sum it would have received had no such deductions or withholdings been made;

(ii) Borrowers shall make such deductions and withholdings;

(iii) Borrowers shall timely pay the full amount deducted or withheld to the relevant taxing authority or other authority in accordance with applicable law; and

(iv) Borrowers shall also pay to each Lender or Agent for the account of such Lender, at the time interest is paid, all additional amounts which the respective Lender specifies as necessary to preserve the after-tax yield such Lender would have received if such Taxes or Other Taxes had not been imposed.

(d) Within 30 days after the date of any payment by Borrowers of Indemnified Taxes, Borrowers shall furnish Agent the original or a certified copy of a receipt evidencing payment thereof, or other evidence of payment reasonably satisfactory to Agent.

(e) If Borrowers are required to pay additional amounts to Agent or any Lender pursuant to Section 2.11(c), if any Lender requests compensation under Section 2.12, then such Lender shall use reasonable efforts (consistent with legal and regulatory restrictions) to change the jurisdiction of its Lending Office so as to eliminate any such additional payment by Borrowers which may thereafter accrue, if such change in the judgment of such Lender is not otherwise disadvantageous to such Lender.

(f) If any Lender determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of additional amounts pursuant to this Section), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this paragraph (f) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (f), in no event will the indemnified party be required to pay any

amount to an indemnifying party pursuant to this paragraph (f) the payment of which would place the indemnified party in a less favorable net after-tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

Section 2.12. Increased Costs and Reduction of Return TC "Section 2.12. Increased Costs and Reduction of Return" \f C \l "2" . (a) If any Change in Law shall:

(i) impose, modify or deem applicable any reserve, liquidity, special deposit, compulsory loan, insurance charge or similar requirement against assets of, deposits with or for the account of, or credit extended or participated in by, any Lender or L/C Issuer;

(ii) subject any Recipient to Taxes (other than (i) Indemnified Taxes, (ii) Taxes described in clauses (b) through (d) of the definition of Excluded Taxes, and (iii) Connection Income Taxes) with respect to any Revolving Loan, Letter of Credit, Commitment or other Obligations, or its deposits, reserves, other liabilities or capital attributable thereto; or

(iii) impose on any Lender, L/C Issuer or interbank market any other condition, cost or expense (other than Taxes) affecting any Revolving Loan, Letter of Credit, participation in L/C Obligations, Commitment or Loan Document;

(iv) and the result thereof shall be to increase the cost to a Lender of making or maintaining any Revolving Loan or Commitment, or converting to or continuing any interest option for a Revolving Loan, or to increase the cost to a Lender or L/C Issuer of participating in, issuing or maintaining any Letter of Credit (or of maintaining its obligation to participate in or to issue any Letter of Credit), or to reduce the amount of any sum received or receivable by a Lender or L/C Issuer hereunder (whether of principal, interest or any other amount) then, upon request of such Lender or L/C Issuer, Borrowers will pay to it such additional amount(s) as will compensate it for the additional costs incurred or reduction suffered.

(b) If a Lender or L/C Issuer determines that a Change in Law affecting such Lender or L/C Issuer or its holding company, if any, regarding capital or liquidity requirements has or would have the effect of reducing the rate of return on such Lender's, L/C Issuer's or holding company's capital as a consequence of this Agreement, or such Lender's or L/C Issuer's Commitments, Revolving Loans, Letters of Credit or participations in L/C Obligations or Revolving Loans, to a level below that which such Lender, L/C Issuer or holding company could have achieved but for such Change in Law (taking into consideration its policies with respect to capital adequacy), then from time to time Borrowers will pay to such Lender or L/C Issuer, as the case may be, such additional amounts as will compensate it or its holding company for the reduction suffered.

(c) If any Lender is required to maintain reserves with respect to liabilities or assets consisting of or including Eurocurrency funds or deposits, Borrowers shall pay additional interest to such Lender on Revolving Loans equal to the costs of such reserves allocated to the Revolving Loan by the Lender (as determined by it in good faith, which determination shall be conclusive). The additional interest shall be due and payable on each interest payment date for the Revolving Loan; *provided*, that if the Lender notifies Borrowers (with a copy to Agent) of the additional interest less than 10 days prior to the interest payment date, then such interest shall be payable 10 days after Borrowers' receipt of the notice.

(d) Failure or delay on the part of any Lender or L/C Issuer to demand compensation pursuant to this Section shall not constitute a waiver of its right to demand such compensation, but Borrowers shall not be required to compensate a Lender or L/C Issuer for any amounts pursuant to this Section 2.12 if the event giving rise to such compensation obligations was suffered more than nine months (plus any period of retroactivity of the Change in Law giving rise to the demand) prior to the date that the Lender or L/C Issuer notifies Borrower Agent of the applicable Change in Law and of such Lender's or L/C Issuer's intention to claim compensation therefor.

Section 2.13. Effect of Benchmark Transition Event TC "Section 2.13. Benchmark Replacement Setting" \f C \l "2" .

(a) *Benchmark Replacement.* Notwithstanding anything to the contrary herein or in any other Loan Document, if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior any setting of the then-current Benchmark, then (x) if a Benchmark Replacement is determined in accordance with clause (a) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of such Benchmark setting and subsequent Benchmark settings without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document and (y) if a Benchmark Replacement is determined in accordance with clause (b) of the definition of "Benchmark Replacement" for such Benchmark Replacement Date, such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Loan Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders without any amendment to, or further action or consent of any other party to, this Agreement or any other Loan Document so long as Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders.

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

Changes will become effective without any further action or consent of any other party to this Agreement or any other Loan Document.

(c) *Notice; Standards for Decisions and Determinations.* Agent will notify the Borrower and the Lenders of (i) the implementation of any Benchmark Replacement and (ii) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement. Agent will promptly notify the Borrower of the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.13. Any determination, decision or election that may be made by Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.13, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Loan Document, except, in each case, as expressly required pursuant to this Section 2.13.

(d) *Unavailability of Tenor of Benchmark.* Notwithstanding anything to the contrary herein or in any other Loan Document, at any time (including in connection with the implementation of a Benchmark Replacement), (i) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (A) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by Agent in its reasonable discretion or (B) the administration of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative, then Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable or non-representative tenor and (ii) if a tenor that was removed pursuant to clause (i) above either (A) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (B) is not or will not be representative, then Agent may modify the definition of "Interest Period" (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(e) *Benchmark Unavailability Period.* Upon the Borrower Agent's receipt of notice of the commencement of a Benchmark Unavailability Period, the Borrower may revoke any pending request for a Borrowing.

Section 2.14. Certificates of Lenders TC "Section 2.14. Certificates of Lenders" \f C \l "2" . Any Lender, when claiming reimbursement or compensation under this Section 2, shall deliver to Borrowers (with a copy to Agent) a certificate setting forth in reasonable detail the amount payable to such Lender hereunder and such certificate shall be conclusive and binding on Borrowers in the absence of manifest error.

Section 2.15. Survival TC "Section 2.15. Survival" \f C \l "2" . The agreements and obligations of Borrowers in this Section 2 shall survive the payment of all other Obligations.

Section 2.16. *Letters of Credit* TC "Section 2.16. Letters of Credit" \f C \l "2" .

(a) *General Terms.* Subject to the terms and conditions hereof, as part of the Commitment, the L/C Issuer agrees to issue standby letters of credit (each a "*Letter of Credit*") for the account of Borrowers in an aggregate undrawn face amount up to the L/C Sublimit. Each Letter of Credit shall be issued by the L/C Issuer, but each Lender shall be obligated to reimburse the L/C Issuer for such Lender's Pro Rata Share of the amount of each drawing thereunder and, accordingly, Letters of Credit shall constitute usage of the Commitment of each Lender pro rata in an amount equal to its Pro Rata Share of the L/C Obligations then outstanding.

(b) *Applications.* At any time before the Maturity Date, the L/C Issuer shall, at the request of Borrowers, issue one or more Letters of Credit in U.S. Dollars, in a form satisfactory to the L/C Issuer, with expiration dates no later than 12 months from the date of issuance (or such later date as the L/C Issuer and the Borrowers may agree) (or which are cancelable not later than 12 months from the date of issuance and each renewal or such later date as the L/C Issuer may agree in its sole discretion), in an aggregate face amount not to exceed the L/C Sublimit, upon the receipt of an application duly executed by Borrowers for the relevant Letter of Credit in the form then customarily prescribed by the L/C Issuer for the Letter of Credit requested (each an "*Application*"). Borrowers agree that if on the Maturity Date any Letters of Credit remain outstanding Borrowers shall then deliver to Agent, without notice or demand, cash collateral in an amount equal to 105% of the aggregate amount of each Letter of Credit then outstanding. Notwithstanding anything contained in any Application to the contrary: (i) Borrowers shall pay fees in connection with each Letter of Credit as set forth herein, (ii) except as otherwise provided in this Agreement, unless an Event of Default exists, the L/C Issuer will not call for the funding by Borrowers of any amount under a Letter of Credit before being presented with a drawing thereunder, and (iii) if the L/C Issuer is not timely reimbursed for the amount of any drawing under a Letter of Credit on the date such drawing is paid, except as otherwise provided for in Section 2.2(b) hereof, Borrowers' obligation to reimburse the L/C Issuer for the amount of such drawing shall bear interest (which Borrowers hereby promises to pay) from and after the date such drawing is paid at a rate per annum equal to Term SOFR plus the Applicable Margin. If the L/C Issuer issues any Letter of Credit with an expiration date that is automatically extended unless the L/C Issuer gives notice that the expiration date will not so extend beyond its then scheduled expiration date, unless Agent or the Required Lenders instruct the L/C Issuer otherwise, the L/C Issuer will give such notice of non-renewal before the time necessary to prevent such automatic extension if before such required notice date: (i) the Commitments have been terminated or (ii) a Default or an Event of Default exists and either Agent or the Required Lenders (with notice to Agent) have given the L/C Issuer instructions not to so permit the extension of the expiration date of such Letter of Credit. The L/C Issuer agrees to issue amendments to the Letter(s) of Credit increasing the amount, or extending the expiration date, thereof at the request of Borrowers subject also to the conditions of Section 6 hereof and the other terms of this Section 2.16.

(c) *The Reimbursement Obligations.* Subject to Section 2.16(b) hereof, the obligation of Borrowers to reimburse the L/C Issuer for all drawings under a Letter of Credit (a "*Reimbursement Obligation*") shall be governed by the Application related to such Letter of Credit, except that reimbursement shall be made by no later than 12:00 Noon (Chicago time) on the date when each drawing is to be paid if Borrowers has been informed of such drawing by the

L/C Issuer on or before 11:00 a.m. (Chicago time) on the date when such drawing is to be paid or, if notice of such drawing is given to Borrowers after 11:00 a.m. (Chicago time) on the date when such drawing is to be paid, by no later than 12:00 Noon (Chicago time) on the following Business Day, in immediately available funds at Agent's principal office in Chicago, Illinois, or such other office as Agent may designate in writing to Borrowers (who shall thereafter cause to be distributed to the L/C Issuer such amount(s) in like funds). If Borrowers do not make any such reimbursement payment on the date due and the Participating Lenders fund their participations therein in the manner set forth in Section 2.16(e) below, then all payments thereafter received by Agent in discharge of any of the relevant Reimbursement Obligations shall be distributed in accordance with Section 2.16(e) below.

(d) *Obligations Absolute.* Borrowers' obligation to reimburse L/C Obligations as provided in subsection (c) of this Section shall be absolute, unconditional and irrevocable, and shall be performed strictly in accordance with the terms of this Agreement and the relevant Application under any and all circumstances whatsoever and irrespective of (i) any lack of validity or enforceability of any Letter of Credit or this Agreement, or any term or provision therein, (ii) any draft or other document presented under a Letter of Credit proving to be forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect, (iii) payment by the L/C Issuer under a Letter of Credit against presentation of a draft or other document that does not strictly comply with the terms of such Letter of Credit, or (iv) any other event or circumstance whatsoever, whether or not similar to any of the foregoing, that might, but for the provisions of this Section, constitute a legal or equitable discharge of, or provide a right of setoff against, Borrowers' obligations hereunder. None of Agent, the Lenders, or the L/C Issuer shall have any liability or responsibility by reason of or in connection with the issuance or transfer of any Letter of Credit or any payment or failure to make any payment thereunder (irrespective of any of the circumstances referred to in the preceding sentence), or any error, omission, interruption, loss or delay in transmission or delivery of any draft, notice or other communication under or relating to any Letter of Credit (including any document required to make a drawing thereunder), any error in interpretation of technical terms or any consequence arising from causes beyond the control of the L/C Issuer; provided that the foregoing shall not be construed to excuse the L/C Issuer from liability to Borrowers to the extent of any direct damages (as opposed to consequential damages, claims in respect of which are hereby waived by Borrowers to the extent permitted by applicable law) suffered by Borrowers that are caused by the L/C Issuer's failure to exercise care when determining whether drafts and other documents presented under a Letter of Credit comply with the terms thereof. The parties hereto expressly agree that, in the absence of gross negligence or willful misconduct on the part of the L/C Issuer (as determined by a court of competent jurisdiction by final and nonappealable judgment), the L/C Issuer shall be deemed to have exercised care in each such determination. In furtherance of the foregoing and without limiting the generality thereof, the parties agree that, with respect to documents presented which appear on their face to be in substantial compliance with the terms of a Letter of Credit, the L/C Issuer may, in its sole discretion, either accept and make payment upon such documents without responsibility for further investigation, regardless of any notice or information to the contrary, or refuse to accept and make payment upon such documents if such documents are not in strict compliance with the terms of such Letter of Credit.

(e) *The Participating Interests.* Each Lender (other than the Lender acting as L/C Issuer in issuing the relevant Letter of Credit), by its acceptance hereof, severally agrees to purchase from the L/C Issuer, and the L/C Issuer hereby agrees to sell to each such Lender (a “*Participating Lender*”), an undivided percentage participating interest (a “*Participating Interest*”), to the extent of its Pro Rata Share, in each Letter of Credit issued by, and each Reimbursement Obligation owed to, the L/C Issuer. Upon any failure by Borrowers to pay any Reimbursement Obligation at the time required on the date the related drawing is to be paid, as set forth in Section 2.16(c) above, or if the L/C Issuer is required at any time to return to Borrowers or to a trustee, receiver, liquidator, custodian or other Person any portion of any payment of any Reimbursement Obligation, each Participating Lender shall, not later than the Business Day it receives a certificate from the L/C Issuer (with a copy to Agent) to such effect, if such certificate is received before 1:00 p.m. (Chicago time), or not later than 1:00 p.m. (Chicago time) the following Business Day, if such certificate is received after such time, pay to Agent for the account of the L/C Issuer an amount equal to such Participating Lender’s Pro Rata Share of such unpaid or recaptured Reimbursement Obligation together with interest on such amount accrued from the date the related payment was made by the L/C Issuer to the date of such payment by such Participating Lender at a rate per annum equal to: (i) from the date the related payment was made by the L/C Issuer to the date two (2) Business Days after payment by such Participating Lender is due hereunder, the Federal Funds Rate for each such day and (ii) from the date two (2) Business Days after the date such payment is due from such Participating Lender to the date such payment is made by such Participating Lender, Term SOFR in effect for each such day. Each such Participating Lender shall thereafter be entitled to receive its Pro Rata Share of each payment received in respect of the relevant Reimbursement Obligation and of interest paid thereon, with the L/C Issuer retaining its Pro Rata Share thereof as a Lender hereunder. The several obligations of the Participating Lenders to the L/C Issuer under this Section 2.16 shall be absolute, irrevocable, and unconditional under any and all circumstances whatsoever and shall not be subject to any set-off, counterclaim or defense to payment which any Participating Lender may have or have had against Borrowers, the L/C Issuer, Agent, any Lender or any other Person whatsoever. Without limiting the generality of the foregoing, such obligations shall not be affected by any Default or Event of Default or by any reduction or termination of any Commitment of any Lender, and each payment by a Participating Lender under this Section 2.16 shall be made without any offset, abatement, withholding or reduction whatsoever.

(f) *Indemnification.* The Participating Lenders shall, to the extent of their respective Pro Rata Shares, indemnify the L/C Issuer (to the extent not reimbursed by Borrowers) against any cost, expense (including reasonable counsel fees and disbursements), claim, demand, action, loss or liability (except such as result from such L/C Issuer’s gross negligence or willful misconduct as determined by a court of competent jurisdiction by final and nonappealable judgment) that the L/C Issuer may suffer or incur in connection with any Letter of Credit issued by it. The obligations of the Participating Lenders under this Section 2.16(f) and all other parts of this Section 2.16 shall survive termination of this Agreement and of all Applications, Letters of Credit, and all drafts and other documents presented in connection with drawings thereunder.

(g) *Manner of Requesting a Letter of Credit.* Borrowers shall provide written notice to Agent of each request for the issuance of a Letter of Credit, such notice in each case to be accompanied by an Application for such Letter of Credit properly completed and executed by

Borrowers and, in the case of an extension or amendment or an increase in the amount of a Letter of Credit, a written request therefor, in a form reasonably acceptable to Agent and the L/C Issuer, in each case, together with the fees called for by this Agreement. Agent shall promptly notify the L/C Issuer of Agent's receipt of each such notice (and the L/C Issuer shall be entitled to assume that the conditions precedent to any such issuance, extension, amendment or increase have been satisfied unless notified to the contrary by Agent or the Required Lenders) and the L/C Issuer shall promptly notify Agent and the Lenders of the issuance of the Letter of Credit so requested.

(h) *Replacement of the L/C Issuer.* The L/C Issuer may be replaced at any time by written agreement among Borrowers, Agent, the replaced L/C Issuer and the successor L/C Issuer. Agent shall notify the Lenders of any such replacement of the L/C Issuer. At the time any such replacement shall become effective, Borrowers shall pay all unpaid fees accrued for the account of the replaced L/C Issuer. From and after the effective date of any such replacement (i) the successor L/C Issuer shall have all the rights and obligations of the L/C Issuer under this Agreement with respect to Letters of Credit to be issued thereafter and (ii) references herein to the term "L/C Issuer" shall be deemed to refer to such successor or to any previous L/C Issuer, or to such successor and all previous L/C Issuers, as the context shall require. After the replacement of a L/C Issuer hereunder, the replaced L/C Issuer shall remain a party hereto and shall continue to have all the rights and obligations of an L/C Issuer under this Agreement with respect to Letters of Credit issued by it prior to such replacement, but shall not be required to issue additional Letters of Credit.

Section 2.17. Letter of Credit Fee TC "Section 2.17. Letter of Credit Fee" \f C \l "2" . Borrowers agree to pay to Agent, for the account of the Lenders, in accordance with their respective Pro Rata Shares, for each Letter of Credit, a fee (the "*Letter of Credit Fee*") equal to the Applicable Margin per annum of the undrawn face amount of each Letter of Credit issued for Borrowers' account at Borrowers' request, plus all out-of-pocket costs, fees and expenses incurred by Agent in connection with the application for, processing of, issuance of, or amendment to any Letter of Credit, which costs, fees and expenses shall include a "fronting fee" payable to such issuer. The Letter of Credit Fee shall be payable monthly in arrears on the 1st day of each month following any month in which a Letter of Credit was issued and/or in which a Letter of Credit remains outstanding and on the Maturity Date. The Letter of Credit Fee shall be payable when a Letter of Credit is issued, renewed, extended, or amended, as appropriate for the period of time during which the Letter of Credit will be outstanding. The Letter of Credit Fee shall be computed on the basis of a 360-day year for the actual number of days elapsed. The Letter of Credit Fee shall be increased to the Default Rate in accordance with Section 2.5(b).

Section 2.18. Bank Products TC "Section 2.18. Bank Products" \f C \l "2" . Borrowers may request and BMO may, in its sole and absolute discretion, arrange for Borrowers to obtain, from BMO, BMO's Affiliates or the other Lenders, Bank Products although Borrowers are not required to do so. To the extent Bank Products are provided by an Affiliate of BMO or an Affiliate of a Lender, Borrowers agree to indemnify and hold BMO and the Lenders harmless from any and all reasonable and documented out-of-pocket costs and obligations now or hereafter incurred by BMO or any of the Lenders which arise from the indemnity given by BMO to its Affiliates or a Lender to its Affiliates related to such Bank Products except for costs or obligations resulting from the gross negligence or willful misconduct of BMO or any of the Lenders. The

agreement contained in this section shall survive termination of this Agreement. Each Borrower acknowledges and agrees that the obtaining of Bank Products from BMO., BMO's Affiliates or any other Lender (a) is in the sole and absolute discretion of BMO, BMO's Affiliates, or other Lender, as applicable and (b) is subject to all rules and regulations of BMO, BMO's Affiliates or such other Lender, as applicable.

Section 2.19. Loan Administration TC "Section 2.19. Loan Administration" \f C \l "2" .

(a) *Borrower Agent.* Each Borrower hereby designates Borrower Agent as its representative and agent for all purposes under the Loan Documents, including requests for Revolving Loans and Letters of Credit, designation of interest rates, delivery or receipt of communications with Agent, L/C Issuer or any Lender, preparation and delivery of Borrowing Base Certificates and financial reports, receipt and payment of Obligations, requests for waivers, amendments or other accommodations, actions under the Loan Documents (including in respect compliance with covenants), and all other dealings with Agent, L/C Issuer or any Lender. Borrower Agent, L/C Issuer, Agent and the Lenders hereby accept such appointment. Agent, L/C Issuer and Lenders shall be entitled to rely upon, and shall be fully protected in relying upon, any notice or communication (including any Notice of Borrowing) delivered by Borrower Agent on behalf of any Borrower. Agent, L/C Issuer and Lenders may give any notice or communication with a Borrower hereunder to Borrower Agent on behalf of any Borrower. Agent, L/C Issuer and Lenders may give any notice or communication, with a Borrower hereunder to Borrower Agent on behalf of such Borrower. Agent shall have the right, in its discretion, to deal exclusively with Borrower Agent for any and all purposes under the Loan Documents. Each Borrower agrees that any notice, election, communication, representation, agreement or undertaking made on its behalf by Borrower Agent shall be binding upon and enforceable against it.

(b) *One Obligation.* The Revolving Loans, L/C Obligations and other Obligations shall constitute one general obligation of Borrowers and (unless otherwise expressly provided in any Loan Document) shall be secured by Agent's Lien upon all Collateral; *provided, however,* that Agent and each Lender shall be deemed to be a creditor of, and the holder of a separate claim against, each Borrower to the extent of any Obligations jointly or severally owed by such Borrower.

Section 2.20. Requested Increases to Commitments TC "Section 2.20. Requested Increases to Commitments" \f C \l "2" . Provided that no Default or Event of Default exists, at any time prior to ninety (90) days before the Maturity Date, Borrower Agent may request from time to time in writing to Agent that the Commitments be increased, by an amount not less than \$5,000,000 or higher integral multiple of \$5,000,000, but in any event not to exceed \$420,000,000 (total commitments), or an aggregate amount that is equal to an amount which would increase the Commitments to \$420,000,000 (total commitments), according to the following procedures:

(a) Borrowers shall offer the existing Lenders the opportunity to participate in any such increased amount of the Commitments (such increased amount being referred to as the "*Commitment Increase Amount*") in accordance with each Lender's Pro Rata Share (each participating Lender being referred to as an "*Increasing Lender*"). The existing

Lenders shall be under no obligation to participate in any such Commitment Increase Amount and any agreement by any Lender to so participate will be in the sole discretion of such Lender.

(b) If any Lender declines to commit to its Pro Rata Share of any such Commitment Increase Amount (such declined portion of the Commitment Increase Amount being referred to as a “*Declined Share*”), then Borrowers may join a new Lender (or Lenders) to this Agreement (each such Lender, an “*Augmenting Lender*”), who shall be (i) a commercial bank, commercial finance company or other asset based lender, having total assets in excess of \$1,000,000,000, (ii) an Affiliate of an existing Lender; or (iii) another Person acceptable to Agent in its discretion, or permit an existing Lender which has already agreed to commit to its Pro Rata Share of any such Commitment Increase Amount, to commit to the Declined Share. If an Augmenting Lender (or Lenders) commits to the Declined Share, it (or they) shall join (if not already a party hereto) this Agreement pursuant to a bank joinder and assumption agreement in form and substance reasonably satisfactory to Agent and Borrowers, setting forth the Commitment of such Augmenting Lender (or Lenders), pursuant to which such Augmenting Lender (or Lenders) will become party hereto as of the effective date thereof.

(c) On the effective date of any increase in the Commitment(s) as contemplated by this Section 2.20, (i) each Increasing Lender and Augmenting Lender shall make available to Agent, for the benefit of the other Lenders, such amounts in immediately available funds as Agent shall determine as being required in order to cause, after giving effect to such increase and the use of such to make payments to such other Lenders, each Lender’s portion of the outstanding Revolving Loans of all the Lenders to equal its Pro Rata Share of such outstanding Revolving Loans (after giving effect to the increase in the Commitment(s) occasioned by the addition of the Increasing Lender(s) or Augmenting Lender(s), or both, as the case may be) and (ii) Borrowers shall be deemed to have repaid and reborrowed all outstanding Revolving Loans as of the date of any increase in the Commitment(s) (with such reborrowing to consist of Revolving Loans subject to the same interest rate options provided herein specified in a notice delivered by Borrowers in accordance with the requirements of this Agreement). Upon the request of Agent, each Borrower shall execute and deliver to Agent for the benefit of the Lenders any and all Notes and other documents, instruments, and agreements necessary or advisable in the reasonable judgment of Agent to evidence or document the increase in the Commitment(s), including any amendments hereto, and each of the Lenders hereby provides its consent hereto and thereto and each Lender hereby authorizes Agent to execute any such documents, instruments, and agreements consistent with the terms of this Section 2.20 on its behalf without the necessity of any further consent of any Lender. In consideration of each increase in the Commitments according to this Section 2.20 and as a condition thereto, Borrowers shall pay to Agent, for the ratable benefit of the Lenders providing the Commitment Increase Amount, an upfront commitment increase fee in an amount to be mutually agreed among Borrowers and the Augmenting Lenders providing the Commitment Increase Amount, payable on the effective date of each increase in the Commitment(s). Such fee shall be fully due and non-refundable when paid.

(d) As a condition to any Commitment increase pursuant to this Section 2.20, Borrowers shall have complied with the following conditions: (i) upon the request of any Lender made prior to the date of the proposed Commitment increase pursuant to this Section 2.20, Borrowers shall have provided to such Lender, and such Lender shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable “know your customer” and anti-money-laundering rules and regulations, including, without limitation, the U.S. PATRIOT Act, in each case at least 3 Business Days prior to the date of the proposed Commitment increase pursuant to this Section 2.20; and (ii) at least 10 days prior to the date of the proposed Commitment increase pursuant to this Section 2.20, any Borrower (including any entity to be joined as a Borrower) that qualifies as a “legal entity customer” under the Beneficial Ownership Regulation shall deliver, to each Lender that so requests, a Beneficial Ownership Certification in relation to such Borrower.

Section 2.21. Defaulting Lenders TC "Section 2.21. Defaulting Lenders" \f C \l "2" . Notwithstanding anything herein to the contrary:

(a) *Reallocation of Pro Rata Share; Amendments.* For purposes of determining Lenders’ obligations or rights to fund, participate in or receive collections with respect to Revolving Loans and Letters of Credit (including existing Non-Ratable Loans, Agent Advances, and L/C Obligations), Agent shall reallocate Pro Rata Shares by excluding a Defaulting Lender’s Commitments and Revolving Loans from the calculation of shares. A Defaulting Lender shall have no right to vote on any amendment, waiver or other modification of a Loan Document, except as provided in Section 11.1.

(b) *Payments; Fees.* Agent shall receive and retain any amounts payable to a Defaulting Lender under the Loan Documents, and a Defaulting Lender shall be deemed to have assigned to Agent such amounts until all Obligations owing to Agent, non-Defaulting Lenders and other Lenders have been Paid in Full. Agent may use such amounts to cover the Defaulting Lender’s defaulted obligations, to cash collateralize such Lender’s Fronting Exposure, to readvance the amounts to Borrowers or to repay Obligations. A Lender shall not be entitled to receive any fees accruing hereunder while it is a Defaulting Lender and its unfunded Commitment shall be disregarded for purposes of calculating the Unused Line Fee under Section 2.8. If any L/C Obligations owing to a Defaulting Lender are reallocated to other Lenders, fees attributable to such L/C Obligations under Section 2.17 shall be paid to such Lenders. Agent shall be paid all fees attributable to L/C Obligations that are not reallocated.

(c) *Status; Cure.* Agent may determine in its discretion that a Lender constitutes a Defaulting Lender and the effective date of such status shall be conclusive and binding on all parties, absent manifest error. Borrowers, Agent and L/C Issuer may agree in writing that a Lender has ceased to be a Defaulting Lender, whereupon Pro Rata Shares shall be reallocated without exclusion of the reinstated Lender’s Commitments and Revolving Loans, and the exposures under the Commitments shall be reallocated among Lenders and settled by Agent (with appropriate payments by the reinstated Lender) in accordance with the readjusted Pro Rata Shares. Unless expressly agreed by Borrowers,

Agent and L/C Issuer, or as expressly provided herein with respect to Bail-In Actions and related matters, no reallocation of Commitments and Revolving Loans to non-Defaulting Lenders or reinstatement of a Defaulting Lender shall constitute a waiver or release of claims against such Lender. The failure of any Lender to fund a Revolving Loan, to make a payment in respect of L/C Obligations or otherwise to perform obligations hereunder shall not relieve any other Lender of its obligations under any Loan Document. No Lender shall be responsible for default by another Lender.

Section 2.22. Erroneous Payments TC "Section 2.22. Erroneous Payments" \f C \l "2" . Unless Agent shall have received notice from Borrower Agent prior to the date on which any payment is due to Agent for the account of the Lenders or the L/C Issuer hereunder that Borrowers will not make such payment, Agent may assume that Borrowers have made such payment on such date in accordance herewith and may (but shall not be required to) in reliance upon such assumption, distribute to the applicable Lenders or the L/C Issuer, as the case may be, the amount due. With respect to any payment that Agent makes to any Lender or L/C Issuer as to which Agent determines (in its sole and absolute discretion) that any of the following applies (such payment referred to as the "*Rescindable Amount*"): (1) Borrowers have not in fact made the corresponding payment to Agent; (2) Agent has made a payment in excess of the amount(s) received by it from Borrowers either individually or in the aggregate (whether or not then owed); or (3) Agent has for any reason otherwise erroneously made such payment; then the Lenders and L/C Issuers severally agree to repay to Agent forthwith on demand the Rescindable Amount so distributed to such Lender and L/C Issuer, in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to Agent, at the greater of the Federal Funds Rate and a rate determined by Agent in accordance with banking industry rules on interbank compensation.

SECTION THREE - TERM TC "SECTION THREE - TERM" \f C \l "1"

Section 3.1. Term of Agreement and Revolving Loan Repayment TC "Section 3.1. Term of Agreement and Revolving Loan Repayment" \f C \l "2" . This Agreement shall have a term commencing on the date this Agreement becomes effective, and ending on the Maturity Date. The outstanding Obligations (other than Bank Product Obligations which the applicable Bank Product Provider has agreed to continue) shall be Paid in Full on the Maturity Date without notice or demand and shall be repaid to Agent, for the account of Lenders, by a wire transfer of immediately available funds. Borrowers may terminate this Agreement prior to the Maturity Date by: (a) giving Agent and Lenders at least 15 Business Days prior notice of intention to terminate this Agreement; (b) making Payment in Full of all Obligations on or prior to the effective date of termination; and (c) subject to Section 13.24(a), paying to Agent, for the account of the Lenders, an early termination fee equal to one half of one percent (0.50%) of the Total Credit Facility in the event the effective date of termination occurs at any time prior to August 19, 2027 (it being understood and agreed that no early termination fee shall be due and payable in the event the effective date of termination occurs on or after August 19, 2027). Notwithstanding the foregoing, upon the occurrence of an Event of Default, Agent may (and shall, at the direction of Majority Lenders) immediately accelerate the Maturity Date and terminate further performance under this Agreement as set forth in Section 10.2; it being agreed that the prepayment penalties in the preceding sentence shall apply if Agent accelerates the Maturity Date.

Section 3.2. Termination of Security Interests TC "Section 3.2. Termination of Security Interests" \f C \l "2" . Notwithstanding termination of this Agreement, until all Obligations have been Paid in Full, Agent, for the account of Lenders, shall retain a security interest in all Collateral existing and thereafter arising and Borrowers shall continue to collaterally assign to Agent, for the account of Lenders, all Contracts and security therefor and shall continue to turn over to Agent, in kind, all collections received respecting the Contracts as and to the extent required by the Loan Documents. After termination, and when Agent has received Payment in Full of all Obligations, for the account of the Lenders, the security interest created hereby shall terminate and all right to the Collateral shall revert to Borrowers and Agent shall promptly execute such evidence of termination of all security agreements and release of the security interests given by Borrowers to Agent as Borrower may reasonably request.

SECTION FOUR - SECURITY INTEREST IN COLLATERAL TC "SECTION FOUR - SECURITY INTEREST IN COLLATERAL" \f C \l "1"

Section 4.1. Creation of Security Interest in Collateral TC "Section 4.1. Creation of Security Interest in Collateral" \f C \l "2" . Each Borrower hereby irrevocably and unconditionally grants, transfers, pledges, collaterally assigns, hypothecates, sets over and conveys to Agent, for the benefit of Agent and Lenders, a first-priority continuing Lien and security interest in all of its right, title, and interest in, to and under all of the Collateral (except with respect to subsection (c) of the definition of Collateral to the extent that granting occurs pursuant to another security agreement or similar document), whether presently existing or hereafter acquired or arising, in order to secure prompt payment and performance by each Borrower of all its Obligations (other than subsection (c) of the definition of Collateral which granting shall be governed by such other applicable security document).

With respect to Collateral that consists of Master Collection Accounts (as defined in the Intercreditor Agreement), Regional, the other Borrowers, the Special Purpose Subsidiaries and the other Grantors (as defined in the Security Agreement), pursuant to the Security Agreement shall grant a security interest in such Master Collection Accounts to Collateral Agent. The rights and remedies of the Collateral Agent, Agent, each Permitted Facility Agent party thereto, and any additional Permitted Facility Agents shall be governed by the provisions of the Intercreditor Agreement. In no event shall the grant of any Lien under any Loan Document secure an Excluded Swap Obligation of the granting obligor.

Section 4.2. Borrower's Representations and Warranties Regarding Collateral TC "Section 4.2. Borrower's Representations and Warranties Regarding Collateral" \f C \l "2" . Each Borrower represents and warrants to Agent and Lenders that so long as such Borrower is obligated to Agent and Lenders, that:

- (a) the Collateral shall be owned solely by such Borrower, and no other Person, other than Agent and Lenders (and Collateral Agent as to the Master Collection Accounts (as defined in the Intercreditor Agreement)), has or will have any right, title, interest, claim or Lien therein except for Permitted Liens;

(b) except as specifically consented to in writing by Agent, such Borrower shall not compromise for less than the full face value, or release in whole or in part any Person liable for the payment of, or allow any credit whatsoever against, any portion of the Collateral, except for the amount of cash to be paid upon any such Collateral or any instrument or document representing such Collateral, and that the Collateral, including any monies resulting from the lease, rental, sale or other disposition thereof, shall remain free and clear of any Liens, excepting for Liens hereby granted to Agent and Lenders and Permitted Liens; *provided, however*, that Borrower may grant Contract Debtors discounts, credits and allowances given in the ordinary course of business in accordance with historic practice and in compliance with its credit guidelines (in accordance with Section 7.15 hereof);

(c) such Borrower shall pay and discharge, when due, all taxes, levies, assessments and other charges upon the Collateral, except to the extent the validity thereof is being contested in good faith by proper proceedings which stay the enforcement of any penalty, fine or Lien resulting from non-payment thereof and with respect to which adequate reserves in accordance with GAAP have been set aside for the payment thereof; and

(d) on or after the satisfaction of the Bank Originator Condition, to its knowledge, the Bank Originator shall have the requisite experience to originate and sell the Contracts in connection with the Bank Originator Program Documents and is in material compliance with all applicable laws.

Section 4.3. Financing Statements TC "Section 4.3. Financing Statements" \f C \l "2" . Each Borrower agrees, at its own expense, to take such action as may be requested by Agent in its Permitted Discretion, including delivery, as may be required by Agent to perfect or maintain Agent's security interest in the Collateral, and to execute and record an assignment of any deed of trust or mortgage naming such Borrower as the beneficiary and a Contract Debtor (or any Guarantor) as trustor. Each Borrower hereby (i) authorizes Agent and Agent's designee to execute and file or record, or file or record without signature as the case may be where permitted by law, at any time any such financing statements, continuation statements, and assignments and amendments thereto on such Borrower's behalf and (ii) ratifies such authorization to the extent that Agent has filed any such financing statements, continuation statements and assignments and amendments thereto, prior to the date hereof. Without limiting the foregoing, each Borrower agrees to assign Agent any and all UCC financing statements filed by any Borrower against any Bank Originator under or in connection with any Bank Originator Transfer Agreement, except to the extent such UCC financing statement was filed in connection with a Permitted Facility.

Section 4.4. Location of Collateral TC "Section 4.4. Location of Collateral" \f C \l "2" . Each Borrower represents and warrants that, except for Collateral which has been delivered to Agent under the terms hereof or over which Agent has Control (as defined in the Code), is in-transit Collateral, or is maintained on an electronic system: (a) Schedule 4.4 is a correct and complete list of the locations of all of books and records concerning the Collateral, the locations of the Collateral (other than bank accounts and amounts on deposit therein), and the locations of all such Borrower's places of business as of the Closing Date, except to the extent that newly

acquired Collateral is in transit in the ordinary course of business to any such locations and except in the case of new locations which have not been required to be updated on Schedule 4.4 pursuant to Section 9.1(d)(v) as of any date this representation is made; and (b) the Collateral shall remain at all times in the possession of such Borrower (or, to the extent contemplated by the Loan Documents, in the possession or control of Agent, or in-transit or maintained on an electronic system). Each Borrower covenants and agrees that, except for Collateral in the possession of Agent, or over which Agent has Control, is in-transit, or is maintained on an electronic system, it will not maintain the Collateral at any location other than those listed in Schedule 4.4 (other than any new locations which are not required to have been updated on Schedule 4.4 pursuant to Section 9.1(d)(v)), and will not otherwise change or add to those locations, unless such Borrower promptly executes and delivers to Agent any and all financing statements and other documents reasonably requested by Agent in such circumstance and, not less frequently than when required by Section 9.1(d)(v), such Borrower delivers to Agent an update to Schedule 4.4. Notwithstanding any provision of this Agreement to the contrary, upon the occurrence and during the continuance of an Event of Default, each Borrower shall upon Agent's request immediately deliver to Agent all Contracts and related Security Documents then existing and thereafter arising. With respect to Contracts in electronic form, such Collateral shall be stored on an electronic system, which system must be at all times accessible by, and acceptable to, Agent (unless the Electronic Contract Conditions are satisfied with respect to such Contracts that are Electronic Contracts). Borrowers shall comply with any further requirements that Agent may, from time to time, reasonably require in connection with the perfection of Agent's security interest in any Collateral stored electronically.

Section 4.5. Protection of Collateral; Reimbursement TC "Section 4.5. Protection of Collateral; Reimbursement" \f C \l "2" . Each Borrower shall pay all expenses of protecting, storing, insuring, handling, maintaining, and shipping the Collateral and any and all excise, property, sales, and use taxes levied by any state, federal or local authority on any of the Collateral or in respect of the sale thereof. If any Borrower fails promptly to pay any portion thereof when due, Agent may, at its option, but shall not be required to, pay the same and charge any Borrower's account under this Agreement therefor, and each Borrower agrees promptly to reimburse Agent therefor with interest accruing thereon daily at the rate of interest then in effect under the Notes. All sums so paid or incurred by Agent for any of the foregoing and any and all sums for which Borrowers may become liable under this Agreement and all reasonable costs and expenses (including Agent's Expenses) which Agent may incur in enforcing or protecting its Lien or rights and interest in the Collateral or any of its rights or remedies under this Agreement or any other agreement between the parties hereto or in respect of any of the transactions occurring thereunder until paid by Borrowers to Agent with interest at the rate of interest then in effect under the Notes, shall be considered as additional indebtedness owing by Borrowers to Agent under this Agreement and, as such, shall be secured by all the Collateral. Except for Agent or Lenders' gross negligence or willful misconduct, Agent shall not be liable or responsible in any way for the safekeeping of any of the Collateral or for any loss or damage thereto or for any diminution in the value thereof, or for any act or default of any carrier, forwarding agency, or other Person whatsoever, but the same shall be at Borrowers' sole risk.

Section 4.6. Release of Collateral TC "Section 4.6. Release of Collateral" \f C \l "2" . Notwithstanding any other provision of this Agreement to the contrary, upon Borrower's

request, Agent shall release its security interest in any Contract(s) and the Security Documents related thereto, including the items set forth in clauses (a) through (e) of the definition of "Collateral" specifically with respect to such Contract(s) (excluding any transfers in connection with a Permitted Facility, which release of security interest shall be governed by Section 8.18, and excluding Permitted Charged Off Contracts Sales which release of security interest shall be governed by the last sentence of this Section 4.6), included in the Collateral so long as (a) Borrower obtains Agent's prior written consent to such release, which consent shall not be unreasonably withheld, conditioned or delayed; (b) no Default or Event of Default exists at the time such Contract(s) is to be released; (c) Borrower has entered into a written contract for the sale of such Contract(s) and has delivered to Agent a fully executed copy of such written contract; (d) if Borrowers have no Excess Availability after giving effect to the sale, either (i) Borrower pledges to Agent additional Collateral equivalent to such Contract(s) being released, or (ii) Borrower reduces the outstanding, unpaid principal balance of the Notes through payment in an amount equal to the sale price of such Contract(s) being released in the form of cash or the wire transfer of immediately available funds; and (e) immediately following the pledging of additional Collateral or payment of the Notes, a Default or Event of Default does not exist under this Agreement. Upon satisfaction of all of the foregoing conditions, Agent shall release its security interest in such Contract(s) and within a reasonable period of time, return the original such Contract(s) and original Security Documents in its possession, if any, being released. Any distribution of interest or principal, or loss of the Collateral or any of the Property secured thereby, shall not release any Borrower from any of the Obligations. Notwithstanding the foregoing, upon the consummation of a Permitted Charged Off Contracts Sale by Borrowers, Agent's Lien and security interest in the applicable Contracts and the Security Documents related thereto shall be deemed automatically released and terminated upon a Borrower's receipt of the purchase price therefore and Agent agrees to promptly execute and deliver at Borrower's request any and all lien release and termination statements with respect thereto as Borrowers shall reasonably request and, within a reasonable period of time, to return the original of such applicable Contracts and original Security Documents in its possession, if any.

Section 4.7. Assigned Purchase Agreements TC "Section 4.7. Assigned Purchase Agreements" \f C \l "2" . Borrowers shall perform all of its obligations under each of the Assigned Purchase Agreements, and shall enforce all of its rights and remedies thereunder, in each case, as it deems appropriate in its business judgment; *provided* that Borrowers shall not take any action or fail to take any action with respect to its Assigned Purchase Agreements that would cause the termination of an Assigned Purchase Agreement (unless such action or failure to take such action was in the exercise of Borrowers' business judgment). Upon and during the continuance of an Event of Default, upon Agent's request, Borrowers shall remit directly to Agent for application to the Obligations in such order as Agent shall determine, all amounts received by Borrowers pursuant to its Assigned Purchase Agreements. Upon and during the continuance of an Event of Default, if any Borrowers shall fail to pursue diligently any right under an Assigned Purchase Agreements, Agent may, upon prior written notice to Borrowers, directly enforce such right in the Lenders' or a Borrower's name and may enter into such settlements or other agreements with respect thereto as Agent shall determine. Upon and during the continuance of an Event of Default, upon prior written notice to Borrowers, Agent, in its own name or in the name of Borrower(s), may bring suit, proceeding, or action under any Assigned Purchase Agreement for any sum owing thereunder or to enforce any provision thereof. All obligations of Borrowers under any Assigned

Purchase Agreement shall be and remain enforceable only against Borrowers and shall not be enforceable against Agent or Lenders. Notwithstanding any provision hereof to the contrary, Borrowers shall at all times remain liable to observe and perform all of its duties and obligations under its Assigned Purchase Agreements, and Agent's or Lenders' exercise of any of their respective rights with respect to the Collateral shall not release a Borrower from any of such duties and obligations. Lenders shall not be obligated to perform or fulfill a Borrower's duties or obligations under its Assigned Purchase Agreements or to make any payment thereunder, or to make any inquiry as to the nature or sufficiency of any payment or property received by it thereunder or the sufficiency of performance by any party thereunder, or to present or file any claim, or to take any action to collect or enforce any performance, any payment of any amounts, or any delivery of any property.

Section 4.8. Bank Originator Program Documents; Annual Review TC "Section 4.8. Bank Originator Program Documents; Annual Review" \f C \l "2" . (a) Borrowers shall promptly (or within five (5) Business Days of the end of each fiscal quarter of Regional in the case of clause (i) or (ii) below) notify Agent in writing of the occurrence of any of the following: (i) any amendment to any Bank Originator Program Document (to the extent such amendment did not require Agent approval pursuant to Section 8.22 hereof), (ii) the retention by the Borrowers or, to the knowledge of any Borrower, a Bank Originator pursuant to any Bank Originator Program Document, of any contractor or service provider to perform subservicing of the Contracts originated by such Bank Originator under such Bank Originator Program Documents, (iii) the breach of any material representation, warranty or covenant under any Bank Originator Program Document that triggers an "event of default" (or term comparable thereto) thereunder or a right of termination of such Bank Originator Program Document, together with a description of such breach, and (iv) the receipt or delivery of a termination notice with respect to the Bank Originator Program or any Bank Originator Program Document.

(b) The Borrowers shall engage outside legal counsel at its own cost and expense to conduct an annual review of each Bank Originator's loan origination program and to assess compliance of each of the Bank Originators and the Borrowers with such loan origination program with regulatory and other legal requirements. The review for each fiscal year shall be delivered to the Agent and each Lender by September 30th of each calendar year commencing the year after the satisfaction of the Bank Originator Conditions.

SECTION FIVE - RECORDS AND SERVICING OF CONTRACTS TC "SECTION FIVE - RECORDS AND SERVICING OF CONTRACTS" \f C \l "1"

Section 5.1. Records of Contracts TC "Section 5.1. Records of Contracts" \f C \l "2" . Each Borrower shall keep or will cause to be kept in a safe place, at its chief executive office and other locations set forth on Schedule 4.4 or with respect to which Borrowers are otherwise in compliance with Section 4.4, or as otherwise agreed to by Agent (including, in respect of Contracts in electronic form, on an electronic platform), proper and accurate in all material respects books and records pertaining to the Contracts and the other Collateral.

Section 5.2. *Servicing of Contracts* TC "Section 5.2. Servicing of Contracts" \f C \l "2" . At no expense to Agent or any Lender, each Borrower shall diligently and faithfully perform the following services relating to the Contracts and the other Collateral:

(a) Borrowers shall collect all payments and other proceeds of the Contracts and other Collateral and, while any portion of the Obligations is unpaid, Borrowers shall, after the establishment of those certain collection accounts (each a "*Collection Account*"; and collectively, the "*Collection Accounts*") pursuant to the Collection Account Agreements, within three (3) Business Days after receipt thereof in an account that is not a Collection Account, deposit all cash proceeds of the Collateral received in collection accounts (including, for example, all regular monthly payments received in connection with the Contracts) into the Collection Accounts (in each case, net of the amount of any holdback, dispute, other reserve required by the applicable deposit account bank to remain in any such collection account, and any other amount that because of any order or legal process or as a result of a bankruptcy or other insolvency proceeding or otherwise excuses the depository bank from performance (or permits a delay or suspension in performance)); *provided* that no Borrower shall be in violation of this Section 5.2(a) to the extent it is unable to so deposit such proceeds due to the occurrence of any events or circumstances that are not wholly within its control. Upon the occurrence and during the continuance of an Event of Default under this Agreement or the occurrence and during the continuance of a Dominion Period (as defined in the Intercreditor Agreement), then upon written notice from Agent to Borrowers, and at all times thereafter, any Borrower's right to withdraw any funds from the Collection Accounts shall immediately terminate and only Agent shall thereafter have a right to withdraw any funds from the Collection Accounts. Agent agrees to reinstate such Borrower's right to withdraw funds from the Collection Accounts when no Event of Default, Dominion Period is in effect for a period of 60 consecutive days, to the extent not inconsistent with the Intercreditor Agreement. Borrowers shall provide Agent monthly or more frequently as requested by Agent with written notification of any Contract under which any scheduled payment thereunder is 30 days or more past due. Notwithstanding anything herein or in any other Loan Document to the contrary, it is acknowledged and agreed that Borrowers are not required to enter into control agreements or otherwise perfect Agent's security interest in Regional Local Bank Accounts (as defined in the Intercreditor Agreement) so long as Borrowers are in compliance with the first sentence of this Section 5.2(a), and any representation or warranty and any covenant in the Loan Documents shall be deemed not to be breached notwithstanding the failure of Agent to be perfected in such accounts.

(b) *Verification.* Upon the occurrence and during the continuance of an Event of Default, then upon prior written notice from Agent to Borrowers, all rights of Borrowers to collect any payments due under the Contracts and the Collateral and all rights of Borrowers to exercise the consensual rights which it would otherwise be entitled to exercise pursuant to Section 5.2(a), above, shall immediately terminate. During the continuance of an Event of Default, Borrowers, at Agent's request, shall direct all Contract Debtors to make all payments due under the Contracts and the Collateral directly to Agent or to a bank account designated by Agent, and Borrowers shall otherwise cooperate with Agent in that regard. All payments received by Borrowers contrary to this Section 5.2(b) shall be

received in trust for the exclusive right of Agent, shall be segregated from other funds of Borrowers, and shall forthwith be delivered to Agent. Agent shall reinstate Borrowers' rights to collect payments and to exercise its consensual rights if no Event of Default is in effect for a 60-day period.

(c) Agent may, from time to time, so long as no Event of Default then exists, upon prior written notice to Borrowers, verify directly with Contract Debtors the validity, amount, and any other matters relating to the Contracts and the other Collateral by means of mail, telephone, or otherwise, either in the name of Borrowers or Agent or such other name as Agent may choose.

(d) *Intercreditor Agreement.* To the extent that the provisions of the Intercreditor Agreement conflict with the provisions of this Section 5.2, the provisions of the Intercreditor Agreement shall control.

SECTION SIX - CONDITIONS PRECEDENT TO ADVANCES TC "SECTION SIX - CONDITIONS PRECEDENT TO ADVANCES" \f C \l "1"

Section 6.1. Conditions Precedent to Initial Loans TC "Section 6.1. Conditions Precedent to Initial Loans" \f C \l "2" . The following are conditions precedent to each Lender's obligation to make any initial Advance required under this Agreement or to Agent's obligations to cause a Letter of Credit to be issued under this Agreement on the Closing Date:

(a) *Opinions of Counsel.* In connection with the effectiveness of this Agreement, Agent and Lenders shall have received such opinions of counsel as Agent or any Lender shall reasonably request, all in scope and substance reasonably satisfactory to Agent and Lenders.

(b) *Warranties and Representations True as of Closing Date.* The warranties and representations contained in this Agreement shall be true and correct in all material respects on the Closing Date with the same effect as though made on and as of that date, except to the extent such warranties and representations relate to a specified date, in which case they shall be so true and correct as of such date.

(c) *No Default.* The conditions set forth in Section 6.2 shall be satisfied.

(d) *First Lien on Collateral.* Except for Excluded Property, Agent shall have a perfected first and only Lien (except for Permitted Liens), in all of the Contracts and other Collateral and in the documents underlying or securing each of the Contracts. In no event shall the grant of any Lien under any Loan Document secure an Excluded Swap Obligation of the granting obligor.

(e) *Loan Documents.* Any Loan Document contemplated to be executed by Borrowers and the Guarantors and delivered to Agent or Lenders on the Closing Date shall be executed and delivered by such Person, including a consent and reaffirmation from Guarantors, and secretary's and member's certificates, as applicable.

(f) *Uniform Commercial Code Financing Statements and Assignments of Contracts.* All filings of Code financing statements, assignments of the Contracts and all other filings, recordings and action necessary to perfect Agent's Liens granted under this Agreement shall have been filed or recorded and confirmation thereof shall have been received by Agent.

(g) *Intercreditor.* The Intercreditor Agreement and Security Agreement shall have been duly executed and delivered by the parties thereto.

(h) *Payment of Expenses, Charges, Etc.* Agent shall have the right to pay out of the proceeds of any Advance to be made by Lenders hereunder all sums which are due from Borrowers to Agent or any Lender pursuant to the terms of this Agreement and for which Borrowers have received an invoice at least one (1) Business Day prior to the Closing Date.

(i) *Fee Letters.* All fees due and payable on the Closing Date under the Fee Letters shall have been paid to the applicable payees in accordance with the terms thereof.

(j) *AML/KYC Diligence.* Each Borrower shall have provided, in form and substance satisfactory to Agent and each Lender, all documentation and other information as Agent or any Lender requests in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including the U.S. PATRIOT Act and Beneficial Ownership Regulation. If any Borrower qualifies as a "legal entity customer" under the Beneficial Ownership Regulation, it shall have provided a Beneficial Ownership Certification to Agent and Lenders in relation to such Borrower.

(k) *Payoff and Lien Release.* The Agent shall have received (i) pay-off and lien release letters from secured creditors of the Borrowers and the Guarantors (other than secured parties intended to remain outstanding after the Effective Date with Indebtedness and Liens permitted hereunder) setting forth, among other things, the total amount of indebtedness outstanding and owing to them (or outstanding letters of credit issued for the account of any of the Borrowers or Guarantors) and containing an undertaking to cause to be delivered to the Agent, UCC termination statements and any other lien release instruments necessary to release their Liens on the assets of any Borrowers or any Guarantors, which pay-off and lien release letters shall be in form and substance reasonably acceptable to the Agent and (ii) evidence that such indebtedness has been repaid and Liens have been released.

Section 6.2. Conditions to all Advances and Letters of Credit TC "Section 6.2. Conditions to all Advances and Letters of Credit" \f C \l "2" . The obligation of Agent, L/C Issuer and Lenders to fund any Revolving Loans, issue any Letters of Credit or to extend any other credit hereunder after the Closing Date is subject solely to satisfaction of the following conditions precedent:

(a) No Default or Event of Default shall exist at the time of, or result from, such funding, issuance or grant;

(b) The representations and warranties of each Borrower and Guarantor in the Loan Documents shall be true and correct in all material respects (or in all respects for such representations and warranties that provide for a materiality qualifier therein) on the date of, and upon giving effect to, such funding, issuance or grant (except for representations and warranties that expressly relate to an earlier date);

(c) With respect to a request for Revolving Loans, Borrowers shall have made a request therefor in accordance with Section 2.2(b);

(d) With respect to issuance of a Letter of Credit, the other conditions in Section 2.16(b) shall have been satisfied, L/C Issuer shall have received an Application for such Letter of Credit together with any Letter of Credit fee called for by Section 2.17 hereof and, in the case of an extension or increase in the amount of a Letter of Credit, a written request therefor in a form acceptable to the L/C Issuer together with fees called for by Section 2.17 hereof; and

(e) no Level Two Regulatory Event shall have occurred or be continuing, or exist after giving effect to the requested Advance on such date.

Each request (or deemed request) by Borrowers for funding of a Loan, issuance of, increase in the amount of, or extension of the expiration date of, a Letter of Credit or grant of an accommodation shall constitute a representation by Borrowers that the foregoing conditions are satisfied on the date of such request and on the date of such funding, issuance or grant.

SECTION SEVEN - REPRESENTATIONS, WARRANTIES AND COVENANTS TC "SECTION SEVEN - REPRESENTATIONS, WARRANTIES AND COVENANTS" \f C \L "1"

Section 7.1. Representations and Warranties Reaffirmed TC "Section 7.1. Representations and Warranties Reaffirmed" \f C \l "2" . Each Borrower represents and warrants by this Agreement, and with each Advance request, the following matters. Each warranty and representation shall be deemed to be automatically repeated with each Advance and shall be true and correct in all material respects on the date of the making of such Advance, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they shall be true and correct in all material respects as of such earlier date, and such warranties and representations shall be conclusively presumed to have been relied upon by Agent and each Lender regardless of any information possessed or any investigation made by Agent or any Lender. The warranties and representations shall be cumulative and in addition to all other warranties, representations, and agreements which Borrower shall give or cause to be given to Agent or any Lender, either now or hereafter.

Section 7.2. Warranties and Representations Regarding Contracts TC "Section 7.2. Warranties and Representations Regarding Contracts" \f C \l "2" . With respect to the Contracts included in the Collateral:

(a) To the knowledge of Borrowers after due inquiry, each Contract is a bona fide, valid, and binding obligation of the Contract Debtor, enforceable in accordance with

the terms of the Contract except to the extent enforceability may be limited by applicable bankruptcy, insolvency, moratorium, reorganization or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability, and Borrowers do not know of any fact which impairs or will impair the validity of any such Contract.

(b) Each Contract and related Security Documents are free of any claim for credit, deduction, discount, allowance, defense (including the defense of usury), dispute, counterclaim or setoff except to the extent that such claims could not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(c) Except for Permitted Liens, each Contract is free of any prior assignment (except for assignments to a Borrower and except if such Contract is a Reconveyed Contract), superior security interest, Lien, claim, or encumbrance in favor of any Person other than Agent.

(d) Each Contract correctly sets forth the loan terms between such Borrower (or, where applicable, Bank Originator) and the Contract Debtor, including the interest rate applicable thereto.

(e) To the knowledge of Borrowers, the Security Documents correctly set forth the legal description of any subject real property and reasonably describe the subject personal property collateral.

(f) To the knowledge of Borrowers, the signatures of all Contract Debtors are genuine and each Contract Debtor had the legal capacity to enter into and execute such documents on the date thereof.

Section 7.3. Warranties and Representations Regarding Collateral Generally TC "Section 7.3. Warranties and Representations Regarding Collateral Generally" \f C \l "2" . With respect to all Collateral, including the Contracts:

(a) All state and federal laws have been complied with by Borrowers in conjunction with the Collateral, except such non-compliance that could not reasonably be expected have a Material Adverse Effect.

(b) At the time of the assignment of any Collateral by any Borrower, such Borrower has good and valid title to, and full right and authority to pledge and collaterally assign, the same.

(c) The provisions of this Agreement and the other Loan Documents create legal and valid Liens on all the Collateral in favor of Agent and when all proper filings, recordings and other actions necessary to perfect such Liens have been made or taken such Liens will constitute perfected and continuing Liens on all the Collateral, having priority over all other Liens on the Collateral (except for Permitted Liens) securing all the

Obligations, and enforceable against each Borrower granting such Lien and all third parties.

Section 7.4. Solvent Financial Condition TC "Section 7.4. Solvent Financial Condition" \f C \l "2" . Immediately prior to each Advance, the present aggregate fair salable value of the respective assets of Borrowers (and, for the avoidance of doubt, excluding any Special Purpose Subsidiary) and any Guarantors are greater than the amount required to pay their respective liabilities, and each is able to pay its debts as they mature.

Section 7.5. Organization and Authority TC "Section 7.5. Organization and Authority" \f C \l "2" . Each Borrower (a) is a limited liability company or corporation, duly organized, validly existing and in good standing under the laws of the state in which it is incorporated or otherwise organized; (b) has all requisite corporate or limited liability company power to carry on its business as now conducted; and (c) is duly qualified and is authorized to do business as a foreign limited liability company or foreign corporation and is in good standing as an entity in each jurisdiction where such qualification is necessary, except for those jurisdictions where the failure to be qualified, authorized to do business as a foreign limited liability company or foreign corporation or in good standing could not reasonably be expected to have a Material Adverse Effect.

Section 7.6. Financial Statements TC "Section 7.6. Financial Statements" \f C \l "2" . The audited consolidated financial statements of Regional (excluding a Special Purpose Subsidiary) for the fiscal year ending December 31, 2024, are true and correct in all material respects and have been prepared in accordance with GAAP, consistently applied (except for changes in application in which Borrowers' accountants concur) and present fairly in all material respects the financial position of Regional and its Subsidiaries as of such dates and the results of their operations for such periods. Since the date of the most recent financial statements delivered pursuant to this Agreement, no Material Adverse Effect has occurred.

Section 7.7. Full Disclosure TC "Section 7.7. Full Disclosure" \f C \l "2" . The financial statements referred to in Section 7.6 above, this Agreement, and any written statement furnished by Borrowers to Agent or any Lender (copies of which have been previously delivered), do not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein or herein not misleading, in light of the circumstances under which it was made; *provided*, that with respect to any projections and pro forma financial information contained in the materials referenced above, Borrowers represent only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time made in light of the circumstances when made, it being recognized by Agent and Lenders that such financial information as it relates to future events is not to be viewed as fact and that actual results during the period covered by such financial information may differ from the projected results as set forth therein by a material amount.

Section 7.8. Pending Litigation TC "Section 7.8. Pending Litigation" \f C \l "2" . There are no proceedings pending, or to the knowledge of any Borrower threatened, against or affecting any Borrower or any Guarantor in any court or before any Governmental Authority or arbitration board or tribunal which could reasonably be expected to have a Material Adverse Effect. Neither

any Borrower nor any Guarantor is in default with respect to any order of any court, Governmental Authority or arbitration board or tribunal, which could reasonably be expected to result in a Material Adverse Effect. Borrowers shall notify Agent within three (3) Business Days (or such longer period as Agent may agree) after receipt by any Borrower of notice of any such proceedings or threatened proceedings that arise after the date hereof; *provided*, that no such notice shall be deemed satisfaction of the representations and/or warranties made in this Section 7.8.

Section 7.9. Titles to Properties TC "Section 7.9. Titles to Properties" \f C \l "2" . Each Borrower has good and marketable title to the property (including all of the Collateral) it purports to own, free from Liens except for Permitted Liens.

Section 7.10. Licenses. TC "Section 7.10. Licenses." \f C \l "2" Each Borrower has all licenses, permits, and franchises necessary for the conduct of its business which violation or failure could reasonably be expected to have a Material Adverse Effect.

Section 7.11. Transaction is Legal and Authorized; Restrictive Agreements TC "Section 7.11. Transaction is Legal and Authorized; Restrictive Agreements" \f C \l "2" . The execution and delivery of this Agreement and related documents by Borrowers, the grant of the Liens to Agent in respect of the Collateral by Borrowers, and compliance by Borrowers with all of the provisions of this Agreement are valid, legal, binding and enforceable in accordance with their terms (except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally or by general equitable principles relating to enforceability) and will not conflict with or result in any breach of any of the provisions of any bylaws, charter, agreement or instrument to which any Borrower, or any Subsidiary thereof, is a party. None of Borrowers are party to any agreement, and none are subject to any corporate restriction, which adversely affects their ability to execute, deliver, and perform the Loan Documents to which they are a party and repay the Obligations owing by it.

Section 7.12. Taxes TC "Section 7.12. Taxes" \f C \l "2" . All federal and state income tax returns, and all other material tax returns, required to be filed by any Borrowers and any Guarantor in any jurisdiction have been filed when due (after giving effect to any extensions permitted by applicable law and regulations), and all federal and state income taxes and all other material taxes, assessments, and other governmental charges imposed upon Borrowers, or upon any of their properties, income or franchises, which are due and payable, have been paid when due, except for taxes, assessments and other governmental charges with respect to which (a) the validity thereof is being contested in good faith by proper proceedings which stay the enforcement of any Lien resulting from non-payment thereof, (b) adequate reserves in accordance with GAAP have been set aside for the payment thereof, and (c) the maximum amount in controversy, individually or in the aggregate, does not exceed \$10,000,000. The provisions for reserves for Taxes on the books of Borrowers are adequate in all material respects for all unaudited Fiscal Years and for its current fiscal period.

Section 7.13. Compliance with Law TC "Section 7.13. Compliance with Law" \f C \l "2" . Each Borrower: (a) is not in violation of any laws, ordinances, or governmental rules or regulations to which it or its business is subject, the violation of which could reasonably be

expected to have a Material Adverse Effect, and (b) has not used illegal, improper, fraudulent or deceptive marketing techniques or unfair business practices with respect to the Contracts which could reasonably be expected to have a Material Adverse Effect. Each Borrower has fully complied with all applicable federal statutes and all rules and regulations promulgated thereunder and with all provisions of law of each state whose laws, rules, and regulations relate to the Contracts, except to the extent that such non-compliance could not reasonably be expected to have a Material Adverse Effect. The information included in the Beneficial Ownership Certification most recently provided to Agent and Lenders is true and complete in all respects as of the date certified therein (it being understood that in the event a new Subsidiary was formed after the date of such Beneficial Ownership Certification, such representation and warranty does not include such Subsidiary until a Beneficial Ownership Certification is delivered in respect of such Subsidiary).

Section 7.14. Borrowers' Office and Names TC "Section 7.14. Borrowers' Office and Names" \f C \l "2" . As of the Closing Date, each Borrower's chief executive office is located at the address stated in Section 13.5(a) of this Agreement, and each Borrower covenants and agrees that it will not, without prior written notification to Agent, relocate said chief executive office. As of the Closing Date, the exact legal name of each Borrower is as set forth on the signature page of this Agreement and no Borrower has, during the five years immediately prior to the date of this Agreement, been known by or used any other legal name. Each Borrower agrees that it will not, without not less than 15 days' prior written notification to Agent (or such shorter period as Agent may agree), change its legal name.

Section 7.15. Credit Guidelines TC "Section 7.15. Credit Guidelines" \f C \l "2" . Each Borrower represents and warrants that it shall not make any changes in its credit guidelines (a copy of which has been furnished by Borrowers to Agent and Lenders on the Closing Date) that are materially adverse to the interests of the Lenders hereunder without Agent's prior written consent which Agent may withhold in its Permitted Discretion. Borrowers' credit guidelines shall state in reasonable detail the credit criteria used by Borrowers in determining the creditworthiness of Contract Debtors with regard to the Contracts originated by Borrowers and/or originated by third parties, as appropriate.

Section 7.16. Subsidiaries TC "Section 7.16. Subsidiaries" \f C \l "2" . As of the Closing Date, Schedule 7.16 is a correct and complete list of the names and relationship to each Borrower of each and all of Borrowers' Subsidiaries and such Schedule sets forth each Borrower's direct and indirect equity interest in each Subsidiary. As of the Closing Date, the outstanding shares of each such Subsidiary owned directly or indirectly by each Borrower are duly authorized, validly issued, fully paid and nonassessable.

Section 7.17. No Default TC "Section 7.17. No Default" \f C \l "2" . Neither Borrowers nor any of their Subsidiaries are in default with respect to material agreement to which such Borrower or any such Subsidiary is a party or by which it is bound (excluding Permitted Facilities or other agreements evidencing Debt), which default could reasonably be expected to have a Material Adverse Effect.

Section 7.18. Use of Proceeds TC "Section 7.18. Use of Proceeds" \f C \l "2" . (a) None of the transactions contemplated in this Agreement (including the use of the proceeds of the Revolving Loans) will violate or result in the violation of Section 7 of the Securities Exchange Act of 1934, as amended, or any regulations issued pursuant thereto, including, without limitation, Regulations T, U and X of the Federal Reserve Board. No Borrower owns or intends to carry or purchase any "margin stock" within the meaning of said Regulation U. None of the proceeds of the loans will be used, directly or indirectly, by any Borrower or any of its Subsidiaries to purchase or carry any "security" within the meaning of the Securities Exchange Act of 1934, as amended.

(b) Each Borrower shall not, and shall ensure that each of its Subsidiaries shall not, directly or indirectly, use (or knowingly permit any other member of the Borrowing Group to use) any of the Advances to fund, finance or facilitate any activities, business or transactions: (i) that are prohibited by Sanctions, (ii) that would be prohibited by Sanctions if conducted by a Person, or (iii) that would be prohibited by Sanctions if conducted by Agent, or any other party hereto.

(c) Each Borrower shall not, and shall ensure that its Subsidiaries shall not, directly or indirectly, use (or knowingly permit any other member of the Borrowing Group to use) any of the Advances to fund, finance or facilitate any activities, business or transactions that would be prohibited by Anti-Money Laundering Laws or Anti-Corruption Laws.

(d) Borrowers shall not fund any repayment of the Obligations with proceeds, or provide as collateral to secure the Obligations any property, that is known to Borrowers to have been derived, directly or indirectly, from any transaction or activity that is prohibited by Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws, or that could otherwise reasonably be expected to cause Agent to be in violation of Sanctions, Anti-Money Laundering Laws or Anti-Corruption Laws.

Section 7.19. Bank Accounts TC "Section 7.19. Bank Accounts" \f C \l "2" . Schedule 7.19 sets forth, as of the Closing Date (and as of the date when updated pursuant to Section 9.1(d)(vi) hereof), a complete and accurate list of (a) the name of each Person with which each Borrower or any of its Subsidiaries has a deposit account, cash management account, safekeeping or custodial account, lock box, vault and deposit box; and (b) the purpose of each such account, box or vault. Other than as set forth in Schedule 7.19, as of the Closing Date (and as of the date when updated pursuant to Section 9.1(d)(vi) hereof), neither Borrowers nor any of their Subsidiaries maintain any account or other arrangement with any Person pursuant to which funds or securities of, or monies, checks, instruments, remittances, proceeds or other payments to such Borrower or such Subsidiary may be received or accepted by such Person for or on behalf of such Borrower or such Subsidiary.

Section 7.20. Proper Contract Documentation TC "Section 7.20. Proper Contract Documentation" \f C \l "2" . Upon the reasonable request of Agent, not less than ten days after the date on which any new Contracts are tendered to Agent for inclusion in the Collateral (or within 30 days after a Contract becomes a Reconveyed Contract (other than a Permitted Facility Reconveyed Contract), if such Contract continues to be such a Reconveyed Contract at such time), Borrowers shall have:

(a) other than with respect to contracts in electronic form, properly and effectively endorsed or collaterally assigned, as appropriate, to Agent, the Contracts and other Collateral and the documents underlying or securing each of such Contracts; and

(b) other than with respect to contracts in electronic form, stamped or otherwise included on the Contracts, Security Documents, and all other Instruments constituting Collateral the following words:

“This document is subject to a security interest in favor of Bank of Montreal, as Agent.”

; *provided*, that Contracts, Security Documents, and Instruments constituting Collateral and generated by Borrowers prior to the Closing Date may instead be stamped with or otherwise include the following words:

“This document is subject to a security interest in favor of Wells Fargo Bank, National Association, as Agent.”

Each of Agent and the Lenders authorize Borrowers or their agents or assigns to cancel, supersede or otherwise modify any such legend or stamp upon (a) a Permitted Transfer to a Special Purpose Subsidiary in connection with a Permitted Facility and (b) a Permitted Charged Off Contracts Sale made in accordance with Section 4.6, as the case may be.

Section 7.21. Credit File TC "Section 7.21. Credit File" \f C \l "2" . With respect to each Contract, Borrowers shall maintain a credit file for each Contract Debtor, containing financial information reflecting the creditworthiness of each Contract Debtor.

Section 7.22. Assignments of Contracts and Security Documents TC "Section 7.22. Assignments of Contracts and Security Documents" \f C \l "2" . Upon the request of Agent during a Dominion Period (as defined in the Intercreditor Agreement), during the existence of an Event of Default, or on any date when Hypothetical Availability is less than or equal to 5% of the Credit Facility Exposure, Borrowers shall execute and deliver to Agent formal written collateral assignments of all new Contracts (other than, for the avoidance of doubt, any Permitted Facility Contracts) and any related Security Documents securing the same on a monthly basis, and all such other documents as may be reasonably requested by Agent in connection therewith, which assignments may be consummated as master assignment agreements with respect to multiple Contracts and Security Documents or a series of Contracts and Security Documents.

Section 7.23. Pledging of Contracts TC "Section 7.23. Pledging of Contracts" \f C \l "2" . Borrowers shall not sell, assign, pledge, transfer or in any manner encumber to any Person, other than Agent, a Contract or any other Collateral, except for (a) Permitted Liens, (b) as may be permitted pursuant to Section 8.18, (c) transfers between Borrowers, (d) subject to a Bank Originator Program, and (e) sales permitted by Section 4.6. In addition, Regional and its Subsidiaries shall not sell, assign, pledge, or in any manner encumber to any Person, other than Agent, the stock of RMC Reinsurance.

Section 7.24. Accurate Records Regarding Collateral TC "Section 7.24. Accurate Records Regarding Collateral" \f C \l "2" . Borrowers shall maintain accurate and complete files relating to the Contracts and other Collateral.

Section 7.25. Sanctions; Anti-Money Laundering and Anti-Corruption Laws TC "Section 7.25. Sanctions; Anti-Money Laundering and Anti-Corruption Laws" \f C \l "2" .

(a) *Sanctions.* (i) No Borrower or Subsidiary of a Borrower or, to the knowledge of any Borrower, any other member of the Borrowing Group is a Sanctioned Target; and (ii) to Borrowers' knowledge, no member of the Borrowing Group is under investigation for an alleged violation of Sanction(s) by a Governmental Authority that enforces Sanctions.

(b) *Anti-Money Laundering and Anti-Corruption Laws.* To Borrowers' knowledge, no member of the Borrowing Group is under investigation for an alleged violation of Anti-Money Laundering Laws or Anti-Corruption Laws by a Governmental Authority that enforces such laws. Each Borrower and its Subsidiaries has instituted, maintains and complies with policies, procedures and controls reasonably designed to ensure compliance with Anti-Money Laundering Laws and Anti-Corruption Laws, including, policies, procedures and controls required under Anti-Money Laundering Laws and Anti-Corruption Laws applicable to Borrowers and their Subsidiaries.

Section 7.26. ERISA TC "Section 7.26. ERISA" \f C \l "2" . No Borrower or any of its ERISA Affiliates maintains or sponsors, or has an obligation to contribute to a Pension Plan or is a participating employer in, or has an obligation to contribute to, a Multiemployer Plan. Borrowers represent and warrant as of the Closing Date that Borrowers are not and will not be using "plan assets" (within the meaning of 29 CFR § 2510.3-101, as modified by Section 3(42) of ERISA) of one or more Benefit Plans in connection with the Revolving Loans, the Letters of Credit or the Commitments.

Section 7.27. Labor Relations TC "Section 7.27. Labor Relations" \f C \l "2" . No Borrower or Subsidiary is party to or bound by any collective bargaining agreement. There are no material grievances, disputes or controversies with any union or other organization of any Borrower's or Subsidiary's employees, or, to any Borrower's knowledge, any asserted or threatened strikes, work stoppages or demands for collective bargaining which could reasonably be expected to have a Material Adverse Effect.

Section 7.28. Regulatory Events TC "Section 7.28. Regulatory Events" \f C \l "2" . Borrowers shall notify Agent (in each case, to the extent permitted by applicable laws and regulations) within three (3) Business Days (or such longer period as Agent shall agree) after (a) any material enforcement action (it being agreed, for the avoidance of doubt, that any remediation required by any Governmental Authority in connection with state contract audits in the ordinary course of business does not constitute a material enforcement action), material inquiry (other than ordinary course information requests), or material investigation instituted or, to Borrower's or any Subsidiary's knowledge, threatened, against Borrower or any of its Subsidiaries, servicer of Borrowers' portfolios of Contracts, or Borrowers' or servicers' respective Affiliates by any Governmental Authority, including without limitation any proceeding or action to be commenced

by the filing of a stipulation and consent, (b) receipt by Borrower or any of its Subsidiaries, servicer of Borrowers' portfolios of Contracts, or Borrowers' or servicers' respective Affiliates of an "Early Warning Notice," "Notice and Opportunity to Respond and Advise", "Civil Investigative Demand", or request for information from the Consumer Financial Protection Bureau or similar notice or request from any other Governmental Authority and (c) without duplication, the occurrence of any Regulatory Event and/or Bank Originator Regulatory Event.

SECTION EIGHT - FINANCIAL AND OTHER COVENANTS TC "SECTION EIGHT - FINANCIAL AND OTHER COVENANTS" \f C \L "1"

Each Borrower covenants that until the Obligations are Paid in Full:

Section 8.1. Payment of Taxes and Claims TC "Section 8.1. Payment of Taxes and Claims" \f C \l "2" . Each Borrower shall pay, before they become delinquent, all federal and state income taxes and all other material taxes, assessments and governmental charges imposed upon it or its property or the Collateral and all claims or demands which, if unpaid, might result in the creation of a Lien upon its property or the Collateral, in each case except for taxes, assessments and other governmental charges with respect to which (a) the validity thereof is being contested in good faith by proper proceedings which stay the enforcement of any Lien resulting from non-payment thereof, (b) adequate reserves in accordance with GAAP have been set aside for the payment thereof, and (c) the maximum amount in controversy, individually or in the aggregate, does not exceed \$10,000,000.

Section 8.2. Maintenance of Properties and Existence TC "Section 8.2. Maintenance of Properties and Existence" \f C \l "2" . Each Borrower shall:

(a) maintain insurance with respect to its properties and business against such casualties and contingencies of such types and in such amounts as is customary with companies of similar size and in the same or similar business as Borrowers (*provided* that, if real estate secures any Obligations, flood hazard diligence, documentation and insurance for such real estate shall comply with all Flood Laws or shall otherwise be satisfactory to all Lenders);

(b) keep true books, records, and accounts of all its business transactions with complete entries made to permit the preparation of financial statements in accordance with GAAP;

(c) keep in full force and effect its corporate existence, rights, and franchises, as the case may be except as otherwise permitted under this Agreement or the other Loan Documents or as could not reasonably be expected to have a Material Adverse Effect; and

(d) not violate any laws, ordinances, or governmental rules or regulations to which it is subject which violation could reasonably be expected to have a Material Adverse Effect, so that all Contracts will be valid, binding and legally enforceable in accordance with their terms, subsequent to the assignment thereof to Agent.

Section 8.3. Guaranties TC "Section 8.3. Guaranties" \f C \l "2" . Each Borrower shall not become or be liable in respect of any guaranty except (a) by endorsement, in the ordinary course of business, of negotiable instruments for deposit or collection issued in the ordinary course of such Borrower's business, (b) for guaranties in respect of Debt permitted by Section 8.6, (c) for guaranties incurred in the ordinary course of business with respect to surety and appeal bonds, performance bonds and other similar obligations, and (d) for guaranties with respect to leases.

Section 8.4. Financial Covenants TC "Section 8.4. Financial Covenants" \f C \l "2" .

(a) *Consolidated Interest Coverage Ratio*. As of the last day of each fiscal quarter, Regional Management shall maintain an Interest Coverage Ratio of not less than 1.50:1.0.

(b) *Consolidated Funded Debt to Consolidated Tangible Net Worth Covenant*. As of the last day of each calendar month, Regional Management shall not permit the ratio, for Regional Management, of Consolidated Funded Debt to Consolidated Tangible Net Worth to exceed 6.0:1.0.

(c) *Asset Quality*. As of the last day of each calendar month, Borrowers shall have Asset Quality of no more than 21%.

Section 8.5. Business Conducted TC "Section 8.5. Business Conducted" \f C \l "2" . No Borrower shall engage, directly or indirectly, in any line of business other than the businesses of substantially the type in which such Borrower is engaged on the Closing Date and businesses reasonably related thereto.

Section 8.6. Debt TC "Section 8.6. Debt" \f C \l "2" . (a) Except as expressly consented to in writing by Agent, no Borrower shall, directly or indirectly, permit, incur or maintain any Debt, other than Permitted Debt.

(b) No Borrower shall (i) make any payments in respect of any Subordinated Debt, except that Borrowers may make any regularly scheduled payments of principal and interest due under such Borrower's Subordinated Debt so long as no Default or Event of Default then exists or would result therefrom and such payments are made in accordance with the terms and conditions of any subordination agreement among the holder or holders of such Subordinated Debt, Agent and/or Lenders or the subordination provisions set forth in such Subordinated Debt documents, (ii) amend, modify or rescind any provisions of any of Borrower's Subordinated Debt in such a manner as to affect adversely Agent's Liens on the Collateral or the prior position of the Obligations, or Agent's Liens, or accelerate the date upon which any installment of principal and interest of any such Subordinated Debt is due or make the covenants and obligations of Borrowers contained in such Subordinated Debt documents materially more restrictive than those set forth in the Loan Documents as of the date of such amendment or modification, or (iii) permit the prepayment or redemption of all or any part of any Subordinated Debt, except (x) with respect to Subordinated Debt in connection with a Permitted Refinancing as permitted by clause (x) of the Permitted Debt definition, and (y) in connection with a prepayment or redemption of other Subordinated Debt from time to time so long as such payments are made in accordance with the terms and conditions

of any subordination agreement among the holder or holders of such Subordinated Debt, Agent and/or Lenders or the subordination provisions set forth in such Subordinated Debt documents.

Section 8.7. Further Assurances TC "Section 8.7. Further Assurances" \f C \l "2" . Each Borrower shall from time to time execute and deliver to Agent such other documents and shall take such other action as may be reasonably requested by Agent in order to implement or effectuate the provisions of, or more fully perfect the rights granted or intended to be granted by each Borrower to Agent and Lenders pursuant to the terms of, this Agreement, the Notes, or any other Loan Document. Without limiting the generality of the foregoing, promptly following any request therefor, provide information and documentation reasonably requested by Agent or any Lender for purposes of compliance with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the U.S. PATRIOT Act and the Beneficial Ownership Regulation.

Section 8.8. Future Subsidiaries TC "Section 8.8. Future Subsidiaries" \f C \l "2" . Regional shall promptly notify Agent (for distribution to the Lenders) upon any Person becoming a Subsidiary and, on or before the earliest to occur of the date such Subsidiary either commences operations or originates its first Contract, shall cause such Person to become a Borrower hereunder or to guaranty the Obligations in a manner reasonably satisfactory to Agent, and to execute and deliver such documents, instruments and agreements and to take such other actions as Agent shall require to evidence and perfect a Lien in favor of Agent (on behalf of the Lenders) on all assets (other than Excluded Property) of such Person, including (a) delivery of such legal opinions, in form and substance reasonably satisfactory to Agent, as it shall deem appropriate, (b) (i) upon the request of any Lender made prior to the applicable joinder, Borrowers shall have provided to such Lender, and such Lender shall be reasonably satisfied with, the documentation and other information so requested in connection with applicable "know your customer" and anti-money-laundering rules and regulations, including, without limitation, the U.S. PATRIOT Act, in each case at least 3 Business Days prior to the date of such joinder; and (ii) at least 10 days prior to the date of such joinder (or such shorter period as Agent may agree), any Borrower (including any entity to be joined as a Borrower) that qualifies as a "legal entity customer" under the Beneficial Ownership Regulation shall deliver, to each Lender that so requests, a Beneficial Ownership Certification in relation to such Borrower, and (c) execution and delivery of any amendments or supplements to the Loan Documents (and any additional documents), including any schedules or other attachments thereto, reasonably necessary for such Person be joined as a Borrowers or, as applicable, Guarantors under the Loan Documents (including, upon Agent's request from time to time, a joinder to the Intercreditor Agreement), in each case in form and substance required by Agent in its Permitted Discretion (and Agent is hereby authorized on behalf of the Lenders to enter into such documents and accept the same on behalf of the Lenders); *provided, however*, that the foregoing provisions shall not apply with respect to a Subsidiary that is a Special Purpose Subsidiary formed to consummate a Permitted Facility pursuant to Section 8.18 (and such Special Purpose Subsidiary shall not be required to be a Borrower or Guarantor under the Loan Documents), but Regional shall nonetheless promptly notify Agent upon any such Person becoming a Subsidiary.

Section 8.9. Sanctions; Anti-Money Laundering and Anti-Corruption Laws TC "Section 8.9. Sanctions; Anti-Money Laundering and Anti-Corruption Laws" \f C \l "2" . Each Borrower

shall, and each Borrower shall ensure that each of its Subsidiaries will, comply (and will not knowingly take any action to cause any other member of the Borrowing Group to fail to comply) with Sanctions, Anti-Money Laundering Laws, and Anti-Corruption Laws.

Section 8.10. Loss Reserve TC "Section 8.10. Loss Reserve" \f C \l "2" . (a) Borrowers shall maintain all loss reserves required by GAAP and in the amounts required by GAAP (including, in each case, any applicable current expected credit loss standards, as applicable to Borrowers) and in the amounts pursuant to the recommendation of the independent certified public accountant auditing Borrowers' financial statements; *provided* that, notwithstanding anything in the Loan Documents to the contrary, the failure to maintain an aggregate loss reserve pursuant to this clause (a) shall not constitute a Default or an Event of Default, but shall only impact the calculation described in Section 8.10(c) in accordance with the terms thereof.

(b) Agent may require Borrowers to increase the amount of the loss reserve and aggregate loss reserves above the foregoing required minimums to an amount determined by Agent, in its Permitted Discretion, to adequately reflect Borrowers' anticipated losses.

(c) To the extent that the loss reserves required under subsection (a) hereof are inadequate to cover Borrower's losses with respect to the Contracts reserved against, the amount(s) of such shortfall(s) (adjusted for tax purposes using Borrowers' then current tax rate but only as to subsection (i) below) shall be deducted from (i) Consolidated Tangible Net Worth for purposes of the calculations set forth in Section 8.4(b) and (ii) Adjusted Net Income for purposes of calculating the Interest Coverage Ratio in Section 8.4(a), to the extent such shortfall(s) was not previously deducted in the prior quarter's Interest Coverage Ratio test (i.e., the quarterly change in the calculation).

Section 8.11. Charge-Off Policy TC "Section 8.11. Charge-Off Policy" \f C \l "2" . Borrowers (and, solely with respect to Contracts subject to a Bank Originator Program, the applicable Bank Originator or the Borrowers) shall establish and implement, in a manner reasonably satisfactory to Agent, a policy for charging off the unpaid balance of its delinquent Contracts (it being acknowledged and agreed that Borrowers' policy as in effect on the Closing Date is satisfactory to Agent).

Section 8.12. Prohibition on Distributions; Payment of Certain Debt; Equity Capital Changes TC "Section 8.12. Prohibition on Distributions; Payment of Certain Debt; Equity Capital Changes" \f C \l "2" . Borrowers shall not, without Agent's prior written consent, directly or indirectly:

(a) make any Distribution, except for:

(i) Distributions by a Subsidiary of a Borrower to such Borrower or by a Borrower to another Borrower;

(ii) Distributions used to pay employees', officers' (if any) and managing members' compensation, fees and expenses, including but not limited to (1) policy premiums related to officers liability insurance, and (2) payments under

any employment agreement or non-competition agreement, to the extent such fees, expenses and payments relate to the ordinary course of business of Regional, the other Borrowers and their Subsidiaries;

(iii) to the extent constituting a Distribution, issuances of stock options and other equity interests to directors, officers and employees pursuant to any Management Incentive Plan then in effect;

(iv) to the extent constituting a Distribution, (x) so long as no Event of Default exists or would immediately result therefrom, cash payments made in connection with such Management Incentive Plan and repurchases of stock options and other equity interests of directors, officers and employees pursuant to a Management Incentive Plan then in effect so long as such Distribution would otherwise be permitted under clause (v) below, and (y) during the existence of an Event of Default, cash payments made in connection with such Management Incentive Plan and repurchases of stock options and other equity interests of directors, officers and employees pursuant to a Management Incentive Plan then in effect in an aggregate amount, in the case of this clause (iv)(y), not to exceed \$1,000,000 in any fiscal quarter;

(v) Distributions from Regional to its shareholders, including repurchases of outstanding equity interests on the applicable market exchange so long as (x) no Event of Default exists or would immediately result therefrom, (y) immediately before or immediately after giving effect to such Distribution, Borrowers are in compliance with the financial covenants contained in Section 8.4 and (z) immediately before or immediately after giving effect to such Distribution, Hypothetical Availability is 10% or less of the Credit Facility Exposure;

(b) make any change in its capital equity structure which would cause any Borrower or Guarantor to fail to be a wholly-owned direct Subsidiary of Regional (or of a Borrower that is a wholly-owned direct Subsidiary of Regional); *provided* that this clause (b) shall not be deemed to prohibit any transaction permitted by Section 8.19; or

(c) make any payments (whether voluntary or mandatory) to effect a repurchase, reassignment, reallocation and/or distribution of any Contracts subject to a Permitted Facility, in each case, other than pursuant to a Permitted Transfer.

Section 8.13. Limitation on Bulk Purchases TC "Section 8.13. Limitation on Bulk Purchases" \f C \l "2" . Without Agent's prior approval, Borrowers shall not make any Bulk Purchase, (a) during any period of time when Hypothetical Availability is less than or equal 15% of the Credit Facility Exposure or (b) that, on a pro forma basis, after giving effect to the contemplated Bulk Purchase, would result in Hypothetical Availability being less than or equal to 15% of the Credit Facility Exposure. Without limiting the foregoing, Contracts purchased as a result of a Bulk Purchase in compliance with this Section: (x) with an aggregate purchase price that is less than \$25,000,000, are to be considered immediately eligible in the calculation of Availability, (y) with an aggregate purchase price that is equal to or greater than \$25,000,000 but

equal to or less than \$50,000,000, are to be considered eligible in the calculation of Availability only after Agent provides written consent that such Contracts be considered eligible in the calculation of Availability, and (z) with an aggregate purchase price that is greater than \$50,000,000, are to be considered eligible in the calculation of Availability only after Agent provides written confirmation that Required Lenders have consented to such Contracts being considered eligible in the calculation of Availability, in each case provided such Contracts otherwise satisfy the other requirements necessary to be included in the calculation of Availability.

Section 8.14. Transactions with Affiliates TC "Section 8.14. Transactions with Affiliates" \f C \l "2" . Except as permitted by this Agreement, or the other Loan Documents, no Borrower shall sell, transfer, distribute, or pay any money or property to any Affiliate of such Borrower (except for transactions (a) among Borrowers or among Borrowers and Guarantors, and (b) in the ordinary course of business upon fair and reasonable terms no less favorable than would be obtained in a comparable arm's-length transaction with a non-Affiliate), or lend or advance money or property to any Affiliate of such Borrower, or invest in (by capital contribution or otherwise), or purchase or repurchase any stock or Debt, or any property, of any Affiliate of such Borrower or become liable on any guaranty of the Debt, dividends, or other obligation of any Affiliate of such Borrower. Notwithstanding the foregoing, (a) Borrowers (or any Subsidiary of any Borrower) may make loans and advances to, and sell, transfer, distribute and pay any money and property to, and invest in, and become liable on any guaranty of any Permitted Debt of, Borrowers, (b) Borrowers may make loans to RMC Reinsurance; provided the unpaid principal balance of such loans do not, in the aggregate, exceed at any one time outstanding \$10,000,000, (c) Borrowers may make (i) a deemed advance or deemed capital contribution to a Special Purpose Subsidiary and may enter into agreements (e.g. sub-servicing) with other Borrowers in connection with any Permitted Facility permitted pursuant to Section 8.18 hereunder, (ii) Permitted Transfers pursuant to a Permitted Facility, and (iii) transactions permitted by Section 8.12(c), (d) Distributions permitted by Section 8.12 shall be permitted in accordance with the terms thereof, (e) the transactions contemplated by Section 8.18 (including Permitted Transfers) and Section 8.19 shall be permitted in accordance with the terms thereof, (f) Regional may issue stock options pursuant to the Management Incentive Plan, and, *provided* that no Event of Default exists or would immediately result therefrom, may purchase and repurchase any stock issued pursuant to such Management Incentive Plan in accordance with Section 8.12, and (g) in addition to the foregoing, Regional may invest up to \$500,000 in the aggregate at any time outstanding, in Subsidiaries (including in any Special Purpose Subsidiary prior to its entry into a Permitted Facility), including Subsidiaries that are not Special Purpose Subsidiaries and have been formed but which have not been required to be joined as Borrowers pursuant to Section 8.8. Upon Agent's reasonable request from time to time, Borrowers shall deliver to Agent information describing any Affiliate transactions of Borrowers. For the avoidance of doubt, the payment of customary directors fees or employee compensation arrangements shall not be subject to this Section 8.14.

Section 8.15. Accounting Changes TC "Section 8.15. Accounting Changes" \f C \l "2" . No Borrower shall (a) make any significant change in accounting treatment or reporting practices, except as permitted or required by GAAP, or (b) change its Fiscal Year.

Section 8.16. Bank Accounts and Collection Account; Dominion TC "Section 8.16. Bank Accounts and Collection Account; Dominion" \f C \l "2" . No Borrower shall (a)

establish any deposit account, cash management account, safekeeping or custodial account or similar account or any lock box or vault or other arrangement with any Person, without the prior written consent of Agent, which consent shall not be unreasonably withheld, conditioned or delayed, (b) receive or accept any monies, checks, instruments, remittances, proceeds or other payments, including proceeds of Contracts, in any account other than the Collection Accounts, an account listed in Schedule 7.19 or a new account opened in accordance with this Section 8.16 or (c) commingle proceeds of Collateral with funds from any other source except as contemplated by the Intercreditor Agreement and the Security Agreement; *provided, however*, that, with respect to any such account, unless Agent notifies Borrower Agent to the contrary prior to opening any such account, Agent consent under clause (a) hereof shall not be required if such Borrower is in compliance with Section 5.2(a) with respect to such account. Except as otherwise agreed to by Agent, Borrowers shall maintain the Collection Accounts at all times at Depository Bank. Subject to the terms of the Intercreditor Agreement, during the continuance of an Event of Default, a Dominion Period (as defined in the Intercreditor Agreement) or on any date when Hypothetical Availability is less than or equal to 5% of the Credit Facility Exposure, Agent shall have the right to notify the bank identified in any Collection Account Agreement to terminate Borrowers' right to withdraw any funds from the Collection Accounts identified therein and only Agent shall thereafter have a right to withdraw any funds from the Collection Accounts. Agent shall rescind such notice and reinstate such Borrower's right to withdraw funds from the Collection Accounts if no Event of Default, Dominion Period is in effect (or, as applicable, Hypothetical Availability is greater than 5% of the Credit Facility Exposure) for a period of 60 consecutive days, to the extent not inconsistent with the Intercreditor Agreement.

Section 8.17. Plans TC "Section 8.17. Plans" \f C \l "2" . No Borrower or, except as would not reasonably be expected to result in a Material Adverse Effect, ERISA Affiliate, shall become a party to any Multiemployer Plan or Foreign Plan.

Section 8.18. Securitizations; Warehouse Facilities TC "Section 8.18. Securitizations; Warehouse Facilities" \f C \l "2" .

(a) *Permitted Facilities and Transfers.* (i) Borrowers may consummate one or more Permitted Facilities from time to time, so long as (A) such Permitted Facility is consummated pursuant to documents and terms that do not contravene any terms, covenants or provisions of this Agreement; (B) Borrowers have provided to Agent on or prior to the closing of the related Permitted Facility certified true copies of all material documents consummating such Permitted Facility; (C) such Permitted Facility is subject to the Intercreditor Agreement and each Permitted Facility Agent, as applicable, shall have joined the Intercreditor Agreement, the applicable Special Purpose Subsidiary shall have acknowledged such Intercreditor Agreement, and Borrowers shall have provided to Agent an opinion of Borrowers' counsel regarding the enforceability of the Intercreditor Agreement and any joinders thereto; (D) such Permitted Facility shall not involve any recourse to the selling Borrower(s) or any other Borrowers or any of their Subsidiaries, other than a Special Purpose Subsidiary, for any reason other than (I) repurchases, reassignments, reallocations or substitutions of receivables and related assets solely as a result of a breach by such selling Borrower(s) or Regional in its capacity as servicer, of a representation, warranty or covenant (provided such representation, warranty or covenant is within industry standards) with respect thereto, (II) retention of credit risk required by applicable laws of the United States

(including Regulation RR), by the laws of the European Union (including the EU Securitization Regulation) and by the laws of the United Kingdom (including the UK Securitization Framework), in each case in no greater amount than required by such laws, (III) liabilities and disclosure and reporting obligations under applicable federal and state securities laws, including Regulation AB, including, but not limited to, liabilities for customary indemnification obligations set forth under the applicable documents, and (IV) transaction obligations within industry standards and customary liabilities, including but not limited to, the payment of certain indemnification obligations, fees and expenses of the transaction parties under the applicable documents; (E) no Event of Default shall exist at the time of, and, on a pro forma basis, no Default or Event of Default shall result from, exist or continue as a result of the transfer of property from Borrowers in connection with such Permitted Facility, (F) Borrowers and/or the applicable Special Purpose Subsidiary pay solely out of the proceeds of such Permitted Facility, certain expenses incurred in connection with the consummation thereof (including without limitation, legal and other third party fees and expenses); (G) the applicable Special Purpose Subsidiary joins the Security Agreement to the extent such Special Purpose Subsidiary is not already a party as an obligor under the identified Permitted Facility; (H) any sale, transfer, retransfer, assignment, reassignment, allocation, reallocation, substitution, contribution and/or distribution of property in connection with any such Permitted Facility shall be a Permitted Transfer, and (I) (1) solely in connection with the direct sale or transfer of Contracts by one or more Borrowers into a Permitted Facility, with respect such Contracts, each of the following conditions are satisfied: (A) no Event of Default shall exist at the time of, and, on a pro forma basis, no Default or Event of Default shall result from, exist or continue as a result of such transaction, (B) on a pro forma basis, prior to, or as a result of such transaction, Hypothetical Availability shall be no less than 5% of the Credit Facility Exposure, and Agent shall have received, not less than three (3) Business Days (or such shorter period as Agent may agree) prior to such transaction, a Borrowing Base Certificate demonstrating such Hypothetical Availability as of the immediately preceding Business Day, (C) net proceeds of any such transaction shall be applied pursuant to Section 8.18(c) and (D) such Borrower complies with the provisions of Section 8.18(b) in respect of Release Requests of Agent in connection with any such transaction and in respect of any joinders to the Intercreditor Agreement and the Security Agreement, *provided* that, for the avoidance of doubt, subclauses (A)-(D) shall only apply solely to the initial sale or transfer of Contracts released from the Collateral subject to this Agreement, and shall not apply to any other subsequent Permitted Transfers and/or Permitted Facilities and (2) in connection with the initial closing of a Permitted Facility, (A) Borrowers shall have provided Agent and the Electronic Vault Provider with not less than five (5) Business Days' (or such shorter period as Agent may agree) prior written notice to such transaction and (B) Agent shall have received, not less than three (3) Business Days (or such shorter period as Agent may agree) prior to such transaction, (i) a report from Borrowers demonstrating that the Collateral after such transaction will show no material change from the portfolio existing immediately prior to such transaction (other than as a result of reducing the denominator in any applicable financial covenants in Section 8.4) in aging trends, weighted average remaining term, weighted average loan-to-value, weighted average coupon, and weighted average FICO Score or VantageScore, (ii) a certification that with respect to the Contracts subject to such transaction, that no adverse selection procedures were used to select such Contracts (except as is necessary to comply with normal and customary eligibility criteria for Permitted Facilities involving collateral similar to the Contracts), and (iii) such other information as may be reasonably requested by Agent in connection therewith.

Except for Permitted Facilities permitted by this Section 8.18(a)(i), Borrowers shall not consummate any Securitization or Warehouse Facility.

(ii) For purposes of hereof, a “Permitted Transfer” shall include the following (so long as in connection with a Permitted Facility):

(A) the sale, transfer, assignment, allocation, substitution, and/or contribution of Permitted Facility Contracts or Contracts, either directly or indirectly, by (i) a Borrower to another Borrower or a Special Purpose Subsidiary, or (ii) a Special Purpose Subsidiary to another Special Purpose Subsidiary or a Borrower, in each case pursuant to the terms of the Permitted Facility Documents;

(B) the sale, retransfer, reassignment, reallocation, substitution and/or distribution of Permitted Facility Contracts or Contracts, either directly or indirectly, by either (i) a Special Purpose Subsidiary to another Special Purpose Subsidiary or a Borrower, or (ii) a Borrower to another Borrower or a Special Purpose Subsidiary, in each case pursuant to the terms of the Permitted Facility Documents, including but not limited to in connection with a repurchase or substitution of any receivable solely as a result of a breach by such transferor Special Purpose Subsidiary or such transferor Borrower (or Regional in its capacity as servicer) of a representation, warranty or covenant with respect thereto under a Permitted Facility Document, or the exercise of any other optional, mandatory or permitted repurchase, reassignment, substitution or prepayment right permitted pursuant to the terms of the related Permitted Facility Documents, *provided* that in connection with any voluntary repurchase of any defaulted receivables (other than pursuant to a transaction described in clauses (D), (F) or (G) below) by a Borrower from a Permitted Facility (x) the purchase price by such Borrower for such Contract is the fair market value of such Contract as determined in good faith by such Borrower, and (y) no Specified Event of Default has occurred and is continuing;

(C) the sale, retransfer, reassignment, reallocation, substitution and/or distribution of Permitted Facility Contracts or Contracts, either directly or indirectly, by either (i) a Special Purpose Subsidiary to another Special Purpose Subsidiary or a Borrower, or (ii) a Borrower to another Borrower or a Special Purpose Subsidiary, in each case pursuant to the terms of the Permitted Facility Documents in connection with the transfer of Permitted Facility Contracts from one Permitted Facility to another Permitted Facility;

(D) the sale of charged-off Permitted Facility Contracts or Contracts by a Borrower or a Special Purpose Subsidiary to a third-party either pursuant to the terms of the related Permitted Facility Document, or in the case of a Borrower, pursuant to Section 4.6(b) of this Agreement;

(E) the acquisition or purchase of any equity interest or beneficial ownership interest in any Special Purpose Subsidiary by (i) a Borrower from another Borrower or a Special Purpose Subsidiary, or (ii) a Special Purpose Subsidiary from another Special

Purpose Subsidiary or a Borrower, in each case pursuant to the terms of the Permitted Facility Documents;

(F) the sale, retransfer, reassignment, reallocation, substitution and/or distribution of Permitted Facility Contracts or Contracts by one or more Borrowers or one or more Special Purpose Subsidiaries to one or more Borrowers or one or more Special Purpose Subsidiaries in connection with the voluntary repayment in full and termination of a Permitted Facility prior to its stated maturity or as a result of the exercise of an optional clean-up call pursuant to the terms of the Permitted Facility Documents; and

(G) the sale, retransfer, reassignment, reallocation, substitution and/or distribution of Permitted Facility Contracts or Contracts by one or more Borrowers or one or more Special Purpose Subsidiaries to one or more Borrowers or one or more Special Purpose Subsidiaries in connection with the redemption, retirement, defeasance or acquisition of any securities issued in connection with a Permitted Facility pursuant to the related Permitted Facility Documents.

(b) *Releases and Joinders.* Borrowers may, from time to time, request a Release Request to Agent in order to effectuate a transfer of Collateral in connection with a Permitted Facility permitted by Section 8.18(a). Agent agrees to approve and effectuate such Release Request within three (3) Business Days after Agent's receipt thereof and authorize the filing of the UCC-3 Termination Statement with respect to the specific Collateral being transferred so long as such transfer is consummated pursuant to a Permitted Facility entered into in accordance with Section 8.18(a). Each Release Request delivered by Borrowers shall be deemed a representation and warranty by Borrowers to Agent that the transfer contemplated thereby is a Permitted Transfer relating to a Permitted Facility permitted under Section 8.18(a). Agent agrees to cooperate with Borrowers in providing any joinders, in form and substance reasonably satisfactory to Agent, to the Intercreditor Agreement and Security Agreement contemplated thereby in connection with a Permitted Facility. For the avoidance of doubt, Agent and the Lenders agree and acknowledge that once Collateral has been released pursuant to a Release Request in connection with a Permitted Facility, such Collateral is effectively released (but without limiting Agent's Lien in any Reconveyed Contracts that are not Permitted Facility Reconveyed Contracts or related Collateral) and Borrowers do not need to request and obtain a separate Release Request from Agent in connection with a subsequent transfer of such Collateral to another Permitted Facility. Upon such release, Agent shall, within a reasonable period of time, return the original Contract(s) and original Security Documents in its possession, if any, being released.

(c) *Ongoing Covenants.* Any net proceeds of a Permitted Transfer of Contracts into a Permitted Facility received by Borrowers from time to time shall (i) in the case of a Warehouse Facility, first be promptly applied to reduce the existing indebtedness under this Agreement, or (ii) in the case of a Securitization, first be promptly applied to reduce the existing indebtedness under any related Warehouse Facility, to the extent such net proceeds were received as a result of assets being transferred from a Warehouse Facility substantially concurrently with the receipt of such net proceeds, and second any remaining net proceeds shall be promptly applied to reduce the existing indebtedness under this Agreement. Borrowers shall not amend or modify any Permitted Facility in a manner that would contravene any terms, covenants or provisions of this Agreement or in any

manner which would cause such Securitization or Warehouse Facility to no longer be permitted under Section 8.18(a), unless acceptable to Agent in its sole but reasonable discretion.

Section 8.19. Mergers, Consolidations or Acquisitions TC "Section 8.19. Mergers, Consolidations or Acquisitions" \f C \l "2" . Borrower shall not, and shall not permit any of its Subsidiaries to, (i) consummate any transaction of merger, statutory division, reorganization, or consolidation without Agent's written approval, *provided* that any Borrower or Guarantor may merge with and into any other Borrower or a Guarantor so long as, if a Borrower is a party to any such transaction, a Borrower is the surviving entity, or (ii) transfer, sell, assign, lease, or otherwise dispose of all or substantially all of its Property (other than to a Borrower), or (iii) wind up, liquidate or dissolve, or agree to do any of the foregoing (other than with respect to Special Purpose Subsidiaries (including through the filing of a certificate of cancellation with respect to any Special Purpose Subsidiary)). Any proposed Acquisition (other than a Permitted Acquisition or a transaction permitted by the immediately preceding sentence) requires Required Lenders' approval. Notwithstanding the foregoing, Borrowers may, with the consent of Agent, (i) effect the dissolution of Upstate Motor Company or any other immaterial Subsidiary and (ii) subject to Section 8.13, make Bulk Purchases.

Section 8.20. Use of Loan Proceeds TC "Section 8.20. Use of Loan Proceeds" \f C \l "2" . Borrowers shall use the proceeds of the Revolving Loans advanced hereunder on or after the Closing Date, first, to pay all fees and other expenses of Agent and/or any Lender in connection with the closing of this Agreement, and in accordance with the terms hereof and the terms of the Fee Letters, and, second, for working capital and general corporate purposes (including consummating Permitted Acquisitions). Borrowers shall not, directly or indirectly, use any Letter of Credit or Revolving Loan proceeds, or use, lend, contribute or otherwise make available any Letter of Credit or Loan proceeds to any Subsidiary, joint venture partner or other Person, (a) to fund any activities of or business with any Person, or in any Designated Jurisdiction that, at the time of issuance of the Letter of Credit or funding of the Loan, is the target of any Sanction; or (b) in any manner that would result in a violation of a Sanction by any Person (including any Lender or other individual or entity participating in any transaction).

Section 8.21. Forms of Contracts TC "Section 8.21. Forms of Contracts" \f C \l "2" . Upon Agent's request from time to time in its Permitted Discretion, Borrowers shall engage outside legal counsel reasonably acceptable to Agent (at Borrowers' sole cost and expense) to undertake a review of Contract documentation of Borrowers and provide Agent within sixty (60) days after each such request (or such longer period as Agent shall agree in its sole discretion) with an opinion that is reasonably acceptable to Agent in all material respects from such outside legal counsel with respect to the compliance with applicable law of such Contract documentation.

Section 8.22. Amendments to Bank Originator Program Documents; Transfer of Title TC "Section 8.22. Amendments to Bank Originator Program Documents" \f C \l "2" . Without the prior written consent of Agent (which consent shall not be unreasonably withheld, conditioned or delayed), the Borrowers and their Affiliates will not materially amend, modify, waive or terminate any provision of the Bank Originator Program Documents in a manner adverse to the Agent. Within five (5) Business Days of the end of each fiscal quarter of Regional, the Borrowers shall provide the Agent with written notice of any changes or modifications to any Bank Originator

Program Documents that occurred during such fiscal quarter and that did not require the consent of the Agent.

SECTION NINE - INFORMATION AS TO BORROWER TC "SECTION NINE - INFORMATION AS TO BORROWER" \f C \L "1"

Section 9.1. Financial Statements/Collateral Reporting TC "Section 9.1. Financial Statements/Collateral Reporting" \f C \L "2" . Borrowers shall submit to Agent (for distribution to the Lenders):

(a) *Monthly, Quarterly and Annual Statements.* As soon as practicable:

(i) *Monthly.* After the end of each month of each fiscal year of Regional, and in any event within 30 days after the end of such period, (A) balance sheets and (B) statements of income of Regional and its Subsidiaries, prepared on a consolidating basis including Special Purpose Subsidiary; together with:

(A) a Compliance Certificate executed by the treasurer or chief financial officer of Borrower Agent; and

(B) a monthly report of (A) distributions declared from all Special Purpose Subsidiaries to Regional and (B) share repurchases and distributions made by Regional, each in form and content reasonably satisfactory to Agent and consistent with Regional's past practices.

(ii) *Quarterly.* After the end of each fiscal quarter of Regional, and in any event within 90 days after the end of such period, (A) balance sheets and (B) statements of income of Regional and its Subsidiaries, prepared on a consolidated basis including a Special Purpose Subsidiary; together with:

(A) statements of cash flows of Regional and its Subsidiaries, for each such fiscal quarter, prepared on a consolidated basis including a Special Purpose Subsidiary and on a consolidating basis excluding a Special Purpose Subsidiary;

(B) statements of changes in stockholders equity of Regional and its Subsidiaries for each such fiscal quarter, prepared on a consolidated basis including a Special Purpose Subsidiary and on a consolidating basis excluding a Special Purpose Subsidiary;

(C) statements of material changes of accounting policies, presentations, or principles made during such fiscal quarter for Regional and its Subsidiaries;

(D) notes to such quarterly financial statements; and

(E) a Compliance Certificate executed by the treasurer or chief financial officer of Borrower Agent.

(iii) *Annual*. After the end of each fiscal year of Regional, and in any event within 120 days thereafter, (A) balance sheets and (B) statements of income of Regional and its Subsidiaries, prepared on a consolidated basis including a Special Purpose Subsidiary; together with:

(A) statements of cash flows of Regional and its Subsidiaries, for each such fiscal year, prepared on a consolidated basis including a Special Purpose Subsidiary and on a consolidating basis excluding a Special Purpose Subsidiary;

(B) statements of changes in stockholders equity of Regional and its Subsidiaries for each such fiscal year, prepared on a consolidated basis including a Special Purpose Subsidiary and on a consolidating basis excluding a Special Purpose Subsidiary;

(C) statements of material changes of accounting policies, presentations, or principles made during such year for Regional and its Subsidiaries;

(D) notes to such annual financial statements; and

(E) a Compliance Certificate executed by the treasurer or chief financial officer of Borrower Agent.

Monthly statements, quarterly statements and annual statements shall all be in reasonable detail, fairly presenting the financial position and the results of operations, and certified as complete and correct in all material respects, subject to change as resulting from year-end adjustments, by the treasurer or chief financial officer of Borrower Agent. Annual statements of Regional and its Subsidiaries shall be audited and prepared in accordance with GAAP and shall be accompanied by a report thereon unqualified as to scope by an independent nationally recognized certified accounting firm selected by Regional and reasonably satisfactory to Agent.

(b) *Audit Reports*. Promptly upon receipt thereof, one copy of each audit report, if any, submitted to any and all Borrowers by independent public accountants in connection with any annual, interim, or special audit or examination made by them of the books of such Borrower.

(c) *Notice of Default or Event of Default*. Within three (3) Business Days (or such longer period as Agent may agree) after becoming aware of the existence of any Default or Event of Default (other than under Section 10.1(p)), a written notice (which may be delivered pursuant to email) specifying the nature of such Default or Event of Default.

(d) *Monthly Reports and Additional Reports Re Collateral.*

(i) Within 20 days after the end of each calendar month during the term of this Agreement, a Collateral and Loan Status Report (the "*Borrowing Base Certificate*"), in substantially the form attached hereto as Exhibit F (or in such other form approved by Agent), which will include information for such month regarding delinquencies, charge-offs, and cash collections for each of Contracts owned by Borrowers and Permitted Facility Contracts;

(ii) within 20 days after the end of each calendar month during the term of this Agreement, month-end trial balances (separately listing all active accounts in the form of a monthly electronic portfolio data report) for such month, and the servicer report for such month delivered under each Warehouse Facility and each Securitization, in form and content reasonably satisfactory to Agent;

(iii) within 45 days after the end of each fiscal quarter during the term of this Agreement, static pool reports by product type as of such fiscal quarter end in form and content reasonably satisfactory to Agent;

(iv) within 20 days after the end of each calendar month during the term of this Agreement; copies of monthly reports (and such other reports as reasonably requested from time to time by Agent) relating to Permitted Facility Contracts that are required under a Permitted Facility and simultaneously with the delivery of such reports required under a Permitted Facility;

(v) together with delivery of financial statements pursuant to Section 9.1(a)(ii) above for any fiscal quarter, an update to Schedule 4.4 listing of the branch locations of Borrowers opened during such fiscal month and any other locations of Borrowers opened during such fiscal month that are required to be listed on Schedule 4.4 (in each case, to the extent the same has not been delivered to Agent prior to such time);

(vi) together with delivery of financial statements pursuant to Section 9.1(a)(ii) above for any fiscal quarter, an update to Schedule 7.19 setting forth all collection accounts opened or otherwise acquired by Borrowers during such fiscal quarter (to the extent such an update has not been delivered to Agent prior to such time);

(vii) within 20 days after the end of each calendar month during the term of this Agreement, a report of Renewal Loans relating to Renewal Loan Replacements transferred during such calendar month; and

(viii) any other reports regarding the Collateral and Permitted Facility Contracts as Agent may request in its Permitted Discretion at any time and from time to time;

provided, however, that (x) Borrowers may elect to deliver Borrowing Base Certificates (together with the other information required by this Section 9.1(d)) more frequently than monthly, so long as (I) Borrowers provide Agent with at least 5 Business Days (or such shorter period as Agent may agree) prior written notice of such election; and (II) if requested by Agent, Borrowers continue the frequency of reporting that was elected by Borrowers in such notice for not less than 90 consecutive days after the date such reporting commenced (and a failure to do so shall constitute a breach of this Section 9.1(d)) (or such shorter time period as agreed to by Agent in its Permitted Discretion); and (y) upon and during the continuance of an Event of Default, Agent may require that Borrowers provide daily or weekly Borrowing Base Certificates. To the extent Borrowers have elected or are required pursuant to this Section 9.1(d) to deliver Borrowing Base Certificates on a weekly basis, Borrowers shall deliver such weekly Borrowing Base Certificates to Agent by Wednesday of each week (or such later day as Agent shall agree in its sole discretion) prepared as of the close of business on Friday of the previous week.

(e) *Notices.* Borrowers shall notify Agent within three (3) Business Days after: (i) the occurrence of a “servicer default” or “event of default” (or terms comparable thereto) under any Securitization or Warehouse Facility; or (ii) any demand or request to repurchase, redeem or retire any notes, securities or Permitted Facility Contracts relating to a Permitted Facility with a payment obligation in excess of \$1,000,000. Borrowers shall give Agent prompt notice of any material modifications to the financial or economic terms of the Warehouse Facility.

(f) *Requested Information.* With reasonable promptness, such other information as, from time to time, may be reasonably requested by Agent or any Lender (including such information concerning the Contracts and Contract Debtors).

Section 9.2. Inspection TC "Section 9.2. Inspection" \f C \l "2" . Borrowers shall permit Agent and its representatives to make such verifications and inspections of the Collateral and to make audits and inspections, at any time during normal business hours of such Borrower and as frequently as Agent reasonably desires upon reasonable advance notice to such Borrower, of Borrowers’ books, accounts, records, correspondence and such other papers as it may desire and of Borrowers’ premises and the Collateral. Borrowers shall supply Agent with copies and shall permit Agent to copy such records and papers as Agent shall request, and shall permit Agent to discuss Borrowers’ affairs, finances, and accounts with Borrowers’ employees, officers, and independent public accountants (and by this provision each Borrower hereby authorizes said accountants to discuss with Agent the finances and affairs of such Borrower) all at such reasonable times and as often as may be reasonably requested. Borrowers further agree to supply Agent with such other reasonable information relating to the Collateral and to Borrowers as Agent shall request. In the event of litigation between any Borrower and Agent, Agent’s right of civil discovery shall be in addition to, and not in lieu of its rights under this Section 9.2. Each Lender shall have the right, at its own expense, to accompany Agent on any such audit or inspection. No Availability calculation shall include Collateral acquired in a Permitted Acquisition or otherwise outside the ordinary course of business until completion of all applicable field examinations or audits and appraisals (which costs shall not be included in the limits provided above) satisfactory to Agent in its Permitted Discretion.

SECTION TEN - EVENTS OF DEFAULT; REMEDIES TC "SECTION TEN - EVENTS OF DEFAULT; REMEDIES" \f C \L "1"

Section 10.1. Events of Default TC "Section 10.1. Events of Default" \f C \L "2" . An “Event of Default” shall occur under this Agreement upon the occurrence of any of the following events or conditions:

(a) *Interest or Principal.* Failure by Borrowers to pay (i) when due and payable, all or any portion of the principal of Obligations (other than with respect to Bank Product Obligations) owing to Agent or any Lender under this Agreement and the other Loan Documents or (ii) within three (3) Business Days after the same shall become due and payable, all or any portion of any other Obligations;

(b) *Warranties or Representations.* Any warranty, representation, or other statement made or furnished to Agent or any Lender by any Borrower or any Guarantor or any instrument furnished in compliance with this Agreement shall have been false or misleading in any material respect when made or furnished;

(c) *Financial Covenants.* Failure by any Borrower or any Guarantor to comply with any financial covenant set forth in Section 8.4;

(d) *Other Covenants.* Failure by any Borrower or any Guarantor to comply with any other covenants or agreements relating to any Borrower or any Guarantor as contained in this Agreement, any Guaranty, or any other agreement executed in connection herewith or therewith (including any Collection Account Agreement but excluding in respect of any Bank Products) for more than 30 days (to the extent such failure can be cured and such Borrower or Guarantor, as applicable, is actively pursuing such cure in good faith but otherwise immediately) after such failure shall first become known to any Borrower or to any Guarantor, or failure by any Borrower to comply with any covenant or agreement relating to such Borrower as contained in any agreement with respect to Bank Products beyond the applicable grace or cure period, if any, applicable thereto;

(e) *Insolvency.* The commencement of an Insolvency Proceeding by or against any Borrower or Guarantor or their assets and, if instituted against any Borrower or any Guarantor, are consented to or are not dismissed within 60 days after such commencement, or an order for relief is entered in an such Insolvency Proceeding, or the making by any Borrower or any Guarantor of any offer of settlement, extension or composition to its unsecured creditors generally;

(f) *Attachment, Judgment, Tax Liens.* The issuance or filing against any Borrower or any Guarantor of any lien, attachment, injunction, execution or judgment for the payment of money in excess of \$10,000,000 which is not vacated, satisfied or discharged in full or stayed within 30 days after issuance or filing;

(g) *Default in Other Agreements.* Default in the payment of any sum due under any instrument of Debt for borrowed money (other than the Loan Documents and any

Permitted Facility Documents) in excess of \$15,000,000 owed by any Borrower or any Guarantor to any Person or any other material default under such instrument of Debt which permits such Debt to become due prior to its stated maturity; *provided, however*, no Event of Default shall result hereunder if such Borrower or Guarantor cures any such default (in accordance with the cure provisions of such other agreement) or if the Person to whom such Debt is owed waives such default;

(h) *Loss of License*. The loss, revocation, or failure by Borrowers to renew any license, permit, and/or franchise now held or hereafter acquired by any Borrower, which is necessary for the continued operation of such Borrower's business which does or could reasonably be expected to have a Material Adverse Effect;

(i) *Liens*. If any Borrower shall pledge, hypothecate or otherwise give a Lien on the Collateral, any Contract or the stock of RMC Reinsurance to, or if such Lien shall be obtained by, any Person other than Agent other than Permitted Liens;

(j) *[Reserved]*.

(k) *Change in Control*. Any Change in Control shall occur;

(l) *Guaranty Termination*. Written revocation or termination of any Guaranty, other than as a result of a Guarantor ceasing its existence in connection with a transaction permitted by Section 8.19;

(m) *Anti-Terrorism; Criminal Indictments*. (i) Any Borrower, any Guarantor or any Subsidiary of a Borrower or Guarantor is subject to any criminal indictment or proceeding which could reasonably be expected to result in a Material Adverse Effect; or (ii) any Borrower, any Guarantor or any Subsidiary of a Borrower or Guarantor fails to comply with any anti-terrorism or money laundering laws, including the U.S. PATRIOT Act;

(n) *ERISA Event*. An ERISA Event has occurred that would reasonably be expected to result in liability to Borrowers or Guarantors of more than \$10,000,000;

(o) *Regulatory Event*. The occurrence of a Level Two Regulatory Event which (A) remains unvacated, undischarged, unbounded or unstayed by appeal or otherwise for a period of 60 days from the date of its entry and (B) is reasonably likely to have a Material Adverse Effect; or

(p) *Events of Default; Servicer Defaults*. There has occurred a "servicer default" or "event of default" (or terms comparable thereto) under any Permitted Facility that is continuing beyond any applicable cure period and which (i) constitutes a payment default, (ii) results in the Debt thereunder becoming due and payable prior to its stated maturity or (iii) remains continuing for more than 30 days (or such longer period as Agent may agree) after the occurrence thereof without a waiver.

Section 10.2. *Default Remedies* TC "Section 10.2. *Default Remedies*" \f C \l "2" .

(a) *Acceleration of Obligations; Right to Dispose of Collateral.* Upon the occurrence and during the continuance of an Event of Default as provided in Section 10.1 above, all of the Obligations (except Bank Product Obligations as to which all applicable notice and cure periods shall have to have elapsed) due from Borrowers to Agent and Lenders, at the option of Agent (or at the direction of the Majority Lenders), and upon written notice thereof to Borrowers by Agent or any Lender, shall accelerate and become at once due and payable and the Commitments shall immediately terminate; Borrowers shall forthwith pay to Agent, in addition to any and all sums and charges due, the entire principal of and accrued interest on the Notes and all other Obligations; *provided, however*, that upon the occurrence of any Event of Default described in Section 10.1(e), the Commitments shall automatically and immediately terminate and all Obligations shall automatically become immediately due and payable without notice or demand of any kind. Agent thereupon shall have all the rights and remedies of a secured party under the Code and all other legal and equitable rights to which it may be entitled, and Agent may and shall, at the direction of the Majority Lenders, take such action as is required under Section 12.5 hereof. If not previously delivered to Agent, Agent shall also have the right to require Borrowers to assemble the Collateral, at Borrowers' expense, and make it available to Agent at a place designated by Agent, and Agent shall have the right to take immediate possession of the Collateral and may enter any of the premises of Borrowers or wherever the Collateral shall be located, with or without force or process of law, and to keep and store the same on said premises until sold and if said premises are the property of Borrowers, Borrowers agree not to charge Agent for storage thereof for a period of at least ninety (90) days after the sale or disposition of the Collateral. Borrowers waive the right to require the filing of any undertaking or bond to obtain any such process of law. Ten (10) days' notice to Borrowers of any public or private sale or other disposition of Collateral shall be reasonable notice thereof and such sale shall be at such location(s) as Agent shall designate in said notice. Agent may sell and deliver any Collateral at public or private sales, for cash, upon credit or otherwise, at such prices and upon such terms as the Majority Lenders deem advisable, in their discretion, and may, if Agent deems it reasonable, postpone or adjourn any sale of the Collateral by an announcement at the time and place of sale or of such postponed or adjourned sale without giving a new notice of sale. Agent and each Lender shall have the right to bid at such sale on its own behalf. Out of proceeds arising from any such sale, Agent shall retain all costs and charges, including attorneys' fees for pursuing, reclaiming, taking, keeping, storing, and advertising such Collateral for sale, selling and any and all other charges and expenses in connection therewith. Any balance shall be applied upon the Obligations of Borrowers to Agent and Lenders; and in the event of deficiency, Borrowers shall remain liable to Agent and Lenders. In the event of any surplus, such surplus shall be paid to the party entitled by law to same. In no event shall proceeds obtained from one or more Borrowers or Guarantors be applied to its Excluded Swap Obligations.

Upon the occurrence and during the continuance of an Event of Default, Agent may, upon prior notice to Borrowers, from time to time, attempt to sell all or any part of the Collateral by a private placement restricting the bidder and prospective purchasers. In so doing, Agent may solicit offers to buy the Collateral, or any part of it, for cash, from a limited number of purchasers deemed by Agent, in its reasonable judgment, to be responsible parties who might be interested in purchasing the Collateral, and if Agent solicits such offers from not less than three such purchasers

then the acceptance by Agent of the highest offer obtained therefrom shall be deemed to be a commercially reasonable method of disposition of such Collateral.

(b) *Application of Collateral; Termination of Agreements.* Upon the occurrence and during the continuance of an Event of Default, Agent may (and shall, at the direction of Majority Lenders) also, with or without proceeding with such sale or foreclosure or demanding payment of the Obligations, without notice, terminate further performance under this Agreement or any other Loan Document, without further liability or obligation by Agent or any Lender, and may also, at any time, appropriate and apply on any Obligations any and all Collateral in the possession of Agent or any Lender, and any and all balances, credits, deposits, accounts, reserves, indebtedness, or other monies due or owing to Borrowers or held by Agent or any Lender hereunder or otherwise, whether accrued or not; and Agent and Lenders shall not, in any manner, be liable to Borrowers for any failure to make or continue to make any Revolving Loans or Advances under this Agreement. Neither such termination, nor the termination of this Agreement by lapse of time, the giving of notice, or otherwise shall absolve, release, or otherwise affect the liability of Borrowers in respect of transactions had prior to such termination, nor affect any of the Liens, security interests, rights, powers and remedies of Agent or any Lender, but they shall, in all events, continue until all Obligations of Borrowers to Agent and Lenders have been Paid in Full.

(c) *Remedies Cumulative.* All undertakings of Borrowers contained in this Agreement, or in any documents referred to herein concurrently, or hereafter entered into, shall be deemed cumulative. The failure or delay of Agent or any Lender to exercise or enforce any rights or remedies under this Agreement or under any of the aforesaid agreements or Collateral shall not operate as a waiver of such rights and remedies, but all such rights and remedies shall continue in full force and effect until Payment in Full of all Revolving Loans and Advances and all other Obligations owing or to become owing from Borrowers to Agent and Lenders, and all rights and remedies herein provided for are cumulative and none are exclusive.

(d) *Collection Account Access.* Upon the occurrence and during the continuance of an Event of Default (and subject to Section 5.2(a) hereof), upon the occurrence and during the continuance of a Dominion Period (as defined in the Intercreditor Agreement) or on any date when Hypothetical Availability is less than or equal to 5% of the Credit Facility Exposure, Agent may (and shall, at the direction of Majority Lenders) notify the bank identified in any Collection Account Agreement to terminate Borrowers' right to withdraw any funds from the Collection Accounts identified therein.

(e) *Level Two Regulatory Event.* So long as a Level Two Regulatory Event is continuing, Agent shall have the right to immediately substitute a third party acceptable to Agent as servicer or asset manager of Borrowers' respective or collective portfolios of Contracts, and upon and after such substitution, such replacement servicer shall be entitled to receive a commercially reasonable fee for such services; *provided* that upon the satisfactory cure, in the Required Lenders' discretion, of such Event of Default, Regional shall be reinstated as such servicer or asset manager as promptly as practicable.

Section 10.3. Collateral for Letters of Credit TC "Section 10.2. Default Remedies" \f C \l "2" . (a) If the prepayment of the amount available for drawing under any or all outstanding

Letters of Credit is required under Section 2.16(b), Section 2.5, Section 10, Borrowers shall forthwith pay the amount required to be so prepaid, to be held by Agent (or its agent) as provided in subsection (b) below.

(b) All amounts prepaid pursuant to subsection (a) above shall be held by Agent (or its agent) in one or more separate collateral accounts (each such account, and the credit balances, properties, and any investments from time to time held therein, and any substitutions for such account, any certificate of deposit or other instrument evidencing any of the foregoing and all proceeds of and earnings on any of the foregoing being collectively called the "*Collateral Account*") as security for, and for application by Agent (to the extent available) to the reimbursement of any payment under any Letter of Credit then or thereafter made by the L/C Issuer, and to the payment of the unpaid balance of all other Obligations. The Collateral Account shall be held in the name of and subject to the exclusive dominion and control of Agent (or its agent) for the benefit of Agent and the Lenders. If and when requested by Borrowers, Agent may (but shall not be obligated to) invest funds held in the Collateral Account from time to time in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or Canada with a remaining maturity of one year or less, *provided* that Agent is irrevocably authorized to sell or direct the sale of investments held in the Collateral Account when and as required to make payments out of the Collateral Account for application to amounts due and owing from Borrowers to Agent or the Lenders; *provided, however*, that (i) if Borrowers shall have made payment of all obligations referred to in subsection (a) above, if any, at the request of Borrowers Agent shall release to Borrowers amounts held in the Collateral Account so long as at the time of the release and after giving effect thereto no Default or Event of Default exists, and (ii) if Borrowers shall have made payment of all obligations referred to in subsection (a) above required under Section 10 hereof, so long as no Commitments, Letters of Credit, Loans or other Obligations remain outstanding, at the request of Borrowers Agent shall release to Borrowers any remaining amounts held in the Collateral Account.

SECTION ELEVEN - AMENDMENTS; WAIVERS; PARTICIPATIONS; ASSIGNMENTS; SUCCESSORS TC "SECTION ELEVEN - AMENDMENTS; WAIVERS; PARTICIPATIONS; ASSIGNMENTS; SUCCESSORS" \f C \L "1"

Section 11.1. Amendments and Waivers TC "Section 11.1. Amendments and Waivers" \f C \L "2" . No amendment or waiver of any provision of this Agreement, and no consent with respect to any departure by Borrowers therefrom, shall be effective unless the same shall be in writing and signed by Majority Lenders (or by Agent at the written request of Majority Lenders) and Borrowers, and then any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given; *provided, however*, that no such waiver, amendment, or consent shall, unless in writing and signed by (i) all the Lenders (or the affected Lender in the case of clause (c) below), Borrowers and Agent, or (ii) by Agent (at the written request of all the Lenders (or the affected Lender in the case of clause (c) below)) and Borrowers, do any of the following (in each case excluding, except with respect to the following clauses (a), (c), (d) and (e), Defaulting Lenders):

- (a) extend the Maturity Date of this Agreement;

(b) increase the Commitment of any Lender such that the Total Credit Facility after such increase is greater than \$420,000,000;

(c) increase the Commitment of any Lender without such Lender's consent;

(d) postpone or delay any date fixed by this Agreement or any other Loan Document for any payment of principal, interest, fees or other amounts due to the Lenders (or any of them) hereunder or under any other Loan Document (other than any election not to impose the Default Rate or to withdraw the imposition of the Default Rate);

(e) reduce the principal of, or the rate of interest specified herein on any Revolving Loan, or any fees or other amounts payable hereunder or under any other Loan Document (other than with respect to interest accruing at the Default Rate);

(f) change the percentage of the Commitments or of the aggregate unpaid principal amount of the Revolving Loans which is required for the Lenders or any of them to take any action hereunder;

(g) amend the definitions of "Advance Rate", "Availability", "Eligible Contracts", "Excess Availability" or "Principal Balance";

(h) amend this Section 11.1 or any provision of this Agreement providing for consent or other action by all Lenders, Required Lenders or Majority Lenders;

(i) release Collateral other than as permitted by Section 12.10 or release any Guarantor (except to the extent otherwise permitted by Section 13.21);

(j) subordinate, or have the effect of subordinating, the Obligations hereunder or the Liens granted in connection therewith to any other Debt or other obligation, except with respect to any Permitted Lien;

(k) amend the definitions of "Majority Lenders", "Required Lenders", "Warehouse Facility", or "Securitization" or amend Section 8.18(a) or (b);

(l) approve a Change in Control; or

(m) modify Section 2.4 hereof.

Notwithstanding the foregoing, (i) Agent may, in its discretion and notwithstanding the limitations contained in clauses (b) and (g) above and any other terms of this Agreement, make Agent Advances in accordance with the provisions of Section 2.2(i) in an amount not to exceed five percent (5%) of the Availability and (ii) if real estate secures any Obligations, no modification of a Loan Document shall add, increase, renew or extend any Obligations until the completion of flood diligence and documentation as required by all Flood Laws or as otherwise satisfactory to all Lenders.

It is understood and agreed that no amendment, waiver or consent shall, unless in writing and signed by Agent, affect the rights or duties of Agent under this Agreement or any other Loan Document. Further, notwithstanding anything to the contrary contained herein, if following the Closing Date, Agent and Borrowers shall have jointly identified an obvious error or any error or omission of a technical or immaterial nature, in each case, in any provision of the Loan Documents, then Agent and Borrowers shall be permitted to amend such provision and such amendment shall become effective without any further action or consent of any other party to any Loan Documents if the same is not objected to in writing by the Required Lenders within five (5) Business Days following receipt of notice thereof.

Section 11.2. Assignments; Participations TC "Section 11.2. Assignments; Participations" \f C \l "2" . (a) Any Lender may, with the prior written consent of Agent (which consent shall not be unreasonably withheld) and, so long as no Event of Default has occurred and is continuing, prior written consent of Borrowers, assign and delegate to one or more Eligible Assignees (*provided* that no consent of Agent or any Borrower shall be required in connection with any assignment and delegation by a Lender to an Affiliate of such Lender and no consent of any Borrower shall be required in connection with any assignment and delegation by a Lender to another Lender) (each an "*Assignee*") all, or any ratable part of all, of the Revolving Loans, the Commitments and the other rights and obligations of such Lender hereunder, in a minimum amount of \$5,000,000 (*provided* that, unless an assignor Lender has assigned and delegated all of its Revolving Loans and Commitments, no such assignment and/or delegation shall be permitted unless, after giving effect thereto, such assignor Lender retains a Commitment in a minimum amount of \$5,000,000); *provided, however*, that Borrowers and Agent may continue to deal solely and directly with such Lender in connection with the interest so assigned to an Assignee until (i) written notice of such assignment, together with payment instructions, addresses and related information with respect to the Assignee, shall have been given to Borrowers and Agent by such Lender and the Assignee; (ii) such Lender and its Assignee shall have delivered to Borrowers and Agent an Assignment and Acceptance in the form of Exhibit B ("*Assignment and Acceptance*"), together with any Note or Notes subject to such assignment; and (iii) the assignor Lender or Assignee has paid to Agent a processing fee in the amount of \$3,000.

(b) From and after the date that Agent notifies the assignor Lender that it has received an executed Assignment and Acceptance and payment of the above-referenced processing fee, (i) the Assignee thereunder shall be a party hereto and, to the extent that rights and obligations, including, but not limited to, the obligation to participate in Letters of Credit and related credit support have been assigned to it pursuant to such Assignment and Acceptance, shall have the rights and obligations of a Lender under the Loan Documents, and (ii) the assignor Lender shall, to the extent that rights and obligations hereunder and under the other Loan Documents have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(c) By executing and delivering an Assignment and Acceptance, the assigning Lender thereunder and the Assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning

Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other Loan Document furnished pursuant hereto or the attachment, perfection, or priority of any Lien granted by Borrowers to Agent or any Lender in the Collateral; (ii) such assigning Lender makes no representation or warranty and assumes no responsibility with respect to the financial condition of Borrowers or the performance or observance by Borrowers of any of their obligations under this Agreement or any other Loan Document furnished pursuant hereto; (iii) such Assignee confirms that it has received a copy of this Agreement, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iv) such Assignee will, independently and without reliance upon Agent, such assigning Lender or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (v) such Assignee appoints and authorizes Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to Agent by the terms hereof, together with such powers, including the discretionary rights and incidental power, as are reasonably incidental thereto; (vi) such Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender; and (vii) such Assignee is an Eligible Assignee and not a Person to whom Obligations may not be assigned pursuant to clause (i) below.

(d) Agent, acting for this purpose as an agent of Borrowers, shall maintain at one of its offices a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount (and stated interest) of the Loans and L/C Obligations owing to, each Lender pursuant to the terms hereof from time to time (the “*Register*”). The entries in the Register shall be conclusive, and Borrowers, Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by Borrowers and any Lender at any reasonable time and from time to time upon reasonable prior notice.

(e) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an Assignee, the Assignee’s completed administrative questionnaire (unless the Assignee shall already be a Lender hereunder), the processing fee referred to in subsection (a) of this section and any written consent to such assignment required by subsection (a) of this section, Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this section.

(f) Immediately upon satisfaction of the requirements of Section 11.2(a), this Agreement shall be deemed to be amended to the extent, but only to the extent, necessary to reflect the addition of the Assignee and the resulting adjustment of the Commitments arising therefrom. The Commitment allocated to each Assignee shall reduce such Commitments of the assigning Lender *pro tanto*.

(g) Any Lender may at any time sell to one or more Participants participating interests in any Revolving Loans, the Commitment of that Lender and the other interests of that Lender (the "*originating Lender*") hereunder and under the other Loan Documents; *provided, however*, that (i) the originating Lender's obligations under this Agreement shall remain unchanged, (ii) the originating Lender shall remain solely responsible for the performance of such obligations, (iii) Borrowers and Agent shall continue to deal solely and directly with the originating Lender in connection with the originating Lender's rights and obligations under this Agreement and the other Loan Documents, and (iv) no Lender shall transfer or grant any participating interest under which the Participant has rights to approve any amendment to, or any consent or waiver with respect to, this Agreement or any other Loan Document (other than the rights described in Section 11.1 as being rights that are voted on by all Lenders), and all amounts payable by Borrowers hereunder shall be determined as if such Lender had not sold such participation; except that, if amounts outstanding under this Agreement are due and unpaid, or shall have been declared or shall have become due and payable upon the occurrence and during the continuance of an Event of Default, each Participant shall be deemed to have the right of set-off in respect of its participating interest in amounts owing under this Agreement to the same extent and subject to the same limitation as if the amount of its participating interest were owing directly to it as a Lender under this Agreement.

(h) Notwithstanding any other provision in this Agreement, any Lender may at any time create a security interest in, or pledge, all or any portion of its rights under and interest in this Agreement in favor of any Federal Reserve Bank in accordance with Regulation A of the Federal Reserve Board or U.S. Treasury Regulation 31 CFR §203.14, and such Federal Reserve Bank may enforce such pledge or security interest in any manner permitted under applicable law; *provided*, that no such pledge or assignment shall release such Lender from any of its obligations hereunder or substitute such pledgee or assignee for such Lender as a party hereto.

(i) No assignment or participation may be made to a Borrower, Affiliate of a Borrower, Defaulting Lender or natural person. Agent shall have no obligation to determine whether any assignment is permitted under the Loan Documents. Any assignment by a Defaulting Lender must be accompanied by satisfaction of its outstanding obligations under the Loan Documents in a manner satisfactory to Agent, including payment by the Defaulting Lender or Eligible Assignee of an amount sufficient upon distribution (through direct payment, purchases of participations or other methods acceptable to Agent in its discretion) to satisfy all funding and payment liabilities of the Defaulting Lender. If any assignment by a Defaulting Lender (by operation of law or otherwise) does not comply with the foregoing, the assignee shall be deemed a Defaulting Lender for all purposes until compliance occurs.

SECTION TWELVE - AGENT TC "SECTION TWELVE - THE AGENT" \f C \l "1"

Section 12.1. Appointment and Authorization TC "Section 12.1. Appointment and Authorization" \f C \l "2" . Each Lender hereby designates and appoints BMO as its Agent under this Agreement and the other Loan Documents and each Lender hereby irrevocably authorizes Agent to take such action on its behalf under the provisions of this Agreement and each other Loan Document and to exercise such powers and perform such duties as are expressly delegated to it by the terms of this Agreement or any other Loan Document, together with such powers as are reasonably incidental thereto. Agent agrees to act as such on the express conditions contained in

this Section Twelve. The provisions of this Section Twelve are solely for the benefit of Agent and Lenders, and Borrowers shall have no rights as a third party beneficiary of any of the provisions contained herein. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document, Agent shall not have any duties or responsibilities to Lenders, except those expressly set forth herein, nor shall Agent have or be deemed to have any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against Agent. Without limiting the generality of the foregoing sentence, the use of the term “agent” in this Agreement with reference to Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. Except as expressly otherwise provided in this Agreement, Agent shall have and may use its discretion with respect to exercising or refraining from exercising any discretionary rights or taking or refraining from taking any actions which Agent is expressly entitled to take or assert under this Agreement and the other Loan Documents, including (a) the determination of the applicability of ineligibility criteria with respect to the calculation of the Availability, (b) the making of Agent Advances pursuant to Section 2.2(i), and (c) the exercise of remedies pursuant to Section 10.2, and any action so taken or not taken shall be deemed consented to by Lenders. Without limiting Section 11.1, Agent may, and each Lender authorizes Agent to, enter into all Loan Documents to which Agent is intended to be a party and accept all Loan Documents and to enter into amendments, restatements, modifications and supplements to the Loan Documents entered into between Agent and one or more Borrowers or Guarantors from time to time to take any action contemplated or permitted by the terms of this Agreement. Any action taken by Agent in accordance with the provisions of the Loan Documents, and the exercise by Agent of any rights or remedies set forth therein, together with all other powers reasonably incidental thereto, shall be authorized by and binding upon all Lenders. Without limiting the generality of the foregoing, each Lender hereby authorizes each of Collateral Agent and Agent to enter into the Intercreditor Agreement and the Security Agreement (together with any joinders thereto and any amendments, modifications or supplements thereto to make conforming changes to the Loan Documents, resolve any ambiguities in Agent’s discretion and make corrective amendments thereto), and to take all actions contemplated by the Intercreditor Agreement and the Security Agreement.

Section 12.2. Delegation of Duties TC "Section 12.2. Delegation of Duties" \f C \l "2" . Agent may execute any of its duties under this Agreement or any other Loan Document by or through agents, employees or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. Agent shall not be responsible for the negligence or misconduct of any agent or attorney-in-fact that it selects as long as such selection was made without gross negligence or willful misconduct.

Section 12.3. Liability of Agent TC "Section 12.3. Liability of Agent" \f C \l "2" . None of Agent-Related Persons shall (a) be liable for any action taken or omitted to be taken by any of them under or in connection with this Agreement or any other Loan Document or the transactions contemplated hereby (except for its own gross negligence or willful misconduct), or (b) be responsible in any manner to any of the Lenders for any recital, statement, representation or warranty made by Borrowers or any Subsidiary or Affiliate of any Borrower, or any officer thereof,

contained in this Agreement or in any other Loan Document, or in any certificate, report, statement or other document referred to or provided for in, or received by Agent under or in connection with, this Agreement or any other Loan Document, or the validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other Loan Document, or for any failure of Borrowers or any other party to any Loan Document to perform its obligations hereunder or thereunder. No Agent-Related Person shall be under any obligation to any Lender to ascertain or to inquire as to the observance or performance of any of the agreements contained in, or conditions of, this Agreement or any other Loan Document, or to inspect the properties, books or records of any Borrower or any of Borrowers' Subsidiaries or Affiliates.

Section 12.4. Reliance TC "Section 12.4. Reliance" \f C \l "2" . Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, telegram, facsimile, telex or telephone message, statement or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons, and upon advice and statements of legal counsel (including counsel to Borrowers), independent accountants and other experts selected by Agent. Agent shall be fully justified in failing or refusing to take any action under this Agreement or any other Loan Document unless it shall first receive such advice or concurrence of Required Lenders or Majority Lenders, as applicable, as it deems appropriate and, if it so requests, it shall first be indemnified to its satisfaction by all Lenders against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action. Agent shall in all cases be fully protected in acting, or in refraining from acting, under this Agreement or any other Loan Document in accordance with a request or consent of Required Lenders or Majority Lenders, as applicable, (or all Lenders if so required by Section 11.1) and such request and any action taken or failure to act pursuant thereto shall be binding upon all of the Lenders. Each Lender hereby ratifies each action taken by Agent prior to the date hereof. Each Lender acknowledges and agrees that it has, independently and without reliance upon Agent or any other Lenders, and based upon such documents, information and analyses as it has deemed appropriate, made its own credit analysis of each Borrower and Guarantor and its own decision to enter into this Agreement and to fund Revolving Loans and participate in L/C Obligations hereunder. Each Lender has made such inquiries as it feels necessary concerning the Loan Documents, Collateral, Borrowers and Guarantors. Each Lender acknowledges and agrees that the other Lenders and Agent have made no representations or warranties concerning any Borrower, any Guarantor, any Collateral or the legality, validity, sufficiency or enforceability of any Loan Documents or Obligations. Each Lender will, independently and without reliance upon any other Lender or Agent, and based upon such financial statements, documents and information as it deems appropriate at the time, continue to make and rely upon its own credit decisions in making Revolving Loans and participating in L/C Obligations, and in taking or refraining from any action under any Loan Documents. Except for notices, reports and other information expressly requested by a Lender or which are expressly described herein as being delivered to Agent for distribution to the Lenders, Agent shall have no duty or responsibility to provide any Lender with any notices, reports or certificates furnished to Agent by any Borrower or Guarantor, or any credit or other information concerning the affairs, financial condition, business or properties of any Borrower or Guarantor (or any of its Affiliates) which may come into possession of Agent or its Affiliates.

Section 12.5. Notice of Default TC "Section 12.5. Notice of Default" \f C \l "2" . Agent shall not be deemed to have knowledge or notice of the occurrence of any Default or Event of Default, unless Agent shall have received written notice from a Lender or Borrowers referring to this Agreement, describing such Default or Event of Default and stating that such notice is a "notice of default." Agent will notify Lenders of its receipt of any such notice. Upon the written request of any Lender, Agent shall send notice of such Default or Event of Default under this Agreement to Borrowers within ten (10) Business Days, with a copy provided to each of the Lenders, unless such Default is cured within the applicable cure period or such Event of Default is waived. Otherwise, Agent shall take such action with respect to such Default or Event of Default as may be requested by Majority Lenders in accordance with Section 10.2; *provided, however*, that unless and until Agent has received any such request, Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such Default or Event of Default as it shall deem advisable. Agent and each of the Lenders agree to use reasonable good faith efforts to disclose to each other, as soon as practicable after discovery by a senior officer with direct responsibility for the management of the transactions with Borrowers, any information or communication (believed to be reliable and substantially accurate) which the disclosing Lender has reason to believe (a) is not known by Agent or the other Lenders (as applicable) and (b) may have a material and adverse effect upon the business or operations of Borrowers and/or upon the collateral security for the Obligations, and as a result, may impair the repayment of the Obligations as and when due; *provided, however*, that neither Agent nor the other Lenders shall have any liability as a result of its or their failure to disclose any information pursuant to this section, nor shall any Lender assert any such failure by Agent or another Lender as a defense to any claim asserted against a Lender under the provisions of this Agreement.

Section 12.6. Indemnification TC "Section 12.6. Indemnification" \f C \l "2" . Whether or not the transactions contemplated hereby are consummated, Lenders shall indemnify upon demand Agent-Related Persons (to the extent not reimbursed by or on behalf of Borrowers and without limiting the obligation of Borrowers to do so), pro rata, from and against any and all Indemnified Liabilities as such term is defined in Section 13.14 and from and against any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by Agent in connection with any Obligations, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority; *provided, however*, that no Lender shall be liable for the payment to Agent-Related Persons of any portion of such Indemnified Liabilities resulting solely from such Person's gross negligence or willful misconduct. Without limitation of the foregoing, each Lender shall reimburse Agent upon demand for its ratable share of any costs or out-of-pocket expenses (including Attorney Costs) incurred by Agent in connection with the preparation, execution, delivery, administration, modification, amendment or enforcement (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein, to the extent that Agent is not reimbursed for such expenses by or on behalf of Borrowers. The undertaking in this Section 12.6 shall survive the payment of all Obligations hereunder and the resignation or replacement of Agent.

Section 12.7. Agent in Individual Capacity TC "Section 12.7. Agent in Individual Capacity" \f C \l "2" . BMO and its Affiliates may make loans to, issue letters of credit for the

account of, accept deposits from, acquire equity interests in and generally engage in any kind of banking, trust, financial advisory, underwriting or other business with any Borrower and its subsidiaries and Affiliates as though BMO were not Agent hereunder and without notice to or consent of Lenders. Lenders acknowledge that, pursuant to such activities, BMO or its Affiliates may receive information regarding any Borrower or its Affiliates (including information that may be subject to confidentiality obligations in favor of such Borrower or such Affiliate) and acknowledge that Agent and BMO shall be under no obligation to provide such information to them. With respect to its Revolving Loans, BMO shall have the same rights and powers under this Agreement as any other Lender and may exercise the same as though it were not Agent, and the terms "Lender" and "Lenders" include BMO in its individual capacity.

Section 12.8. Successor Agent TC "Section 12.8. Successor Agent" \f C \l "2" . Agent may resign as Agent upon 30 days' notice to Lenders and Borrowers, such resignation to be effective upon the acceptance of a successor agent to its appointment as Agent. In the event BMO and its Affiliates sell all of their Commitment and Obligations as part of a sale, transfer or other disposition by BMO and its Affiliates of substantially all of their loan portfolio, BMO shall resign as Agent. If Agent resigns under this Agreement, Majority Lenders shall appoint from among Lenders a successor agent for Lenders with, in the absence of Specified Event of Default, the prior written consent of Borrowers (not to be unreasonably withheld, conditioned or delayed). If no successor agent is appointed prior to the effective date of the resignation of Agent, Agent may appoint, after consulting with Lenders with, in the absence of a Specified Event of Default, the prior written consent of Borrowers (not to be unreasonably withheld, conditioned or delayed), a successor agent from among Lenders. Upon the acceptance of its appointment as successor agent hereunder, such successor agent shall succeed to all the rights, powers and duties of the retiring Agent and the term "Agent" shall mean such successor agent and the retiring Agent's appointment, powers and duties as Agent shall be terminated. After any retiring Agent's resignation hereunder as Agent, the provisions of this Section Twelve shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

Section 12.9. Withholding Tax TC "Section 12.9. Withholding Tax" \f C \l "2" . Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments made under any Loan Document shall deliver to Borrowers and Agent, at the time or times reasonably requested by Borrowers or Agent, such properly completed and executed documentation reasonably requested by Borrowers or Agent as will permit such payments to be made without withholding or at a reduced rate of withholding. In addition, any Lender, if reasonably requested by Borrowers or Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by Borrowers or Agent that will enable Borrowers or Agent to determine whether such Lender is subject to backup withholding or information reporting requirements. On or before the date on which such Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of Borrowers or Agent), the Lender shall deliver to Borrowers and Agent two duly completed copies of IRS Form W-9, W-8BEN, W-8BEN-E, W-8IMY or W-8ECI, as applicable (or any subsequent replacement or substitute form therefor), together with any attachments or exhibits required by such forms, certifying that such Lender can receive payment of Obligations without deduction or withholding of any United States federal income taxes. Each Lender and Agent agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it

shall update such form or certification or promptly notify Borrowers and Agent in writing of its legal inability to do so. During any period that a Lender does not or is unable to establish that it can receive payments without deduction or withholding of such taxes, other than by a change in treaty or law that occurs after it becomes a Lender, Agent may withhold taxes from payments to such Lender at the applicable statutory and treaty rates, and Borrowers shall not be required to pay any additional amounts under this Section 12.9 or Section 2.11 as a result of such withholding.

If payment of an Obligation to a Lender would be subject to withholding tax imposed by FATCA if such Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the IRS Code), such Lender shall deliver to Borrowers and Agent at the time(s) prescribed by law and otherwise as reasonably requested by Borrowers or Agent such documentation prescribed by applicable law (including Section 1471(b)(3)(C)(i) of the IRS Code) and such additional documentation reasonably requested by Borrowers or Agent as may be necessary for them to comply with their obligations under FATCA and to determine that such Lender has complied with its obligations under FATCA or to determine the amount, if any, to deduct and withhold from such payment. Solely for purposes of this Section 12.9, "FATCA" shall include any amendments made to FATCA after the date hereof.

Section 12.10. Collateral Matters TC "Section 12.10. Collateral Matters" \f C \l "2" . (a) Lenders hereby irrevocably authorize Agent, at its option and in its discretion, to release any Agent's Lien upon any Collateral (i) upon the termination of the Commitments and Payment in Full of the Obligations; (ii) constituting property being sold or disposed of in compliance with this Agreement and so long as Borrowers certify to Agent that the sale or disposition is made in compliance with this Agreement (and Agent may rely conclusively on any such certificate, without further inquiry); (iii) as contemplated by Section 4.6 and Section 8.18; (iv) constituting property in which Borrowers owned no interest at the time the Lien was granted or at any time thereafter; or (v) constituting property leased to Borrowers under a lease which has expired or been terminated in a transaction permitted under this Agreement. Except as provided above or in Section 13.21, Agent will not release any of Agent's Liens without the prior written authorization of Lenders. Upon request by Agent or Borrowers at any time, Lenders will confirm in writing Agent's authority to release any Agent's Liens upon particular types or items of Collateral pursuant to this Section 12.10; it being understood that such confirmation is not a condition to any Lien release otherwise permitted by this clause (a).

(b) If a Lien release is authorized by the foregoing clause (a), upon prior written request by Borrowers, Agent shall (and is hereby irrevocably authorized by Lenders to) promptly thereafter execute such documents as may be necessary to evidence the release of Agent's Liens upon such Collateral (each to be in form and substance acceptable to Agent in its Permitted Discretion); *provided, however*, that (i) Agent shall not be required to execute any such document on terms which, in Agent's opinion, would expose Agent to liability or create any obligation or entail any consequence other than the release of such Liens without recourse or warranty, and (ii) such release shall not in any manner discharge, affect or impair the Obligations or any Liens (other than those expressly being released) upon (or obligations of Borrowers in respect of) all interests retained by Borrowers, including the proceeds of any sale, all of which shall continue to constitute part of the Collateral.

(c) Agent shall have no obligation whatsoever to any of the Lenders to assure that the Collateral exists or is owned by Borrowers or is cared for, protected or insured or has been encumbered, or that Agent's Liens have been properly or sufficiently or lawfully created, perfected, protected or enforced or are entitled to any particular priority, or to exercise at all or in any particular manner or under any duty of care, disclosure or fidelity, or to continue exercising, any of the rights, authorities and powers granted or available to Agent pursuant to any of the Loan Documents, it being understood and agreed that in respect of the Collateral, or any act, omission or event related thereto, Agent may act in any manner it may deem appropriate, in its sole discretion given Agent's own interest in the Collateral in its capacity as one of the Lenders and that Agent shall have no other duty or liability whatsoever to any Lender as to any of the foregoing.

Section 12.11. Restrictions on Actions by Lenders; Sharing of Payments TC "Section 12.11. Restrictions on Actions by Lenders; Sharing of Payments" \f C \l "2" . (a) Each Lender agrees that it shall not, without the express consent of all Lenders, and that it shall, to the extent it is lawfully entitled to do so, upon the request of all Lenders, set off against the Obligations, any amounts owing by such Lender to Borrowers or any accounts of Borrowers now or hereafter maintained with such Lender. Each Lender further agrees that it shall not, unless specifically requested to do so by Agent, take or cause to be taken any action to enforce its rights under this Agreement or against Borrowers, including the commencement of any legal or equitable proceedings, to foreclose any lien on, or otherwise enforce any security interest in, any of the Collateral.

(b) If at any time or times any Lender shall receive (i) by payment, foreclosure, setoff or otherwise, any proceeds of Collateral or any payments with respect to the Obligations of Borrowers to such Lender arising under, or relating to, this Agreement or the other Loan Documents, except for any such proceeds or payments received by such Lender from Agent pursuant to the terms of this Agreement, or (ii) payments from Agent in excess of such Lender's ratable portion of all such distributions by Agent, such Lender shall promptly (1) turn the same over to Agent, in kind, and with such endorsements as may be required to negotiate the same to Agent, or in same day funds, as applicable, for the account of all of the Lenders and for application to the Obligations in accordance with the applicable provisions of this Agreement, or (2) purchase, without recourse or warranty, an undivided interest and participation in the Obligations owed to the other Lenders so that such excess payment received shall be applied ratably as among Lenders in accordance with their Pro Rata Shares; *provided, however*, that if all or part of such excess payment received by the purchasing party is thereafter recovered from it, those purchases of participations shall be rescinded in whole or in part, as applicable, and the applicable portion of the purchase price paid therefor shall be returned to such purchasing party, but without interest except to the extent that such purchasing party is required to pay interest in connection with the recovery of the excess payment.

Section 12.12. Agency for Perfection TC "Section 12.12. Agency for Perfection" \f C \l "2" . Each Lender hereby appoints each other Lender as agent for the purpose of perfecting the Lenders' security interest in assets which, in accordance with Article 9 of the Code, can be perfected only by possession. Should any Lender (other than Agent) obtain possession of any such Collateral, such Lender shall notify Agent thereof, and, promptly upon Agent's request therefor shall deliver such Collateral to Agent or in accordance with Agent's instructions.

Section 12.13. Payments by Agent to Lenders TC "Section 12.13. Payments by Agent to Lenders" \f C \l "2" . All payments to be made by Agent to Lenders shall be made by bank wire transfer or internal transfer of immediately available funds to each Lender pursuant to wire transfer instructions delivered in writing to Agent on or prior to the effectiveness of this Agreement (or if such Lender is an Assignee, on the applicable Assignment and Acceptance), or pursuant to such other wire transfer instructions as each party may designate for itself by written notice to Agent. Concurrently with each such payment, Agent shall identify whether such payment (or any portion thereof) represents principal, premium or interest on the Revolving Loans or otherwise.

Section 12.14. Concerning the Collateral and the Related Loan Documents TC "Section 12.14. Concerning the Collateral and the Related Loan Documents" \f C \l "2" . Each Lender authorizes and directs Agent to enter into this Agreement and the other Loan Documents, for the ratable benefit and obligation of Agent and Lenders. Each Lender agrees that any action taken by Agent, Majority Lenders or Required Lenders, as applicable, in accordance with the terms of this Agreement or the other Loan Documents, and the exercise by Agent, Majority Lenders, or Required Lenders, as applicable, of their respective powers set forth therein or herein, together with such other powers that are reasonably incidental thereto, shall be binding upon all of the Lenders.

Section 12.15. Field Audit and Examination Reports; Disclaimer by Lenders TC "Section 12.15. Field Audit and Examination Reports; Disclaimer by Lenders" \f C \l "2" . By signing this Agreement, each Lender:

(a) is deemed to have requested that Agent furnish such Lender, promptly after it becomes available, a copy of each field audit or examination report (each a "*Report*" and collectively, "*Reports*") prepared by Agent or other Borrower Materials provided to Agent;

(b) expressly agrees and acknowledges that neither BMO Lender nor Agent (i) makes any representation or warranty as to the accuracy of any Report or other Borrower Materials, or (ii) shall be liable for any information contained in any Report or other Borrower Materials;

(c) expressly agrees and acknowledges that the Reports are not comprehensive audits or examinations, that Agent or other party performing any audit or examination will inspect only specific information regarding Borrowers and will rely significantly upon Borrowers' books and records, as well as on representations of Borrowers' personnel and other Borrower Materials;

(d) agrees to keep all Reports and other Borrower Materials confidential and strictly for its internal use, and not to distribute except to its Participants, or use any Report or other Borrower Materials in any other manner;

(e) agrees that Reports and other Borrower Materials may be made available to Lenders by providing access to them on the Platform, but Agent shall not be responsible for system failures or access issues that may occur from time to time; and

(f) without limiting the generality of any other indemnification provision contained in this Agreement, agrees: (i) to hold Agent and any such other Lender preparing a Report harmless from any action the indemnifying Lender may take or conclusion the indemnifying Lender may reach or draw from any Report in connection with any loans or other credit accommodations that the indemnifying Lender has made or may make to Borrowers, or the indemnifying Lender's participation in, or the indemnifying Lender's purchase of, a loan or loans of Borrower; and (ii) to pay and protect, and indemnify, defend and hold Agent and any such other Lender preparing a Report harmless from and against, the claims, actions, proceedings, damages, costs, expenses and other amounts (including Attorney Costs) incurred by Agent and any such other Lender preparing a Report as the direct or indirect result of any third parties who might obtain all or part of any Report through the indemnifying Lender.

Section 12.16 Relation Among Lenders TC "Section 12.16 Relation Among Lenders" \f C \l "2" . The Lenders are not partners or co-venturers, and no Lender shall be liable for the acts or omissions of, or (except as otherwise set forth herein in case of Agent) authorized to act for, any other Lender.

Section 12.17. Bank Product Providers TC "Section 12.17. Bank Product Providers" \f C \l "2" . Each Bank Product Provider, by delivery of a notice to Agent of a Bank Product, agrees to be bound by the Loan Documents, including Section 2.4. Each Bank Product Provider shall indemnify and hold harmless each Indemnified Person, to the extent not reimbursed by Borrowers or Guarantor, against all claims that may be incurred by or asserted against any Indemnified Person in connection with such provider's Bank Product Obligations.

Section 12.18. Certain ERISA Matters TC "Section 12.18. Certain ERISA Matters" \f C \l "2" . (a) Each Lender represents and warrants, as of the date it became a Lender party hereto, and covenants, from the date it became a Lender party hereto to the date it ceases being a Lender party hereto, for the benefit of, Agent and not, for the avoidance of doubt, to or for the benefit of Borrowers and Guarantors, that at least one of the following is and will be true: (A) Lender is not using "plan assets" (within the meaning of ERISA Section 3(42) or otherwise) of one or more Benefit Plans with respect to Lender's entrance into, participation in, administration of and performance of the Revolving Loans, Letters of Credit, Commitments or Loan Documents; (B) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to Lender's entrance into, participation in, administration of and performance of the Revolving Loans, Letters of Credit, Commitments and Loan Documents; (C) (i) Lender is an investment fund managed by a "Qualified Professional Asset Manager" (within the meaning of Part VI of PTE 84-14), (ii) such Qualified Professional Asset Manager made the investment decision on behalf of Lender to enter into, participate in, administer and perform the Revolving Loans, Letters of Credit, Commitments and Loan Documents, (iii) the entrance into, participation in, administration of and performance of the Revolving Loans, Letters

of Credit, Commitments and Loan Documents satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14, and (iv) to the best knowledge of Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to Lender's entrance into, participation in, administration of and performance of the Revolving Loans, Letters of Credit, Commitments and Loan Documents; or (D) such other representation, warranty and covenant as may be agreed in writing between Agent, in its discretion, and Lender.

(b) Unless Section 12.18(a)(A) or (D) is true with respect to a Lender, such Lender further represents and warrants, as of the date it became a Lender hereunder, and covenants, from the date it became a Lender to the date it ceases to be a Lender hereunder, for the benefit of, Agent and not, for the avoidance of doubt, to or for the benefit of any Borrower or Guarantor, that Agent is not a fiduciary with respect to the assets of such Lender involved in its entrance into, participation in, administration of and performance of the Revolving Loans, Letters of Credit, Commitments and Loan Documents (including in connection with the reservation or exercise of any rights by Agent under any Loan Document).

(c) Agent hereby informs the Lenders that each such Person is not undertaking to provide impartial investment advice, or to give advice in a fiduciary capacity, in connection with the transactions contemplated hereby, and that such Person has a financial interest in the transactions contemplated hereby in that such Person or an Affiliate thereof (i) may receive interest or other payments with respect to the Revolving Loans, the Letters of Credit, the Commitments and this Agreement, (ii) may recognize a gain if it extended the Revolving Loans, the Letters of Credit or the Commitments for an amount less than the amount being paid for an interest in the Revolving Loans, the Letters of Credit or the Commitments by such Lender or (iii) may receive fees or other payments in connection with the transactions contemplated hereby, the Loan Documents or otherwise, including structuring fees, commitment fees, arrangement fees, facility fees, upfront fees, underwriting fees, ticking fees, agency fees, administrative agent or collateral agent fees, utilization fees, minimum usage fees, letter of credit fees, fronting fees, deal-away or alternate transaction fees, amendment fees, processing fees, term out premiums, banker's acceptance fees, or other early termination fees or fees similar to the foregoing.

Section 12.19. L/C Issuer TC "Section 11.14. Issuing Bank" \f C \l "2" . The L/C Issuer shall act on behalf of the Lenders with respect to any Letters of Credit issued by it and the documents associated therewith. The L/C Issuer shall each have all of the benefits and immunities (a) provided to Agent in this Section 12 with respect to any acts taken or omissions suffered by the L/C Issuer in connection with Letters of Credit issued by it or proposed to be issued by it and the Applications pertaining to such Letters of Credit as fully as if the term "Agent", as used in this Section 12, included the L/C Issuer with respect to such acts or omissions and (b) as additionally provided in this Agreement with respect to such L/C Issuer.

SECTION THIRTEEN - GENERAL TC "SECTION THIRTEEN - GENERAL" \f C \l "1"

Section 13.1. Expenses TC "Section 13.1. Expenses" \f C \l "2" . Promptly following any Borrower's receipt of any monthly or other statement from Agent, Borrowers shall pay all of the following expenses ("Agent's Expenses"):

(a) except as otherwise expressly provided herein, all reasonable and documented out-of-pocket costs and expenses incurred by Agent in the administration of this Agreement and the Obligations, including but not limited to mailing costs and accounting fees, and any reasonable costs or out-of-pocket expenses (including Attorney Costs) incurred by Agent in connection with the preparation, execution, delivery, administration, modification, or amendment (whether through negotiations, legal proceedings or otherwise) of, or legal advice in respect of, rights or responsibilities under, this Agreement, any other Loan Document, or any document contemplated by or referred to herein;

(b) all taxes levied against or paid by Agent or any Lender (other than Excluded Taxes) and all filing and recording fees, costs and expenses which may be incurred by Agent in respect to the filing and/or recording of any document or instrument relating to the transactions described in this Agreement;

(c) all reasonable and documented out-of-pocket costs, expenses or advances that Agent may incur during the continuance of an Event of Default, or during the pendency of an Insolvency Proceeding of a Borrower or Guarantor, or in the enforcement of this Agreement or the defense of legal proceedings involving any claim made against Agent or any Lender (other than claims solely amongst any Lenders or Agent and any Lender) arising out of this Agreement or the protection of the Collateral, including those relating to (i) any audit, inspection, repossession, storage, repair, appraisal, insurance, manufacture, preparation or advertising for sale, sale, collection, or other preservation of or realization upon any Collateral; (ii) any action, arbitration or other proceeding (whether instituted by or against Agent, any Lender, any Borrower or Guarantor, any representative of creditors of a Borrower or Guarantor or any other Person) in any way relating to any Collateral (including the validity, perfection, priority or avoidability of Agent's Liens with respect to any Collateral), Loan Documents, Letters of Credit or Obligations, including any lender liability or other Indemnified Liabilities; (iii) the exercise of any rights or remedies of Agent in, or the monitoring of, any Insolvency Proceeding;

(d) settlement or satisfaction of taxes, charges or Liens with respect to any Collateral;

(e) any enforcement action (including any action to enforce any Obligations or Loan Documents or to exercise any rights or remedies relating to any Collateral, whether by judicial action, self-help, notification of account debtors, setoff or recoupment, credit bid, deed in lieu of foreclosure, action in an Insolvency Proceeding or otherwise); and

(f) negotiation and documentation of any modification, waiver, workout, restructuring or forbearance with respect to any Loan Documents or Obligations.

Borrowers shall not be obligated to pay Attorney Costs for internal counsel of Agent or the Lenders or for more than one primary outside counsel for Agent and the Lenders, in addition to one additional local counsel for Agent and the Lenders in each relevant jurisdiction and any counsel engaged by Agent for itself and the Lenders in respect of a

specialized area of law applicable to the transactions contemplated by the Loan Documents, and, in the case of any actual conflict of interest among some or all of the Lenders and Agent, one additional outside counsel.

Section 13.2. Invalidated Payments TC "Section 13.2. Invalidated Payments" \f C \l "2" . If after receipt of any payment which is applied to the payment of all or any part of the Obligations, Agent or any Lender is for any reason compelled to surrender such payment or proceeds to any Person because such payment or application of proceeds is invalidated, declared fraudulent, set aside, determined to be void or voidable as a preference, impermissible setoff, or a diversion of trust funds, or for any other reason, then the Obligations or part thereof intended to be satisfied shall be revived and continued and this Agreement shall continue in full force as if such payment or proceeds had not been received by Agent or such Lender, and Borrowers shall be liable to pay to Agent and Lenders, and hereby does indemnify Agent and Lenders and hold Agent and Lenders harmless for the amount of such payment or proceeds surrendered. The provisions of this Section 13.2 shall be and remain effective notwithstanding any contrary action which may have been taken by Agent or any Lender in reliance upon such payment or application of proceeds, and any such contrary action so taken shall be without prejudice to Agent's and Lenders' rights under this Agreement and shall be deemed to have been conditioned upon such payment or application of proceeds having become final and irrevocable. The provisions of this Section 13.2 shall survive the termination of this Agreement.

Section 13.3. Application of Code to Agreement TC "Section 13.3. Application of Code to Agreement" \f C \l "2" . This Agreement has been entered into pursuant to the provisions of the Code. Any additional remedies available to Agent and Lenders under the applicable provisions of the Code not specifically included herein shall be deemed a part of this Agreement, and Agent and Lenders shall have the benefit of any such additional remedies.

Section 13.4. Parties, Successors and Assigns TC "Section 13.4. Parties, Successors and Assigns" \f C \l "2" . This Agreement shall be binding upon each party hereto and its respective successors and assigns, and inure to the benefit of the successors and assigns of Agent and each Lender; *provided, however*, that no interest herein may be assigned by (a) Borrowers without prior written consent of Agent and each Lender and, with respect to any Letter of Credit or the Application therefor, the L/C Issuer, or (b) any Lender, except to the extent expressly permitted by Section 11.2 hereof. The rights and benefits of Agent and Lenders hereunder shall, if such Persons so agree, inure to any party acquiring any interest in the Obligations or any part thereof. Any attempted assignment in violation of the foregoing shall be of no force or effect and shall be null and void, ab initio.

Section 13.5. *Notices and Communications* TC "Section 13.5. Notices and Communications" \f C \l "2" .

(a) *Notice Address.* All notices, requests and other communications by or to a party hereto shall be in writing and shall be given to any Borrower or Agent at the address below:

Agent: Bank of Montreal
320 South Canal Street
Chicago, Illinois
Attn: Daniel Ryan
Telephone:
Email:

Borrowers: Regional Management Corp.
979 Batesville Road, Suite B
Greer, South Carolina 29651
Attention: General Counsel
Facsimile:

or to a Lender stated on Schedule A (or, in the case of a Person who becomes a Lender after the Closing Date, at the address shown on its Assignment and Acceptance), or at such other address as a party may hereafter specify by notice in accordance with this Section 13.5. Each such notice, request or other communication shall be effective only (a) if given by facsimile transmission, when transmitted to the applicable facsimile number, if confirmation of receipt is received (except that, if not given during normal business hours for the recipient, such notice shall be deemed to have been given at the opening of business on the next business day for the recipient); (b) if given by certified or registered U.S. mail, upon receipt, with first-class postage pre-paid, addressed to the applicable address; or (c) if given by personal delivery, when duly delivered to the notice address with receipt acknowledged. Notwithstanding the foregoing, no notice to Agent pursuant to Sections 2.2, 2.16 or 3.1 shall be effective until actually received by Agent. Any written notice, request or other communication that is not sent in conformity with the foregoing provisions shall nevertheless be effective on the date actually received by the noticed party. Any notice received by Regional shall be deemed received by all Borrowers.

(b) *Electronic Communications; Voice Mail.* Electronic mail and internet websites may be used only for routine communications, such as financial statements, Borrowing Base Certificates and other information required by Section 9.1, administrative matters and distribution of Loan Documents for execution. Agent and Lenders make no assurances as to the privacy and security of electronic communications. Electronic and voice mail may not be used as effective notice under the Loan Documents.

(c) *Platform.* Borrower Materials shall be delivered pursuant to procedures approved by Agent, including electronic delivery (if possible) upon request by Agent to an electronic system maintained by Agent ("*Platform*"). Borrowers shall notify Agent of each posting of Borrower Materials on the Platform and the materials shall be deemed received by Agent only upon its receipt of such notice. Borrower Materials and other information relating to this credit facility

may be made available to Lenders on the Platform, and Borrowers and Lenders acknowledge that “public” information is not segregated from material non-public information on the Platform. The Platform is provided “as is” and “as available.” Agent does not warrant the accuracy or completeness of any information on the Platform nor the adequacy or functioning of the Platform, and expressly disclaims liability for any errors or omissions in Borrower Materials or any issues involving the Platform. NO WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR FREEDOM FROM VIRUSES OR OTHER CODE DEFECTS, IS MADE BY AGENT WITH RESPECT TO BORROWER MATERIALS OR THE PLATFORM. Parties acknowledge that Borrower Materials may include material non-public information of Borrowers and Affiliates of Borrowers and should not be made available to any personnel who do not wish to receive such information or who may be engaged in investment or other market-related activities with respect to any securities of Borrowers and Affiliates of Borrowers. Neither Agent nor Indemnified Person related to Agent shall have any liability to Borrowers, Lenders or any other Person for losses, claims, damages, liabilities or expenses of any kind (whether in tort, contract or otherwise) relating to use by any Person of the Platform or delivery of Borrower Materials and other information through the Platform or over the internet.

(d) *Non-Conforming Communications.* Agent and Lenders may rely upon any notices purportedly given by or on behalf of any Borrower even if such notices were not made in a manner specified herein, were incomplete or were not confirmed, or if the terms thereof, as understood by the recipient, varied from a later confirmation. **EACH BORROWER SHALL INDEMNIFY AND HOLD HARMLESS EACH INDEMNIFIED PERSON FROM ANY LIABILITIES, LOSSES, COSTS AND EXPENSES ARISING FROM ANY TELEPHONIC COMMUNICATION PURPORTEDLY GIVEN BY OR ON BEHALF OF A BORROWER, EXCEPT TO THE EXTENT SUCH LIABILITIES, LOSSES, COSTS AND EXPENSES RESULT FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON.**

Section 13.6. Accounting Principles TC "Section 13.6. Accounting Principles" \f C \l "2" . Subject to Section 1.2(g), all accounting computations required to be made for the purposes of this Agreement shall be done in accordance with GAAP as provided in Section 8.15 or unless otherwise agreed to in writing by Agent, at the time in effect, to the extent applicable, except where such principles are inconsistent with the requirements of this Agreement.

Section 13.7. Total Agreement TC "Section 13.7. Total Agreement; References" \f C \l "2" . This Agreement and all other agreements referred to herein or delivered in connection herewith shall constitute the entire agreement between the parties relating to the subject matter hereof, and shall not be changed or terminated orally.

Section 13.8. Governing Law TC "Section 13.8. Governing Law" \f C \l "2" . **THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, UNLESS OTHERWISE SPECIFIED, SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND 5-2503 OF THE NEW YORK GENERAL OBLIGATIONS LAW), WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES THAT WOULD CAUSE THE LAWS OF ANOTHER JURISDICTION TO APPLY (BUT GIVING EFFECT TO FEDERAL LAWS RELATING TO NATIONAL BANKS).**

Section 13.9. Survival. TC "Section 13.9. Survival." \f C \l "2" All warranties, representations, and covenants made by Borrowers under this Agreement shall be considered to have been relied upon by Agent and each Lender and shall survive the delivery to Lenders of the Notes regardless of any investigation made by Agent or any Lender or on its behalf.

Section 13.10. Power of Attorney TC "Section 13.10. Power of Attorney" \f C \l "2" . Each Borrower hereby appoints Agent, and its agents and designees, the true and lawful agents and attorneys-in-fact of such Borrower, with full power of substitution, (a) to (i) during the continuance of an Event of Default, upon prior written notice to Borrowers, receive, open and dispose of all mail addressed to such Borrower relating to the Collateral, (ii) during the continuance of an Event of Default, upon prior written notice to Borrowers, notify and direct the United States Post Office authorities by notice given in the name of such Borrower and signed on its behalf, to change the address for delivery of all mail addressed to such Borrower relating to the Collateral to an address to be designated by Agent, and to cause such mail to be delivered to such designated address where Agent may open all such mail and remove therefrom any notes, checks, acceptances, drafts, money orders or other instruments in payment of the Collateral in which Agent has a security interest hereunder and any documents relative thereto, with full power to endorse the name of such Borrower upon any such notes, checks, acceptances, drafts, money order or other form of payment or on Collateral or security of any kind and to effect the deposit and collection thereof, and Agent shall have the further right and power to endorse the name of such Borrower on any documents otherwise relating to such Collateral, (iii) during the continuance of an Event of Default, upon prior or contemporaneous written notice to Borrowers, send notices to such Contract Debtors or account debtors, and (iv) during the continuance of an Event of Default, do any and all other things necessary or proper to carry out the intent of this Agreement; and (b) at all times, to do any and all other things necessary or proper to perfect and protect the Liens and rights of Agent and Lenders created under this Agreement. Each Borrower agrees that neither Agent or any Lender nor any of its agents, designees or attorneys-in-fact will be liable for any acts of commission or omission, or for any error of judgment or mistake of fact or law, except for those arising from the gross negligence or willful misconduct of Agent or any Lender or any of their agents, designees or attorneys-in-fact.

The powers granted hereunder are coupled with an interest and shall be irrevocable during the term hereof. Agent shall have the right to apply all money or security otherwise due to Borrowers to the payment of any of the Advances or other sums payable pursuant to this Agreement at such time and in such order of application as Agent may determine.

Section 13.11. Litigation TC "Section 13.11. Litigation" \f C \l "2" . PURSUANT TO SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, ANY STATE COURT SITTING IN NEW YORK COUNTY, NEW YORK AND FEDERAL COURTS LOCATED IN THE STATE OF NEW YORK SHALL HAVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES AMONG ANY BORROWER, AGENT AND LENDERS, PERTAINING TO THIS AGREEMENT. EACH BORROWER EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN SUCH COURTS.

Section 13.12. Severability TC "Section 13.12. Severability" \f C \l "2" . To the extent any provision of this Agreement is not enforceable under applicable law, such provision shall be deemed null and void and shall have no effect on the remaining portions of this Agreement.

Section 13.13. Jury Trial Waiver TC "Section 13.13. Jury Trial Waiver" \f C \l "2" . BORROWERS, LENDERS AND AGENT EACH IRREVOCABLY WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY, IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AGENT-RELATED PERSON, PARTICIPANT OR ASSIGNEE, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE. BORROWERS, LENDERS AND AGENT EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR THE OTHER LOAN DOCUMENTS OR ANY PROVISION HEREOF OR THEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS.

Section 13.14. Indemnity of Agent, LC Issuers and Lenders by Borrower. TC "Section 13.14. Indemnity of Agent and Lenders by Borrower." \f C \l "2" EACH BORROWER AGREES TO DEFEND, INDEMNIFY AND HOLD AGENT-RELATED PERSONS, AND EACH LENDER AND L/C ISSUER AND EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, COUNSEL, AGENTS AND ATTORNEYS-IN-FACT (EACH, AN "INDEMNIFIED PERSON") HARMLESS FROM AND AGAINST ANY AND ALL LIABILITIES, OBLIGATIONS, LOSSES, DAMAGES, PENALTIES, ACTIONS, JUDGMENTS, SUITS, COSTS, CHARGES, EXPENSES AND DISBURSEMENTS (INCLUDING ATTORNEY COSTS) OF ANY KIND OR NATURE WHATSOEVER WHICH MAY AT ANY TIME (INCLUDING AT ANY TIME FOLLOWING REPAYMENT OF THE LOANS AND THE TERMINATION, RESIGNATION OR REPLACEMENT OF AGENT OR REPLACEMENT OF ANY LENDER OR L/C ISSUER) BE IMPOSED ON, INCURRED BY OR ASSERTED AGAINST ANY SUCH PERSON BY A PERSON WHO IS NOT ALSO AN INDEMNIFIED PERSON IN ANY WAY RELATING TO OR ARISING OUT OF THIS AGREEMENT OR ANY DOCUMENT CONTEMPLATED BY OR REFERRED TO HEREIN, OR THE TRANSACTIONS CONTEMPLATED HEREBY, OR ANY ACTION TAKEN OR OMITTED BY ANY SUCH PERSON UNDER OR IN CONNECTION WITH ANY OF THE FOREGOING, INCLUDING WITH RESPECT TO ANY INVESTIGATION, LITIGATION OR PROCEEDING (INCLUDING ANY INSOLVENCY PROCEEDING OR APPELLATE PROCEEDING) RELATED TO OR ARISING OUT OF THIS AGREEMENT, ANY OTHER LOAN DOCUMENT, OR THE LOANS OR THE USE OF THE PROCEEDS THEREOF, WHETHER OR NOT ANY INDEMNIFIED PERSON IS A PARTY THERETO (ALL THE FOREGOING, COLLECTIVELY, THE "INDEMNIFIED LIABILITIES"); PROVIDED, THAT, BORROWERS SHALL HAVE NO OBLIGATION HEREUNDER TO ANY INDEMNIFIED PERSON WITH RESPECT TO INDEMNIFIED LIABILITIES (I) RESULTING SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUCH INDEMNIFIED PERSON OR (II) THAT ARE AWARDED AS DIRECT OR ACTUAL DAMAGES (AND NOT ANY DAMAGES CONSTITUTING SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE) TO ANY BORROWER OR GUARANTOR IN AN ACTION BROUGHT BY SUCH BORROWER OR GUARANTOR AGAINST AN INDEMNIFIED PERSON FOR BREACH OF SUCH INDEMNIFIED PERSON'S OBLIGATIONS HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT IF SUCH BORROWER OR GUARANTOR HAS OBTAINED A FINAL,

NON-APPEALABLE JUDGMENT IN ITS FAVOR IN SUCH ACTION AS DETERMINED BY A COURT OF COMPETENT JURISDICTION. THE AGREEMENTS IN THIS SECTION 13.14 SHALL SURVIVE PAYMENT OF ALL OTHER OBLIGATIONS.

Section 13.15. Limitation of Liability TC "Section 13.15. Limitation of Liability" \f C \l "2" . No CLAIM MAY BE MADE BY ANY BORROWER, AGENT, ANY LENDER OR OTHER PERSON AGAINST ANY BORROWER, AGENT, ANY LENDER, OR THE AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS OF ANY OF THEM FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM FOR BREACH OF CONTRACT OR ANY OTHER THEORY OF LIABILITY ARISING OUT OF, OR RELATED TO, THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, AND BORROWERS, AGENT AND EACH LENDER HEREBY WAIVE, RELEASE AND AGREE NOT TO SUE UPON ANY CLAIM FOR SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

Section 13.16. Right of Setoff TC "Section 13.16. Right of Setoff" \f C \l "2" . In addition to any rights and remedies of Lenders provided by law, if an Event of Default exists or the Obligations have been accelerated, each Lender is authorized at any time and from time to time, without prior notice to Borrowers, any such notice being waived by Borrower to the fullest extent permitted by law, to set off and apply any and all deposits (general or special, time or demand, provisional or final) at any time held by, and other indebtedness at any time owing by, such Lender to or for the credit or the account of Borrowers against any and all Obligations owing to such Lender, now or hereafter existing, irrespective of whether or not Agent or such Lender shall have made demand under this Agreement or any Loan Document and although such Obligations may be contingent or unmatured. Each Lender agrees promptly to notify Borrowers and Agent after any such set-off and application made by such Lender; *provided, however*, that the failure to give such notice shall not affect the validity of such set-off and application. NOTWITHSTANDING THE FOREGOING, NO LENDER SHALL EXERCISE ANY RIGHT OF SET-OFF, BANKER'S LIEN, OR THE LIKE AGAINST ANY DEPOSIT ACCOUNT OR PROPERTY OF BORROWER HELD OR MAINTAINED BY SUCH LENDER IN CONNECTION WITH AN EXERCISE OF RIGHTS OR REMEDIES IN CONNECTION WITH THIS AGREEMENT AFTER AN EVENT OF DEFAULT WITHOUT THE PRIOR WRITTEN CONSENT OF THE MAJORITY LENDERS.

Section 13.17. Joint and Several Liability TC "Section 13.17. Joint and Several Liability" \f C \l "2" . (a) Each Borrower agrees that it is jointly and severally, directly and primarily liable to Agent and Lenders for Payment in Full of the Obligations, except its Excluded Swap Obligations, and that such liability is independent of the duties, obligations, and liabilities of the other Borrowers. Agent or any Lender may bring a separate action or actions on each, any, or all of the Obligations against any Borrower, whether action is brought against the other Borrower(s).

(b) Each Borrower agrees that any release which may be given by Agent or any Lender to the other Borrowers or any guarantor or endorser of any of the Obligations shall not release such other Borrowers from their obligations hereunder.

(c) Each Borrower hereby waives any right to assert against Agent or any Lender any defense (legal or equitable), setoff, counterclaim, or claims which any Borrower individually may now or any time hereafter have against the other Borrowers or any other party liable to Agent or any Lender in any manner or way whatsoever.

(d) Any and all present and future indebtedness of a Borrower to the other Borrowers is hereby subordinated to the Full Payment of the Obligations.

(e) Each Borrower is presently informed as to the financial condition of the other Borrowers and of all other circumstances which a diligent inquiry would reveal and which bear upon the risk of nonpayment of the Obligations. Each Borrower hereby covenants that it will keep itself informed as to the financial condition of the other Borrowers, the status of the other Borrowers and of all circumstances which bear upon the risk of nonpayment. Absent a written request from any Borrower to Agent or any Lender for information, each Borrower hereby waives any and all rights it may have to require Agent or any Lender to disclose to such Borrower any information which Agent or any Lender may now or hereafter acquire concerning the condition or circumstances of the other Borrower.

(f) Each Borrower waives all rights to notices of default, existence, creation, or incurring of new or additional indebtedness, and all other notices of formalities to which such Borrower may, as joint and several Borrower hereunder, be entitled.

(g) At the request of Borrowers to facilitate and expedite the administration and accounting processes and procedures of their borrowings hereunder, Agent and Lenders have agreed, in lieu of maintaining separate loan accounts, that Agent shall maintain a single loan account under the name of Borrowers ("*Loan Account*"). The Revolving Loans shall be made jointly and severally to Borrowers and shall be charged to their Loan Account, together with all interest and other charges as permitted under and pursuant to this Agreement. The Revolving Loans shall be credited with all repayments of Obligations received by Agent, on behalf of Lenders, from any Borrower as paid into a Collection Account pursuant to the terms of this Agreement.

(h) Requests for borrowings may be made by any Borrower, pursuant to the terms of Section 2 hereof. Each Borrower expressly agrees and acknowledges that neither Agent nor any Lender shall have any responsibility to inquire into the correctness of the apportionment or allocation of or any disposition by any of Borrowers of (i) any Obligations, or (ii) any of the expenses and other items charged to the Loan Account pursuant to this Agreement. All Obligations and such expenses and other items shall be made for the collective, joint, and several account of Borrowers and shall be charged to their Loan Account.

(i) Each Borrower agrees and acknowledges that the administration of the Obligations on a combined basis as set forth in this Section 13.17 is being done as an accommodation to Borrowers and at their request, and that neither Agent nor any Lender shall incur any liability to any of Borrowers as a result thereof. **TO INDUCE AGENT AND LENDERS TO DO SO, AND IN CONSIDERATION THEREOF, EACH BORROWER HEREBY AGREES TO INDEMNIFY AND HOLD AGENT AND EACH LENDER HARMLESS FROM AND AGAINST ANY AND ALL LIABILITY, EXPENSES,**

LOSS, DAMAGE, CLAIM OF DAMAGE, OR INJURY, MADE AGAINST AGENT OR ANY LENDER BY ANY OF BORROWERS OR BY ANY OTHER PERSON, ARISING FROM OR INCURRED BY REASON OF SUCH ADMINISTRATION OF THE OBLIGATIONS, EXCEPT TO THE EXTENT SUCH LIABILITIES, EXPENSES, LOSSES, DAMAGES, CLAIMS AND INJURIES (I) RESULT SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AGENT OR ANY LENDER OR (II) ARE AWARDED AS DIRECT OR ACTUAL DAMAGES (AND NOT ANY DAMAGES CONSTITUTING SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE) TO ANY BORROWER OR GUARANTOR IN AN ACTION BROUGHT BY SUCH BORROWER OR GUARANTOR AGAINST AN INDEMNIFIED PERSON FOR BREACH OF SUCH INDEMNIFIED PERSON'S OBLIGATIONS HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT IF SUCH BORROWER OR GUARANTOR HAS OBTAINED A FINAL, NON-APPEALABLE JUDGMENT IN ITS FAVOR ON SUCH CLAIM AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

(j) Each Borrower represents and warrants to Agent and each Lender that the collective administration of the Obligations is being undertaken by Agent and each Lender pursuant to this Section 13.17, because Borrowers are integrated in their operation and administration and require financing on a basis permitting the availability of credit from time to time to each of Borrowers. Each Borrower will derive benefit, directly and indirectly, from such collective administration and credit availability because the successful operation of each Borrower is enhanced by the continued successful performance of the integrated group.

(k) Each Borrower hereby postpones and subordinates to the Payment in Full of the Obligations any right of subrogation it has or may have against the other Borrowers with respect to the Obligations or any other indebtedness incurred pursuant to this Agreement. In addition, each Borrower hereby postpones any right to proceed against the other Borrowers, now or hereafter, for contribution, indemnity, reimbursement, and any other rights and claims, whether direct or indirect, liquidated or contingent, such Borrower may now have or hereafter have as against any other Borrower with respect to the Obligations or any other indebtedness incurred pursuant to this Agreement, until all Obligations have been finally Paid in Full. Each Borrower agrees that in light of the immediately foregoing agreements, the execution of this Agreement shall not be deemed to make such Borrower a "creditor" of any other Borrower, and that for purposes of §§547 and 550 of the Bankruptcy Code (11 U.S.C. §§547, 550), such Borrower shall not be deemed a "creditor" of the other Borrower.

(l) Each Borrower or Guarantor that is a Qualified ECP when its guaranty of or grant of Lien as security for a Swap Obligation becomes effective hereby jointly and severally, absolutely, unconditionally and irrevocably undertakes to provide funds or other support to each Specified Obligor with respect to such Swap Obligation as may be needed by such Specified Obligor from time to time to honor all of its obligations under the Loan Documents in respect of such Swap Obligation (but, in each case, only up to the maximum amount of such liability that can be hereby incurred without rendering such Qualified ECP's obligations and undertakings under this section voidable under any applicable fraudulent transfer or conveyance act). The obligations and undertakings of each Qualified ECP under this section shall remain in full force and effect until Full Payment of all Obligations. Each Borrower and Guarantor intends this section to constitute, and this section shall be deemed to constitute, a guarantee of the obligations of, and a "keepwell, support or other agreement" for the benefit of, each Borrower for all purposes of the Commodity Exchange Act.

Section 13.18. Counterparts; Execution TC "Section 13.18. Counterparts; Execution" \f C \l "2" . Delivery of an executed counterpart of a signature page of this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement; *provided*, that, in any event, each party hereto shall promptly deliver a manually executed counterpart of this Agreement to Agent. Any electronic signature, contract formation on an electronic platform and electronic record-keeping shall have the same legal validity and enforceability as a manually executed signature or use of a paper-based recordkeeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act.

Section 13.19. Headings TC "Section 13.19. Headings" \f C \l "2" . The headings, captions and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

Section 13.20. No Waivers; Cumulative Remedies TC "Section 13.20. No Waivers; Cumulative Remedies" \f C \l "2" . No failure by Agent or any Lender to exercise any right, remedy, or option under this Agreement or any present or future supplement thereto, or in any other agreement between or among Borrower and Agent and/or any Lender, or delay by Agent or any Lender in exercising the same, will operate as a waiver thereof. No waiver by Agent or any Lender will be effective unless it is in writing, and then only to the extent specifically stated. No waiver by Agent or the Lenders on any occasion shall affect or diminish Agent's and each Lender's rights thereafter to require strict performance by Borrower of any provision of this Agreement. Agent and the Lenders may proceed directly to collect the Obligations without any prior recourse to the Collateral. Agent's and each Lender's rights under this Agreement will be cumulative and not exclusive of any other right or remedy which Agent or any Lender may have.

Section 13.21. Other Security and Guarantees TC "Section 13.21. Other Security and Guarantees" \f C \l "2" . Agent, may, without notice or demand and without affecting any Borrower's obligations hereunder, from time to time: (a) take from any Person and hold collateral (other than the Collateral) for the payment of all or any part of the Obligations and exchange, enforce or release such collateral or any part thereof; and (b) accept and hold any endorsement or guaranty of payment of all or any part of the Obligations and release or substitute any such endorser or guarantor, or any Person who has given any Lien in any other collateral as security for the payment of all or any part of the Obligations, or any other Person in any way obligated to pay all or any part of the Obligations. The Lenders and the L/C Issuer irrevocably authorize Agent, at its option and in its discretion, to release any Guarantor from its obligations under a guaranty and/or release any security interest in the Collateral owned by such Guarantor if such Person ceases to be a Subsidiary as a result of a transaction permitted hereunder. Upon request by Agent at any time, the Majority Lenders will confirm in writing Agent's authority to release any Guarantor from its obligations under the Guaranty pursuant to this Section 13.21.

Section 13.22 No Oral Agreements TC "Section 13.22 No Oral Agreements" \f C \l "2" . THIS AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS AS WRITTEN, REPRESENT THE FINAL AGREEMENT AMONG AGENT, LENDERS AND BORROWERS AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS

OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS AMONG AGENT, LENDERS AND BORROWERS.

Section 13.23. U.S. Patriot Act Notice TC "Section 13.23. U.S. Patriot Act Notice" \f C \l "2" . Agent and Lenders hereby notify Borrowers that pursuant to the U.S. PATRIOT Act, Agent and Lenders are required to obtain, verify and record information that identifies each Borrower, including its legal name, address, tax ID number and other information that will allow Agent and Lenders to identify it in accordance with the U.S. Patriot Act. Agent and Lenders will also require information regarding each personal guarantor, if any, and may require information regarding Borrowers' management and owners, such as legal name, address, social security number and date of birth. Borrowers shall, promptly upon request, provide all documentation and other information as Agent, L/C Issuer or any Lender may request from time to time in order to comply with any obligations under any "know your customer," anti-money laundering or other requirements of applicable law.

Section 13.24. Replacement of Lenders TC "Section 13.24. Replacement of Lenders" \f C \l "2" . If (a) only one Lender requests compensation under Section 2.12 with respect to a particular event giving rise to such compensation, (b) if a Borrower is required to pay any additional amount to only one Lender or any Governmental Authority for the account of one Lender pursuant to Section 2.11 with respect to a particular event giving rise to such payment, (c) if any Lender is a Defaulting Lender, (d) if any Lender is acquired by or merges with any other Person and such Lender is not the surviving Person, or (e) if any Lender fails to approve an amendment, consent or waiver hereunder which is approved by the Majority Lenders, then Borrowers may, at their sole expense and effort, upon notice to such Lender and Agent, (1) notwithstanding clauses (i), (iii) and (iv) below, prepay all outstanding amounts owed to such Lender (it being understood that, notwithstanding anything herein to the contrary, such payment may be made without Borrowers being required to make pro rata payments in respect thereof to any other Lender hereunder), as more specifically described in clause (ii) below (excluding any prepayment penalty set forth in Section 3.1, it being acknowledged and agreed that such Lender shall not be entitled to payment of prepayment penalty) and permanently reduce the aggregate Commitments by the Commitment held by such Lender or (2) require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in, and consents required by, Section 11.2), all of its interests, rights and obligations under this Agreement and the related Loan Documents to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment), *provided* that:

(i) Borrowers or the assignee shall have paid Agent the assignment fee specified in Section 11.2(a).

(ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Revolving Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder and under the other Loan Documents (including any amounts under Section 2.14 from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrowers (in the case of all other amounts));

(iii) such assignment does not conflict with applicable laws; and

(iv) such assignment is completed within ninety (90) days after any request in (a) above, payment in (b) above, default in (c) above, merger in (d) above, or any failure to approve in (e) above.

A Lender shall not be required to make any such assignment or delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling Borrowers to require such assignment and delegation cease to apply. The right to replace a Lender hereunder in subsections (a), (b) and (e) does not apply if more than one Lender is affected in each scenario.

Section 13.25. Confidentiality TC "Section 13.25. Confidentiality" \f C \l "2" . Agent and each Lender agrees to keep confidential any information provided by Borrowers or their Subsidiaries, or their respective representatives, or agents, hereunder or under any other Loan Document, to maintain procedures with respect to such information substantially comparable to those applied by Agent and each Lender in respect of other non-public information, and not to use such information for any purpose other than in connection with the Revolving Loans or in connection with other financial accommodations being provided or to be provided by Agent and any Lender to any Borrower; *provided* that Agent and each Lender may disclose such information (a) to the extent required by applicable law, (b) to any Agent-Related Persons or to counsel for Agent or Lenders or to their respective accountants, (c) to bank examiners and auditors and appropriate government examining authorities, (d) to any actual or prospective Participant in Agent or Lenders' interest in its Revolving Loans and other rights or obligations hereunder, *provided* that each such actual or prospective Participant has agreed in writing, that it will comply with the restrictions contained in this Section 13.25 to the same extent as if it were Agent or a Lender and that such written agreement provides that (i) it can be relied upon by Borrowers and (ii) such information will be used by such prospective Participant only in its evaluation of its participation in the credit facility, (e) in connection with the enforcement of any Borrower's Obligations hereunder or under any other Loan Document upon the occurrence and during the continuance of an Event of Default or (f) in connection with any litigation relating to this Agreement or the other Loan Documents upon the occurrence and during the continuance of an Event of Default.

Section 13.26. Acknowledgement and Consent to Bail-In of EEA Financial Institutions TC "Section 13.26. Acknowledgement and Consent to Bail-In of EEA Financial Institutions" \f C \l "2" . Notwithstanding anything to the contrary in any Loan Document or in any other agreement, arrangement or understanding among the parties, each party hereto (including each Lender) acknowledges that, with respect to any Lender that is an Affected Financial Institution, any unsecured liability of such Lender arising under a Loan Document may be subject to the Write-Down and Conversion Powers of an EEA Resolution Authority, and each party hereto agrees and consents to, and acknowledges and agrees to be bound by, (a) the application of any Write-Down and Conversion Powers by the applicable Resolution Authority to any such liability which may be payable to it by any party hereto that is an Affected Financial Institution; and (b) the effects of any Bail-in Action on any such liability, including (i) a reduction in full or in part or cancellation of any such liability; (ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such Affected Financial Institution, its parent, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such

liability under any Loan Document; or (iii) the variation of the terms of such liability in connection with the exercise of any Write-Down and Conversion Powers of the applicable Resolution Authority.

Section 13.27. Acknowledgement Regarding Any Supported QFCs TC "Section 13.27. Acknowledgement Regarding Any Supported QFCs" \f C \l "2" . To the extent that the Loan Documents provide support, through a guarantee or otherwise, for any Hedge Agreement or any other agreement or instrument that is a QFC (such support, "*QFC Credit Support*", and each such QFC, a "*Supported QFC*"), the parties acknowledge and agree as follows with respect to the resolution power of the Federal Deposit Insurance Corporation under the Federal Deposit Insurance Act and Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act (together with the regulations promulgated thereunder, the "*U.S. Special Resolution Regimes*") in respect of such Supported QFC and QFC Credit Support (with the provisions below applicable notwithstanding that the Loan Documents and any Supported QFC may in fact be stated to be governed by the laws of the State of New York and/or of the United States or any other state of the United States):

(a) In the event a Covered Entity that is party to a Supported QFC (each, a "*Covered Party*") becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer of such Supported QFC and the benefit of such QFC Credit Support (and any interest and obligation in or under such Supported QFC and such QFC Credit Support, and any rights in property securing such Supported QFC or such QFC Credit Support) from such Covered Party will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Supported QFC and such QFC Credit Support (and any such interest, obligation and rights in property) were governed by the laws of the United States or a state of the United States. In the event a Covered Party or a BHC Act Affiliate of a Covered Party becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under the Loan Documents that might otherwise apply to such Supported QFC or any QFC Credit Support that may be exercised against such Covered Party are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if the Supported QFC and the Loan Documents were governed by the laws of the United States or a state of the United States. Without limitation of the foregoing, it is understood and agreed that rights and remedies of the parties with respect to a Defaulting Lender shall in no event affect the rights of any Covered Party with respect to a Supported QFC or any QFC Credit Support.

(b) As used in this Section 13.27, the following terms have the following meanings:

"*BHC Act Affiliate*" of a party means an "affiliate" (as such term is defined under, and interpreted in accordance with, 12 U.S.C. 1841(k)) of such party.

"*Covered Entity*" means any of the following: (i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12

C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

“*Default Right*” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

“*QFC*” has the meaning assigned to the term “qualified financial contract” in, and shall be interpreted in accordance with, 12 U.S.C. 5390(c)(8)(D).

Section 13.28. RELEASE OF CLAIMS TC "Section 13.29. RELEASE OF CLAIMS" \f C \l "2" . To induce Agent and the Lenders to enter into this Agreement, each Borrower hereby releases, acquits and forever discharges Agent and Lenders, and all officers, directors, agents, employees, successors and assigns of any of them, from any and all liabilities, claims, demands, actions or causes of action of any kind or nature (if there be any), whether absolute or contingent, disputed or undisputed, at law or in equity, or known or unknown, that such Borrower now has or ever had against Agent or any Lender arising on or prior to the date hereof in connection with any of the Loan Documents.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES BEGIN ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year first above written.

BORROWERS:

REGIONAL MANAGEMENT CORP.
REGIONAL FINANCE CORPORATION OF SOUTH CAROLINA
REGIONAL FINANCE CORPORATION OF GEORGIA
REGIONAL FINANCE CORPORATION OF TEXAS
REGIONAL FINANCE CORPORATION OF NORTH CAROLINA
REGIONAL FINANCE CORPORATION OF ALABAMA
REGIONAL FINANCE CORPORATION OF TENNESSEE
REGIONAL FINANCE COMPANY OF OKLAHOMA, LLC
REGIONAL FINANCE COMPANY OF NEW MEXICO, LLC
REGIONAL FINANCE COMPANY OF MISSOURI, LLC
REGIONAL FINANCE COMPANY OF GEORGIA, LLC
REGIONAL FINANCE COMPANY OF MISSISSIPPI, LLC
REGIONAL FINANCE COMPANY OF LOUISIANA, LLC
RMC FINANCIAL SERVICES OF FLORIDA, LLC
REGIONAL FINANCE COMPANY OF KENTUCKY, LLC
REGIONAL FINANCE COMPANY OF VIRGINIA, LLC
REGIONAL FINANCE CORPORATION OF WISCONSIN
REGIONAL FINANCE COMPANY OF ILLINOIS, LLC
REGIONAL FINANCE COMPANY OF CALIFORNIA, LLC
REGIONAL FINANCE COMPANY OF INDIANA, LLC
REGIONAL FINANCE COMPANY OF UTAH, LLC
REGIONAL FINANCE COMPANY OF IDAHO, LLC
REGIONAL FINANCE COMPANY OF OREGON, LLC
REGIONAL FINANCE COMPANY OF ARIZONA, LLC
REGIONAL FINANCE COMPANY OF FLORIDA, LLC
REGIONAL FINANCE COMPANY OF OHIO, LLC

By: /s/ Harp Rana

Name: Harp Rana

Title: Executive Vice President, Chief Financial and Administrative Officer

Signature Page to Loan and Security Agreement (Regional Management)

AGENT:

BANK OF MONTREAL,
as Agent

By: /s/ Daniel A. Ryan
Name: Daniel A. Ryan
Title: Director

LENDERS:

BMO HARRIS FINANCING INC.,
as a Lender and L/C Issuer

By: /s/Daniel A. Ryan
Name: Daniel A. Ryan
Title: Director

FIRST HORIZON BANK,
as a Lender

By: /s/Morgan Stanford
Name: Morgan Stanford
Title: Senior Vice President

TEXAS CAPITAL BANK,
as a Lender

By: /s/John Thomas
Name: John Thomas
Title: Managing Director

Signature Page to Loan and Security Agreement (Regional Management)

BANC OF CALIFORNIA,
as a Lender

By: /s/ Hans Sylvester
Name: Hans Sylvester
Title: SVP, Portfolio Manager

EVERBANK N.A.,
as a Lender

By: /s/ Jaime Caruso
Name: Jaime Caruso
Title: Managing Director

Signature Page to Loan and Security Agreement (Regional Management)

SCHEDULE A

COMMITMENTS AND LENDER ADDRESSES

BMO Harris Financing Inc.
320 South Canal Street, 16th Floor
Chicago, IL 60606
Attention: Daniel Ryan, Director
Commitment \$125,000,000

Banc of California
10 S Wacker Drive, #3400
Chicago, IL 60606
Attention: Craig Dudek, Investment Officer
Commitment \$75,000,000

Texas Capital Bank
2000 McKinney Avenue, Suite 700
Dallas, TX 75201
Attention: John Thomas, Managing Director
Commitment \$55,000,000

EverBank, N.A.
PO Box 44060
Jacksonville, FL 3223
Attention: Jonathan Lustig
Commitment \$50,000,000

First Horizon Bank
165 Madison Ave, 10th Floor
Memphis, TN 38118
Attention: Morgan Stanford, Senior Vice President
Commitment \$50,000,000

AMENDMENT NO. 7 TO
CREDIT AGREEMENT

THIS AMENDMENT NO. 7 TO CREDIT AGREEMENT, dated as of August 19, 2025 (this “Amendment”), is entered into by and among Regional Management Receivables IV, LLC, a Delaware limited liability company (“RMR IV” or the “Borrower”), Regional Management Corp., a Delaware corporation, as servicer (“Regional Management” or the “Servicer”), the “Lenders” party hereto, and Wells Fargo Bank, National Association, a national banking association (“Wells Fargo”), as administrative agent (the “Administrative Agent”). Capitalized terms used and not otherwise defined herein are used as defined in the Agreement (as defined below), unless otherwise specified in the Agreement.

WHEREAS, the Borrower, the Servicer, the Lenders and the Administrative Agent are parties to that certain Credit Agreement, dated as of April 19, 2021 (as amended by the Amendment No. 1 thereto, dated as of December 17, 2021, the Amendment No. 2 thereto, dated as of August 11, 2022, the Amendment No. 3 thereto, dated as of September 7, 2022, the Amendment No. 4 thereto, dated as of April 13, 2023, the Amendment No. 5 thereto, dated as of May 15, 2023, the Omnibus Amendment and Consent thereto, dated as of March 29, 2024 and the Amendment No. 6 thereto, dated as of May 19, 2025, the “Existing Agreement” and, as amended by this Amendment, the “Agreement”); and

WHEREAS, the parties hereto desire to amend the Existing Agreement as hereinafter set forth;

NOW THEREFORE, in consideration of the premises and the other mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. Amendment to the Existing Agreement. The Existing Agreement is, as of the Amendment Effective Date (as defined below), and subject to the satisfaction of the conditions precedent set forth in Section 2 hereof, hereby amended by incorporating the blacklined changes shown on the marked copy of the Existing Agreement attached hereto as Exhibit A (it being understood that language which appears “~~struck-out~~” has been deleted and language which appears as “double-underlined” has been added).

SECTION 2. Amendment Effective Date. This Amendment shall become effective as of the date first above written (the “Amendment Effective Date”) upon receipt by the Administrative Agent of counterparts of this Amendment duly executed by each of the parties hereto.

SECTION 3. Reference to and Effect on the Existing Agreement and the Basic Documents. Upon the effectiveness of this Amendment on the Amendment Effective Date, (i) each of the Borrower and the Servicer hereby reaffirms all representations and warranties made by it in Article Five of the Agreement and agrees that all such representations and warranties shall be deemed to have been remade as of the effective date of this Amendment, (ii) each of the Borrower and the Servicer hereby represents and warrants that no Unmatured Event of Default, Event of Default, Servicer Termination Event, or event or circumstance which, with the giving of notice or the lapse of time, or both, would constitute a Servicer Termination Event, shall have occurred and be continuing and (iii) each reference in the Existing Agreement to “this Agreement”, “hereunder”,

“hereof”, “herein” or words of like import shall mean and be, and any references to the Existing Agreement in any other document, instrument or agreement executed and/or delivered in connection with the Existing Agreement shall mean and be, a reference to the Agreement.

SECTION 4. Effect. Except as otherwise amended by this Amendment, the Existing Agreement shall continue in full force and effect and is hereby ratified and confirmed.

SECTION 5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws provisions (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 6. Payment of Fees and Expenses. Regional Management Corp. agrees to pay the reasonable and invoiced fees, costs and expenses of Morgan, Lewis & Bockius LLP, counsel to the Administrative Agent and the Lenders, as invoiced in connection with the preparation and negotiation of this Amendment, in each case, within thirty (30) days of receipt of each such invoice.

SECTION 7. Severability. Each provision of this Amendment shall be severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any provision hereof, and the unenforceability of one or more provisions of this Amendment in one jurisdiction shall not have the effect of rendering such provision or provisions unenforceable in any other jurisdiction.

SECTION 8. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic transmission (*i.e.* “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 9. Electronic Signatures. This Amendment shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code; (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof.

[signatures appear on following pages]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES IV, LLC,
as Borrower

By: /s/ Harpreet Rana
Name: Harpreet Rana
Title: Executive Vice President and Chief Financial and Administrative Officer

REGIONAL MANAGEMENT CORP.,
as Servicer

By: /s/ Harpreet Rana
Name: Harpreet Rana
Title: Executive Vice President and Chief Financial and Administrative Officer

*Signature Page to Amendment No. 7
to Credit Agreement*

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WELLS FARGO BANK, NATIONAL ASSOCIATION,
as the Administrative Agent

By: /s/ Leigh Poltrack
Name: Leigh Poltrack
Title: Executive Director

*Signature Page to Amendment No. 7
to Credit Agreement*

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WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Agent and as Committed Lender

By: /s/ Leigh Poltrack
Name: Leigh Poltrack
Title: Executive Director

*Signature Page to Amendment No. 7
to Credit Agreement*

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EXHIBIT A

CONFORMED CREDIT AGREEMENT

(Attached)

CONFORMED COPY

Amendment No. 1, dated as of December 17, 2021

Amendment No. 2, dated as of August 11, 2022

Amendment No. 3, dated as of September 7, 2022, effective as of October 1, 2022

Amendment No. 4, dated as of April 13, 2023

Amendment No. 5, dated as of May 15, 2023

Omnibus Amendment and Consent, dated as of March 29, 2024

Amendment No. 6, dated as of May 19, 2025

Amendment No. 7, dated as of August 19, 2025

CREDIT AGREEMENT

Dated as of April 19, 2021

among

REGIONAL MANAGEMENT RECEIVABLES IV, LLC,
as Borrower,

REGIONAL MANAGEMENT CORP.,
as Servicer,

the LENDERS
from time to time parties hereto,

the AGENTS
from time to time parties hereto,

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,
as Account Bank and Backup Servicer,

and

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

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CREDIT AGREEMENT

This Credit Agreement, dated as of April 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is among Regional Management Receivables IV, LLC, a Delaware limited liability company, as borrower (the “Borrower”), Regional Management Corp., a Delaware corporation (“Regional Management”), as servicer (the “Servicer”), the lenders from time to time parties hereto (the “Lenders”), the agents for the Lender Groups (as defined herein) from time to time parties hereto (the “Agents”), Wells Fargo Bank, National Association, as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), and Computershare Trust Company, National Association, as successor to Wells Fargo Bank, National Association, acting through its Corporate Trust Services division, as account bank and backup servicer (in such capacity, the “Backup Servicer”).

WITNESSETH:

WHEREAS, the Borrower was formed for the purpose of taking assignments of, and holding, various assets, including secured and unsecured consumer loans, amounts received on or in respect of such finance contracts and proceeds of the foregoing;

WHEREAS, the Borrower desires that the Lenders make loans to the Borrower from time to time, the proceeds of which will be used to finance the purchase price of certain secured and unsecured consumer loans as described herein;

WHEREAS, the Lenders have made and desire to make such loans to the Borrower upon the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS; CONSTRUCTION

Section 1.01. Definitions. Whenever used herein, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“Account Bank” means a Qualified Institution approved in writing by the Administrative Agent that is holding the Accounts, which shall be Computershare.

“Account Bank Fee” means \$1,500 per month.

“Account Collateral” means the Accounts, together with all cash, securities, financial assets (as defined in Section 8-102(a)(9) of the UCC) and investments and other property from time to time deposited or credited to the Collection Account and the Reserve Account and all proceeds thereof.

“Account Control Agreement” means the Account Control Agreement relating to the Accounts, dated as of the Closing Date, among the Borrower, the Servicer, the Administrative Agent and the Account Bank, as securities intermediary.

“Accounts” mean each of the Collection Account and the Reserve Account.

“Additional Amount” has the meaning given to such term in Section 2.14(a).

“Adjusted Term SOFR” means, for purposes of any calculation with respect to any Loan and an Interest Period, the rate per annum equal to (a) Term SOFR for such calculation with respect to such Loan for such Interest Period plus (b) 0.0%; provided, that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

“Administrative Agent” has the meaning given to such term in the Preamble.

“Advance Rate” means, at all times during a Collection Period (a) (i) if the most recently determined Three Month Average Excess Spread Percentage is greater than or equal to 19.50% and no Level I Trigger Event exists, 79.0% or (ii) if the most recently determined Three Month Average Excess Spread Percentage is greater than or equal to 19.50% and a Level I Trigger Event exists, 74.0%, or (b) (i) if the most recently determined Three Month Average Excess Spread Percentage is less than 19.50% and no Level I Trigger Event exists, 77.0% or (ii) if the most recently determined Three Month Average Excess Spread Percentage is less than 19.50% and a Level I Trigger Event exists, 72.0%.

“Advisors” means accountants, attorneys, consultants, advisors, credit enhancers, liquidity providers and Persons similar to the foregoing and the respective directors, officers, employees and managers of each of the foregoing.

“Affected Party” means the Administrative Agent, any Lender, any Credit Provider or any of their respective Affiliates.

“Affiliate” means, with respect to a Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” or “controlled” have meanings correlative to the foregoing.

“Agent” means the agent for a particular Lender Group and “Agents” means all agents for all Lender Groups.

“Aggregate Commitment” means, as of any day, the sum of the Commitments of each Lender Group.

“Aggregate Unpays” means, as of any date, an amount equal to the sum of (without duplication) (i) the Loans Outstanding, (ii) all accrued but unpaid Interest and (iii) all Unused Commitment Fees, Hedge Breakage Costs and other Obligations owed (whether due or accrued)

by the Borrower to the Secured Parties, the Administrative Agent, the Backup Servicer, the Account Bank and the Third Party Allocation Agent under this Agreement and the other Basic Documents.

“Agreement” has the meaning given to such term in the Preamble.

“Alternative Rate” means, with respect to any Loan and an Interest Period, an interest rate per annum equal to Adjusted Term SOFR for such Interest Period; *provided, however*, that the “Alternative Rate” shall be the Base Rate for such Interest Period during the continuation of any Benchmark Unavailability Period.

“Amendment No. 6 Effective Date” means May 19, 2025.

“Amendment No. 7 Effective Date” means August 19, 2025.

“Amortization Period” means the period commencing on the Revolving Period Termination Date and ending on the day on which the Loans Outstanding are reduced to zero and all other Aggregate Unpaid have been paid in full.

“Annual Percentage Rate” or “APR” means, with respect to a Receivable, the rate per annum of finance charges stated in such Receivable as the “annual percentage rate” (within the meaning of the Federal Truth-in-Lending Act). If, after the Closing Date, the rate per annum with respect to a Receivable as of the related Cutoff Date is reduced (i) as a result of an Insolvency Proceeding involving the related Obligor or (ii) pursuant to the Servicemembers Civil Relief Act or similar State law, “Annual Percentage Rate” or “APR” shall refer to such reduced rate.

“Annualized Charge-off Ratio” means, with respect to any Determination Date and the related Collection Period, the product of (i) 12 and (ii) the percentage equivalent of a fraction, (a) the numerator of which is (x) the aggregate outstanding Principal Balance (determined for this purpose, with respect to any Defaulted Receivable, as if such Receivable was not a Defaulted Receivable) of all Receivables that have become Defaulted Receivables during such Collection Period, minus (y) the aggregate amount of Monthly Recoveries collected during the related Collection Period and (b) the denominator of which is the Eligible Receivables Principal Balance as of the last day of the previous Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Canadian Corruption of Foreign Public Officials Act or any other law, rule, or regulation of any jurisdiction applicable to each of the Borrower, the Servicer and their respective Affiliates from time to time concerning or relating to bribery or corruption.

“Anti-Money Laundering Laws” means applicable laws or regulations in any jurisdiction in which each of the Borrower, the Servicer and their respective Affiliates is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“Applicable Law” means, with respect to any Person, all existing and future applicable laws, rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by any Governmental Authority (including, but not limited to, the federal Dodd-Frank Act; the Truth in Lending Act and its implementing regulation, Regulation Z, as these appeared under the Federal Reserve Board and, currently, under the CFPB; the Equal Credit Opportunity Act and its implementing regulation, Regulation B, as these appeared under the Federal Reserve Board and, currently, under the CFPB; the Securities and Exchange Act of 1934; the Fair Credit Reporting Act, including Regulation V; the Fair Credit Billing Act; the Fair Debt Collection Practices Act; the Federal Trade Commission Act; the Servicemembers Civil Relief Act; Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions; state adoptions of the foregoing federal laws; state usury laws; and state-specific adoptions of the National Consumer Act and the Uniform Consumer Credit Code), and applicable judgments, decrees, injunctions, writs, orders or line actions of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction.

“Assignment and Acceptance” means an assignment and acceptance agreement between a Lender and an Eligible Assignee, in substantially the form of Exhibit C hereto.

“Assumption Date” means the date, if any, when the Backup Servicer becomes Successor Servicer hereunder.

“Authoritative Copy” means, with respect to any Electronic Contract that constitutes Electronic Chattel Paper, the authoritative copy thereof, as such term is used in Section 9-105 of the UCC.

“Authorized Officer” means, with respect to any Person other than a natural person, any officer of such Person, including any president, vice president, assistant vice president, treasurer, assistant treasurer, secretary or assistant secretary or any other officer performing functions similar to those performed by such officers.

“Available Amount” means, with respect to any day, the positive amount, if any, by which the Facility Amount exceeds the Loans Outstanding on such day.

“Available Borrowing Capacity” means, as of any day, the aggregate committed borrowing capacity which, as of such date of determination, is undrawn and is then available to be drawn by Regional Management under the Senior Revolver.

“Available Funds” means, for any Payment Date and the related Collection Period, the sum of (i) Collections on deposit in the Collection Account, to the extent received during or in respect of such Collection Period, (ii) any Reserve Account Withdrawal Amounts and (iii) all interest and other investment earnings (net of losses and investment expenses) on funds on deposit in the Accounts, if any, received prior to such Payment Date.

“Available Funds Shortfall” means, for any Payment Date and the related Collection Period, the positive difference, if any, of (i) the amount necessary to make all distributions required to be made pursuant to clauses (i) through (iii) of Section 2.08 over (ii) Collections on

deposit in the Collection Account, to the extent received during or in respect of such Collection Period.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 2.09(c)(iv).

“Backup Servicer” has the meaning given to such term in the Preamble.

“Backup Servicer Termination Notice” has the meaning given to such term in Section 8.04.

“Backup Servicing Fee” means the fee payable to the Backup Servicer on each Payment Date in accordance with Section 2.12(c), which fee shall be equal to the greater of (i) \$5,000, and (ii) the product of (a) the Backup Servicing Fee Rate, (b) the Eligible Pool Balance, as of the first day of the related Collection Period and (c) 1/12.

“Backup Servicing Fee Rate” has the meaning given to such term in the Computershare Fee Letter.

“Bank Originator” means any originator of the Receivables pursuant to a Bank Originator Program that has been approved in writing by the Administrative Agent and the Required Lenders and that is an FDIC-insured institution.

“Bank Originator Conditions” means, with respect to any Receivable originated by a Bank Originator, which Regional Management intends to acquire from such Bank Originator, the satisfaction of the following conditions on or after the Amendment No. 6 Effective Date: (a) delivery to the Administrative Agent of the fully executed copies of the applicable Bank Originator Program Documents, each in form and substance reasonably satisfactory to the Administrative Agent, along with copies and originals of such other documents, instruments, agreements and legal opinions reasonably requested by the Administrative Agent in connection therewith, (b) delivery to the Administrative Agent of such Bank Originator’s Credit Policy, and (c) the Administrative Agent shall have received and shall be satisfied, in its reasonable discretion, with the results of its diligence in respect of the applicable Bank Originator.

“Bank Originator Program” means a lending program established in accordance with and subject to a Bank Originator Program Agreement for which (i) Regional Management provides marketing and administrative services on behalf of such Bank Originator, (ii) Regional Management performs servicing or subservicing of the Receivables originated by such Bank Originator, and (iii) such Bank Originator underwrites, approves and originates such Receivables pursuant to the Bank Originator Program Agreement.

“Bank Originator Program Agreement” means that certain Program Management Agreement by and between each Bank Originator and Regional Management, in form and substance reasonably satisfactory to the Administrative Agent, as the same may from time to time be amended, restated, supplemented and/or otherwise modified in accordance with the terms thereof and hereof, pursuant to which Regional Management agrees to provide certain marketing, administration and loan servicing services in connection with Receivables originated by each Bank Originator.

“Bank Originator Program Documents” means the Bank Originator Program Agreement, the Bank Originator Transfer Agreement, and all material agreements required to effectuate the Bank Originator Program that relate to the Receivables originated by the applicable Bank Originator and transferred to the Borrower, each in form and substance reasonably satisfactory to the Administrative Agent.

“Bank Originator Transfer Agreement” means any receivable purchase agreement, contribution agreement, assignment agreement, transfer or similar agreement between a Bank Originator, as the seller / transferor, and Regional Management, as the purchaser / transferee, pursuant to which a Bank Originator from time to time sells, transfers or otherwise conveys, and Regional Management from time to time purchases or otherwise receives, certain Receivables originated by such Bank Originator to be transferred to the Borrower, in each case, in form and substance reasonably satisfactory to the Administrative Agent, as the same has been and may further be amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof and hereof.

“Bankruptcy Code” means the United States Bankruptcy Code (Title 11 of the United States Code).

“Base Rate” means, at any time, the highest of (a) the Prime Rate, (b) the Federal Funds Rate plus 0.50% and (c) Term SOFR for a one-month tenor in effect on such day plus 0.50%; each change in the Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate, the Federal Funds Rate or Term SOFR, as applicable (provided that clause (c) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable). Notwithstanding the foregoing, in no event shall the Base Rate be less than 0.00%.

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

“Base Rate Term SOFR Determination Day” has the meaning assigned thereto in the definition of “Term SOFR”.

“Basel II” means the second Basel Accord issued by the Basel Committee on Banking Supervision.

“Basel III” means the third Basel Accord issued by the Basel Committee on Banking Supervision.

“Basic Documents” means this Agreement, each First Tier Purchase Agreement, any Bank Originator Transfer Agreement, the Amended and Restated Trust Agreement, the 2021-1B

SUBI Supplement, the 2021-1B SUBI Certificate, the Transfer and Contribution Agreement, the 2021-1B SUBI Security Agreement, the UTI Administration Agreement, the 2021-1B SUBI Servicing Agreement, the Second Tier Purchase Agreement, the Master Subservicing Agreement, the Electronic Vault Services Agreement, the Electronic Collateral Control Agreement, the Fee Letter, all Hedging Agreements, the Account Control Agreement, the Intercreditor Agreement, the Master Deposit Account Control Agreement, the Security Agreement, the Computershare Fee Letter and any other document, certificate, opinion, agreement or writing delivered pursuant to, or the execution of which is necessary or incidental to carrying out the transactions contemplated by, this Agreement or any of the other foregoing documents.

“Benchmark” means, initially, the Term SOFR Reference Rate; *provided that* if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.09(c)(i).

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

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated or bilateral credit facilities.

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

(a) in the case of clause (a) or (b) of the definition of “Benchmark Transition Event,” the later of (i) the date of the public statement or publication of information referenced therein and (ii) the date on which the administrator of such Benchmark (or the published component

used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

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

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

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

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

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

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance with or aligned with the

International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

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

“Benchmark Unavailability Period” means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.09(c)(i) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.09(c)(i).

“Benefit Plan” means (i) employee benefit plans (as defined in Section 3(3) of ERISA) that are subject to Title I of ERISA, (ii) plans described in Section 4975(e)(1) of the Code, including individual retirement accounts or Keogh Plans that are not exempt under Section 4975(g) of the Code and (iii) any entities whose underlying assets include Plan Assets by reason of a plan’s investment in such entities.

“BMO” means Bank of Montreal.

“Borrower” has the meaning given to such term in the Preamble.

“Borrower Basic Documents” means all Basic Documents to which the Borrower is a party or by which it is bound.

“Borrower Operating Account” means the account of the Borrower specified on Schedule H hereto.

“Borrowing Base” means, as of any date of determination, an amount equal to the product of (i) the Eligible Pool Balance and (ii) the Advance Rate.

“Borrowing Base Deficiency” means, as of any date of determination, the positive amount, if any, by which (i) the aggregate Loans Outstanding exceeds (ii) the Borrowing Base.

“Borrowing Deficit” has the meaning given to such term in Section 2.02(d).

“Branch Assisted Electronic Receivable” means a Receivable entered into by an applicant who is a Regional branch-originated borrower, with respect to which the loan documentation is signed using DocuSign, Inc. technology.

“Branch Receivable” means a Small Branch Receivable or a Large Branch Receivable.

“Breakage Costs” means such amount or amounts as shall compensate any Lender for any administrative loss, cost or expense (but excluding lost profits) incurred by such Lender (as reasonably determined by such Lender) as a result of (a) any prepayment of a Loan (and interest

thereon) other than on a Payment Date or (b) any failure by the Borrower to draw on a Funding Date in an amount set forth in the related Funding Request (including, without limitation, as a result of a failure to satisfy any condition to such funding as set for in Sections 2.01 and 4.02).

“Business Day” means any day that (a) is not a Saturday, Sunday, or other day on which the Federal Reserve Bank of New York is closed and (b) is not a day on which commercial banking institutions are required or authorized to be closed in Greenville, South Carolina, New York, New York, Minneapolis, Minnesota, Wilmington, Delaware and Charlotte, North Carolina.

“Cash Equivalents” means (i) securities with maturities of 90 days or less from the date of acquisition, issued or fully guaranteed by the United States government or any agency thereof, (ii) certificates of deposit and Eurodollar time deposits with maturities of 90 days or less from the date of acquisition and overnight bank deposits of any commercial bank having capital and surplus in excess of \$500,000,000, (iii) repurchase obligations of any commercial bank satisfying the requirements of clause (ii) above, having a term of not more than seven days with respect to securities issued or fully guaranteed or insured by the United States government, (iv) commercial paper of a domestic issuer rated at least A-1 or the equivalent thereof by S&P or Prime-1 or the equivalent thereof by Moody’s and in either case maturing within 90 days after the day of acquisition, (v) securities with maturities of 90 days or less from the date of acquisition issued or fully guaranteed by any State or commonwealth or territory of the United States, by any political subdivision or taxing authority of any such State, commonwealth or territory or by any foreign government, the securities of which State, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by S&P or A2 by Moody’s, (vi) securities with maturities of 90 days or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (ii) above, (vii) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (vi) above or (viii) investments in money market or common trust funds having a rating from each of Moody’s and S&P in the highest investment category for short-term unsecured debt obligations or certificates of deposit granted thereby.

“Certificate of Formation” means the certificate of formation of the Borrower filed in Delaware, dated as of March 20, 2020.

“CFPB” means the Consumer Financial Protection Bureau.

“Change in Control” means the occurrence of any of the following: (i) any Person or group of Persons (within the meaning of Section 13 or 14 of the Exchange Act), shall have acquired beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of 30% or more of the total outstanding voting equity interests of Regional Management on a fully-diluted basis (and taking into account all such equity interests that such Person or group of Persons has the right to acquire pursuant to any option right) or (ii) the failure of Regional Management to own, directly or indirectly and free and clear of Liens, all of the outstanding voting equity (including membership) interests of the Borrower.

“Closing Date” means April 19, 2021.

“Code” means the Internal Revenue Code of 1986.

“Collateral” has the meaning given to such term in Section 3.01(a).

“Collection Account” means a segregated trust account established or caused to be established by the Servicer with the Account Bank, for the benefit of the Secured Parties, into which all Collections shall be deposited.

“Collection Period” means, with respect to any Payment Date, the immediately preceding calendar month (or, in the case of the first Payment Date, the period from and including the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Collection Policy” means with respect to (i) the initial Servicer and any Subservicer, the customary servicing practices of Regional Management attached hereto as Exhibit E and (ii) any Successor Servicer, the customary servicing practices of such Successor Servicer, in each case as such customary servicing practices may be changed from time to time pursuant to this Agreement.

“Collections” means, with respect to any Collection Period and the related Payment Date, (i) all cash collections and other cash proceeds of any Receivable or any other Collateral received by the Servicer (including from an Originator, the Borrower or a Subservicer) from or on behalf of any Obligor in payment of any amounts owed in respect of such Receivable, including Release Amounts deposited in the Collection Account pursuant to Sections 5.05 and 7.03(c), investment earnings in the Collection Account and the Reserve Account and Liquidation Proceeds, (ii) any other funds received by the Servicer (including from an Originator, the Borrower or a Subservicer) with respect to any Receivable (exclusive of ancillary fees (other than extension fees and late fees) which may be retained by the Servicer or the related Subservicer) or any other Collateral, (iii) all payments received by the Borrower pursuant to any Hedging Agreement or Hedge Transaction and (iv) all amounts received as proceeds of the Collateral sold pursuant to Section 10.02(c); in each case received during or in respect of such Payment Date and Collection Period.

“Commercial Paper Notes” means any short-term promissory notes issued by or on behalf of a Conduit Lender with respect to financing any Loan hereunder.

“Commitment” means, with respect to any Lender Group as of any day, the commitment of such Lender Group to fund Loans in an aggregate amount not to exceed the amount set forth with respect to such Lender Group in the related Lender Supplement, as such amount may be modified in accordance with the terms hereof.

“Committed Lender” means any Lender that is designated as a Committed Lender in a Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of such Lender Group’s Commitment assumed by such assignee pursuant to its respective Assignment and Acceptance.

“Commodity Exchange Act” means the Commodity Exchange Act of 1936.

“Computershare” means Computershare Trust Company, National Association, a national banking association, acting through its Corporate Trust Services division.

“Computershare Fee Letter” means, with respect to the Account Bank and the Backup Servicer, the Schedule of Fees, dated as of March 8, 2021, between Computershare, as successor to Wells Fargo Bank, the Borrower and/or Regional Management.

“Concentration Limits” means, as of any day, based on the aggregate Eligible Receivables Principal Balance of the related type of Receivables (however, Delinquent Receivables (60+ Days), measured as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date) or, in the case of Receivables transferred to the Borrower after such Determination Date, as of the related Cutoff Date, shall be excluded for purposes of all determinations pursuant to this definition of “Concentration Limits”):

- (i) based on the billing addresses of the related Obligor, the State with the highest aggregate Eligible Receivables Principal Balance does not account for Receivables constituting more than 40.0% of the aggregate Eligible Receivables Principal Balance;
- (ii) based on the billing addresses of the related Obligor, the three States with the highest aggregate Eligible Receivables Principal Balance do not account for Receivables constituting more than 80.0% of the aggregate Eligible Receivables Principal Balance
- (iii) no more than 65.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$6,000;
- (iv) no more than 55.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$6,000 that are not secured by a lien on one or more Titled Assets that are motor vehicles;
- (v) no more than 30.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$8,000;
- (v) no more than 20.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$8,000 that are not secured by a lien on one or more Titled Assets that are motor vehicles;
- (vi) no more than 4.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 541;
- (vii) no more than 13.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 581;
- (viii) no more than 45.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 621;

(ix) no more than 80.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 661;

(x) the weighted average FICO® Score or VantageScore of all Obligor with respect to the Eligible Receivables shall not be less than 625;

(xi) the weighted average remaining term (by Principal Balance) of all Eligible Receivables shall not be greater than fifty (50) months;

(xii) no more than 40.0% of the aggregate Eligible Receivables Principal Balance relates to Eligible Receivables that have an original term to maturity greater than forty-eight (48) months;

(xiii) no more than 30.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables that have an original term to maturity greater than forty-eight (48) months that are not secured by a lien on one or more Titled Assets that are motor vehicles;

(xiv) the weighted average APR (by Principal Balance) of all Receivables shall not be less than 27.50%;

(xv) no more than 22.5% of the aggregate Eligible Receivables Principal Balance relates to Receivables which are not secured by any collateral pursuant to the terms of the related Contract, including Receivables for which the related Contract is a Convenience Check, but excluding Online Originated Receivables;

(xvi) no more than 5.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which the related Contract is a Modified Contract;

(xvii) no more than 3.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Delinquent Receivables (30+ Days) but that are not Delinquent Receivables (60+ Days), measured, in each case, as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date) or, in the case of Receivables transferred to the Borrower after such Determination Date, as of the related Cutoff Date;

(xviii) no more than 2.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables that have an APR of less than 15.0%;

(xix) no more than 3.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which (A) the related Contract is a Convenience Check and (B) at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 621;

(xx) no more than 20.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which the related Contract is a Convenience Check;

(xxi) no more than 6.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Online Originated Receivables; and

(xxii) no more than 10.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Bank Originator Originated Receivables.

“Conduit Lender” means any Lender that is designated as a “Conduit Lender” in the Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of its Lender Group’s Commitment assumed by such assignee pursuant to its respective Assignment and Acceptance.

“Confidential Information” means any information with respect to Regional Management, the Servicer, the Borrower, the Originators and their respective businesses and financial information, the Obligors, the Receivables and other Collateral and includes (i) information transmitted in written, oral, magnetic or any other medium, (ii) all copies and reproductions, in whole or in part, of such information and (iii) all summaries, analyses, compilations, studies, notes or other records to the extent such contain, reflect or are generated from such information; provided, that Confidential Information does not include, with respect to a Person, information that (a) was already known to such Person and such knowledge was not obtained from the disclosing party under confidentiality obligations still binding on such Person, (b) is or has become part of the public domain through no act or omission of such Person in breach of Article Fourteen hereof, (c) is or was lawfully disclosed to such Person without restriction on disclosure by a third party, (d) is or was developed independently by such Person or (e) is or was lawfully and independently provided to such Person, from a third party who is not known by such Person to be in breach of an obligation of confidentiality to the disclosing party by disclosing such information.

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

“Continued Errors” has the meaning given to such term in Section 7.09(e).

“Contract” means (x) a Convenience Check or (y) with respect to any Receivable, any non-revolving personal loan contract executed by an Obligor (except in the case of a Convenience Check) under which an extension of credit by an Originator was made in the ordinary course of business to such Obligor (and, in the case of a non-revolving personal loan made by a Bank Originator, was made under the Bank Originator Program in accordance with the Bank Originator Program Documents), which contract contains the terms and conditions applicable to such Receivable and any applicable truth in lending disclosure statements related thereto, and which (i) (a) except with respect to Receivables originated by a Bank Originator, Regional Management had previously acquired from such Originator pursuant to the First Tier Master Purchase Agreement (or in the case of Receivables originated by Regional Finance Corporation North Carolina, has been contributed to the Trust), (b) with respect to Receivables originated by a Bank Originator, Regional Management had previously acquired from such Bank Originator pursuant to the Bank Originator Transfer Agreement, or (c) Regional Management has acquired directly or indirectly from a direct or indirect Subsidiary of Regional Management in connection with a Securitization (or in the case of Receivables originated by Regional Finance Corporation of North Carolina, has been reallocated directly or indirectly from the related SUBI to the UTI); and (ii) the Borrower has acquired from Regional Management pursuant to the Second Tier Purchase Agreement and has included as part of the Collateral hereunder (or in the case of the Receivables originated by Regional Finance Corporation of North Carolina, has been allocated to the 2021-1B SUBI).

“Contractual Obligation” means, with respect to any Person, any provision of any securities issued by such Person or any indenture, mortgage, deed of trust, contract, undertaking, agreement, instrument or other document to which such Person is a party or by which it or any of its property is bound or is subject.

“Convenience Check” means a personal loan originated through Regional Management’s convenience check direct mail campaigns.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Credit Facility” means any of the committed loan facilities, lines of credit, letters of credit and other forms of credit enhancement available to the Conduit Lenders that are not Liquidity Facilities.

“Credit Policy” means the policies and procedures of Regional Management and each Bank Originator relating to the operation of the consumer lending business of Regional Management and such Bank Originator, as applicable, including the policies and procedures for determining the creditworthiness of Contract customers and the extension of credit to such customers, in each case as revised from time to time in accordance with this Agreement and as initially attached hereto as Exhibit D.

“Credit Provider” means any provider of a Credit Facility or Liquidity Facility.

“Cutoff Date” means, with respect to Receivables transferred to the Borrower on each Funding Date, the close of business on such date as shall be identified as the Cutoff Date in the related Funding Request.

“Debt to Tangible Net Worth” means, as of any day, the ratio of Funded Debt to Tangible Net Worth.

“Defaulted Receivable” means, any Receivable (i) with respect to which a Scheduled Payment thereon remains unpaid for 180 days or more after the related due date for such payment (or such longer period as permitted in accordance with the Collection Policy) or (ii) which has been charged-off in full or in part or is deemed uncollectible by the Servicer (as reflected in the records of the Servicer), in each case, in accordance with the Collection Policy. For purposes of computing the Eligible Receivables Principal Balance, the Principal Balance of any Receivable that becomes a “Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Defaulted Receivable”.

“Defaulted Receivable Release Price” means, with respect to any Defaulted Receivable to be sold to a third party pursuant to Section 5.05(e), an amount equal to the Liquidation Proceeds expected to be received by the Servicer in connection the sale of such Defaulted Receivable to a third party.

“Defaulting Group” has the meaning given to such term in Section 2.02(d).

“Defaulting Lender” has the meaning given to such term in Section 2.02(c).

“Delinquency Ratio (60+ Days)” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is equal to the aggregate Principal Balance of all Delinquent Receivables (60+ Days) as of the last day of such Collection Period and (ii) the denominator of which is equal to the aggregate Principal Balance of all Eligible Receivables as of the last day of such Collection Period.

“Delinquent Receivable (30+ Days)” means a Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for 30 days or more from the related due date.

“Delinquent Receivable (60+ Days)” means a Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for 60 days or more from the related due date.

“Derivatives” means any (i) exchange-traded or over-the-counter forward, future, option, swap, cap, collar, floor or foreign exchange contract or any combination of the foregoing, whether for physical delivery or cash settlement, relating to any interest rate, interest rate index, currency, currency exchange rate, currency exchange rate index, debt instrument, debt price, debt index, depository instrument, depository price, depository index, equity instrument, equity price, equity index, commodity, commodity price or commodity index, (ii) similar transaction, contract, instrument, undertaking or security or (iii) transaction, contract, instrument, undertaking or security containing any of the foregoing.

“Determination Date” means, with respect to any Payment Date and the related Collection Period, the last day of such Collection Period.

“Direct Competitor” means any Person (other than any Lender or its respective Affiliates) that (i) is primarily engaged in the same or substantially similar line of business as Regional Management and the Originators (other than a Bank Originator), (ii) is in direct competition with Regional Management and the Originators (other than a Bank Originator), and (iii) is identified on a written list delivered by Regional Management to the Administrative Agent and the Lenders on the Closing Date, as such list may be amended by Regional Management from time to time with the prior written consent of the Lenders (such consent not to be unreasonably withheld).

“Dodd-Frank Act” means The Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173).

“Dollars” or “\$” means the lawful currency of the United States.

“Dominion Period” has the meaning given to such term in the Intercreditor Agreement.

“Early Adoption Increased Costs” means charges or compensation sought from the Borrower by an Affected Party under Section 2.13(a) in anticipation of a Regulatory Change (including the imposition of internal charges on such Affected Party’s interests or obligations under this Agreement) in connection with such measures, in advance of the effective date of such Regulatory Change.

“Electronic Chattel Paper” shall have the meaning specified in Article 9 of the UCC.

“Electronic Collateral” has the meaning specified in the Electronic Collateral Control Agreement.

“Electronic Collateral Control Agreement” means that certain Amended and Restated Electronic Collateral Control Agreement, dated as of May 15, 2023, by and among Wells Fargo Bank, National Association, as Administrative Agent, for itself and other secured parties, the Borrower, as a debtor, Regional Management, the Trust, acting thereunder solely with respect to the 2021-1B SUBI, as a debtor, and the Electronic Vault Provider.

“Electronic Contract” shall mean a Contract that was electronically executed and authenticated; provided, that an Electronic Contract that has been Exported shall not constitute an Electronic Contract. For the avoidance of doubt, each Online Originated Receivable shall be an Electronic Contract.

“Electronic Vault” shall mean the electronic vault wherein custody of Electronic Contracts shall be maintained in electronic form by the Servicer (in its capacity as custodian under this Agreement) (or any successor servicer), in each case, through a third-party Electronic Vault Provider that enables electronic contracting pursuant to the Electronic Vault Services Agreement.

“Electronic Vault Provider” shall mean eOriginal, Inc., a Delaware corporation, and any successor or replacement third-party provider of the technology platform on which the Electronic

Vault operates acting in such capacity with the consent of the Administrative Agent (with the written consent of the Required Lenders).

“Electronic Vault Services Agreement” shall mean that certain Order Form with an effective date of March 15, 2021 by and between Regional Management and the Electronic Vault Provider.

“Electronic Vault System” shall mean the electronic vault system provided by the Electronic Vault Provider pursuant to the Electronic Vault Services Agreement or such other electronic system provider as may be mutually agreed upon by the Borrower, Regional Management and the Administrative Agent (with the written consent of the Required Lenders) that enables electronic contracting.

“Eligible Assignee” means a Person (i) whose short-term rating is at least “A-1” from S&P and “Prime-1” from Moody’s, or whose obligations under this Agreement are guaranteed by a Person whose short-term rating is at least “A- 1” from S&P and “Prime-1” from Moody’s, (ii) who is either a commercial paper conduit that is administered by, or an Affiliate of, a Lender, an Agent or the Administrative Agent or a commercial paper conduit to whom a Lender, an Agent or the Administrative Agent provides liquidity support, credit enhancement or other similar support or (iii) who prior to the occurrence of an Event of Default or a Facility Amortization Event, has been consented to by the Borrower, which consent shall not be unreasonably withheld, delayed or conditioned; provided that no Direct Competitor shall be an Eligible Assignee so long as no Event of Default or Facility Amortization Event has occurred and is continuing.

“Eligible Pool Balance” means, as of any date of determination, (i) the sum of (a) the aggregate Eligible Receivables Principal Balance as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date) and (b) without duplication, the aggregate Eligible Receivables Principal Balance of the Eligible Receivables added to the Collateral during the period commencing on the Determination Date referred to in clause (a) above and ending on such date of determination, as of the related Cutoff Dates, minus (ii) any Excess Concentration Amounts as of such date of determination minus (iii) the aggregate Principal Balance of all Eligible Receivables that are Delinquent Receivables (60+ Days) as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date).

“Eligible Receivable” has the meaning assigned thereto in Schedule B hereto.

“Eligible Receivables Principal Balance” means, on any date of determination, the sum of the Principal Balances of all of the Receivables (or if indicated by the context, a specified portion of the Receivables) that are Eligible Receivables as of the immediately preceding Determination Date (or as of such date of determination if such date is a Determination Date) or, in the case of Receivables (or if indicated by the context, a specified portion of the Receivables) transferred to the Borrower after such Determination Date, as of the related Cutoff Date.

“ERISA” means the Employee Retirement Income Security Act of 1974, and the regulations promulgated and rulings issued thereunder.

“ERISA Affiliate” means any (i) corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Borrower, (ii) trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with the Borrower or (iii) member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as the Borrower, any corporation described in clause (i) above or any trade or business described in clause (ii) above.

“Errors” has the meaning given to such term in Section 7.09(e).

“Event of Default” has the meaning given to such term in Section 10.01(a).

“Excess Concentration Amounts” means, without duplication, the aggregate Eligible Receivables Principal Balance of Receivables that cause the applicable Concentration Limits to not be met.

“Excess Spread Percentage” means, with respect to any Collection Period, the excess of:

(1) the weighted average APR of the Eligible Pool Balance as of the last day of such Collection Period, over

(2) the annualized fraction (expressed as a percentage) the numerator of which is the excess (if any) of (i) the sum of the following amounts for the related Payment Date: (A) the Servicing Fee, (B) the Backup Servicing Fee and (C) (1) if the Borrower is not party to any Hedge Agreements, the aggregate amount of Interest payable by the Borrower on all Loans Outstanding during the related Collection Period and any Interest with respect to any prior Payment Date to the extent not paid on a prior Payment Date or (2) if the Borrower is a party to one or more Hedge Agreements, the weighted average of the products of the strike rates plus the applicable Margin and notional amounts set forth in such Hedge Agreements over (ii) the aggregate amount received by the Borrower pursuant to a Hedging Agreement or Hedge Transaction during such Collection Period (excluding termination payments), and the denominator of which is (x) for any Collection Period in which a Securitization occurs, the weighted average Eligible Pool Balance for that Collection Period and (y) otherwise the Eligible Pool Balance as of the first day of such Collection Period.

“Exchange Act” means the Securities Exchange Act of 1934.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Secured Party or required to be withheld or deducted from a payment to a Secured Party: (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes imposed in lieu of net income Taxes or branch profits Taxes imposed, by the United States (or any political subdivision thereof), or any other jurisdiction (or any political subdivision thereof), (a) as a result of the recipient being organized in, or having its principal office or applicable lending office located in the jurisdiction imposing such Tax or any political subdivision thereof or (b) as a result of such Taxes being Other Connection Taxes, (ii) any United States withholding Tax imposed by reason of a Secured Party’s failure to provide to the Borrower the documents set forth in Section 2.14(e) or to maintain or update such documents in accordance with the terms thereof, (iii) any United States federal withholding Taxes that would be imposed on amounts payable to a Secured Party or other recipient under a Basic Document based upon the applicable

withholding rate in effect at the time such Secured Party or other recipient becomes a party to such Basic Document (or designates a new lending office), except in each case to the extent that, pursuant to Section 2.14, amounts with respect to such Taxes were payable either to such Secured Party's or recipient's assignor immediately before such Secured Party or recipient became a party hereto or to such Secured Party or recipient immediately before it changed its lending office and (iv) any Taxes imposed pursuant to or as a result of FATCA.

“Exported” means, with respect to a Contract, the Servicer (acting at the written direction of the Administrative Agent) or the Administrative Agent has decommissioned the related Electronic Contract and the Authoritative Copy (in the case of an Electronic Contract that constitutes Electronic Chattel Paper) or the electronically authenticated original record (in the case of an Electronic Contract that does not constitute Electronic Chattel Paper), as applicable, of such Contract is printed out pursuant to a “Paper Out”™ within the meaning specified in the System Description. “Export” and “Exporting” shall have corollary meanings.

“Extension Ratio” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is the aggregate Principal Balance as of the last day of the Collection Period of all Receivables that became Extended Receivables during such Collection Period and (ii) the denominator of which is the aggregate Principal Balance of all Eligible Receivables as of the last day of the previous Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Extended Receivable” means, with respect to any Collection Period, any Receivable for which the related Obligor's scheduled payment due date has been extended pursuant to the Collection Policy during such Collection Period.

“Facility Amortization Event” means the occurrence of any of the following events:

- (i) a Level II Trigger Event;
- (ii) a Servicer Termination Event;
- (iii) an Event of Default;
- (iv) a failure on the part of the Borrower to make any payment, transfer or deposit required by the terms of any Basic Document (other than as set forth in clauses (i) and (ii) of Section 10.01(a)) on the day such payment or deposit is required to be made, which default or failure continues unremedied for three (3) Business Days after the earlier of (i) receipt of written notice of such failure by the Borrower from the Administrative Agent or any Lender or (ii) discovery of such failure by a Responsible Officer of the Borrower;
- (v) Regional Management, as Servicer, is no longer obligated to service new Receivables originated by Regional Management or purchased by Regional Management from the Originators;

- (vi) any change in the Collection Policy, other than in accordance with Section 6.02(o) or Section 6.04(j);
- (vii) any change in the Credit Policy, other than in accordance with Section 6.01(h), Section 6.02(u) or Section 6.04(j);
- (viii) an event of default shall have occurred under the Senior Revolver; or
- (ix) a failure on the part of Regional Management to publicly file financial statements in accordance with Section 13 or 15(d) of the Exchange Act within 120 days of the end of each fiscal year or within 45 days of each fiscal quarter or deliver to the Administrative Agent and the Lenders its financial statements to the extent required under Section 7.06(b).

“Facility Amount” means, on any date of determination, (i) prior to the Revolving Period Termination Date, the Aggregate Commitment on such day and (ii) on and after the Revolving Period Termination Date, the Loans Outstanding.

“Facility Termination Date” means the date on or after the Revolving Period Termination Date on which the Aggregate Unpaid have been indefeasibly paid in full.

“FATCA” means Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b) of the Code and any laws, rules or regulations applicable to any intergovernmental agreement enacted pursuant to the foregoing.

“FDIC” means the Federal Deposit Insurance Corporation.

“Federal Funds Rate” means, for any period, a fluctuating interest rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal for each day during such period to the weighted average of the federal funds rates as reported in Federal Reserve Board Statistical Release H.15(519) or any successor or substitute publication selected by the Administrative Agent (or, if such day is not a Business Day, for the preceding Business Day), or, if for any reason such rate is not available on any day, the rate determined, in the sole opinion of the Administrative Agent, to be the rate at which federal funds are being offered for sale in the national federal funds market at 9:00 a.m., New York City time, on such day.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

“Fee Letter” means the fee letter, dated as of the Closing Date, among the Borrower, the Servicer, the Administrative Agent and the initial Committed Lenders, setting forth, among other things, the Margin, the Step-Up Margin and the Unused Commitment Fee Rate.

“FICO® Score” means a credit score created by Fair Isaac & Corporation, or any successor thereto; *provided, that*, in the case of a Receivable with two Obligor, such score is based on the higher of the two FICO® Scores at origination.

“Financial Covenant” means, so long as Regional Management is the Servicer, as of the last day of any Collection Period, (i) its Tangible Net Worth is not less than \$125,000,000, (ii) its Debt to Tangible Net Worth is not greater than the lesser of (x) 6.00 to 1.0 and (y) the “Consolidated Funded Debt to Consolidated Tangible Net Worth” ratio provided for in Section 8.4 of the Senior Revolver and (iii) Regional Management on a consolidated basis has unrestricted cash and unrestricted Cash Equivalents of not less than \$2,000,000.

“FinCEN” means the US Department of the Treasury’s Financial Crimes Enforcement Network.

“First Tier North Carolina Purchase Agreement” means that certain First Tier Purchase Agreement, dated as of the Closing Date, between Regional Finance Corporation of North Carolina, as the seller, and Regional Management, as the purchaser, as amended, restated, supplemented or otherwise modified from time to time.

“First Tier Purchase Agreement” means the (i) First Tier North Carolina Purchase Agreement and (ii) First Tier Master Purchase Agreement.

“First Tier Master Purchase Agreement” means the First Tier Master Purchase Agreement, dated as of May 15, 2023, between each Originator (other than a Bank Originator) and Regional Management.

“Floor” means a rate of interest equal to 0.00%.

“Force Majeure Event” means an event that occurs as a result of an act of God, an act of the public enemy, acts of declared or undeclared war (including acts of terrorism), public disorder, rebellion, sabotage, disease, quarantine, epidemics, pandemics, landslides, lightning, fire, hurricanes, earthquakes, floods, other natural disasters or the declaration of a state of emergency by the governor of a State or the President of the United States or FEMA.

“Formation Documents” means the limited liability company agreement of the Borrower and the Certificate of Formation.

“Funded Debt” means, with respect to Regional Management on a consolidated basis in accordance with GAAP, on any day, without duplication, the following Indebtedness of such Regional Management: (i) all indebtedness or guarantees of Regional Management for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument or which accrue interest or are a type upon which interest charges are customarily paid; (ii) all liabilities secured by any Lien on any property owned by Regional Management even though Regional Management has not assumed or otherwise become liable for the payment thereof (provided that the amount of such liabilities included as Funded Debt shall be the lesser of the amount of such liabilities and the fair market value of the property of Regional Management securing such liabilities); (iii) the net amount of all indebtedness, obligations or liabilities of Regional Management in respect of Derivatives; (iv) all obligations, contingent or otherwise, of Regional Management as an account party in respect of undrawn letters of credit and undrawn letters of

guaranty; (v) all obligations, contingent or otherwise, of Regional Management in respect of bankers' acceptances; and (vi) guaranties of any of the foregoing.

“Funding Date” means each Business Day on which a Loan is made.

“Funding Request” means a written notice from the Borrower requesting a Loan and including the items required by Section 2.01(b), substantially in the form of Exhibit A hereto.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States.

“Governmental Authority” means, with respect to any Person, any nation or government, any State or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any bank examiner, any central bank or comparable agency and any court or arbitrator having jurisdiction over such Person.

“Gramm-Leach-Bliley Act” means the Financial Services Modernization Act of 1999 (Pub.L. 106-102, 113 Stat. 1338).

“Hard Secured Receivable” means a Receivable that is, as of the date of origination thereof, secured by a lien on one or more Titled Assets.

“Hedge Breakage Costs” means the sum of the Senior Hedge Breakage Costs and the Subordinated Hedge Breakage Costs.

“Hedge Collateral” means all of the rights of the Borrower, whether now existing and hereafter acquired, in and to all Hedging Agreements, Hedge Transactions and all present and future amounts payable by all Hedge Counterparties to the Borrower under or in connection with such Hedging Agreements and Hedge Transactions with such Hedge Counterparties.

“Hedge Counterparty” means any entity that on the date of entering into any Hedge Transaction (1) is an Affiliate of the Agent for the Wells Fargo Lender Group or (2) (i) is an interest rate hedge provider that has been approved in writing by the Administrative Agent, acting at the direction of the Required Lenders (which approval shall not be unreasonably withheld), (ii) whose debt ratings satisfy each of the Long-Term Rating Requirement and the Short-Term Rating Requirement and (iii) who agrees that in the event that Moody's or S&P reduces its long-term unsecured debt rating below the Long-Term Rating Requirement or its short-term unsecured debt rating below the Short-Term Rating Requirement, it shall (a) transfer its rights and obligations under each Hedge Transaction to another entity that meets the requirements of this definition and has entered into a Hedging Agreement with the Borrower on or prior to the date of such transfer, (b) obtain a guarantee of all its obligations under each Hedge Transaction to which it is party, for the benefit of the Borrower, from a Person that satisfies each of the Long-Term Rating Requirement and the Short-Term Rating Requirement or (c) post collateral in an amount and form and upon such terms as are satisfactory to the Required Lenders. Each Hedge Counterparty must consent to the assignment of the Borrower's rights under the Hedging Agreement to the Administrative Agent pursuant to Section 6.03(d).

“Hedge Transaction” means each interest rate hedge transaction between the Borrower and a Hedge Counterparty entered into pursuant to Section 6.03(a) and governed by a Hedging Agreement.

“Hedging Agreement” means each agreement between the Borrower and a Hedge Counterparty which governs one or more Hedge Transactions entered into pursuant to Section 6.03(a), which shall consist of a “Master Agreement” in a form published by the International Swaps and Derivatives Association, Inc., together with a “Schedule” thereto, any applicable Credit Support Annex and each “Confirmation” thereunder confirming the specific terms of each such Hedge Transaction, in form and substance satisfactory to the Required Lenders. For the avoidance of doubt, a long form confirmation that incorporates a Master Agreement and any applicable Credit Support Annex by reference and includes terms that, if accompanying a Master Agreement or Credit Support Annex, would be included in the Schedule to the Master Agreement or paragraph 13 of the Credit Support Annex shall be considered a Hedging Agreement.

“Indebtedness” means, with respect to any Person and any day, without duplication, (i) all indebtedness or guarantees of such Person for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument, (ii) all obligations of such Person in respect of acceptances issued or created for the account of such Person, (iii) all liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof, (iv) all indebtedness, obligations or liabilities of that Person in respect of Derivatives, (v) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty and (vi) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances; provided, that “Indebtedness” shall not include any obligations of such Person under any leases.

“Indemnified Amounts” has the meaning given to such term in Section 11.01.

“Indemnified Party” has the meaning given to such term in Section 11.01.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or for the account of the Borrower under this Agreement, and (b) to the extent not covered in (a) above, Other Taxes.

“Independent Manager” means an individual who (a) for the five-year period prior to his or her appointment as Independent Manager of the Borrower has not been, and is not at the time of such appointment or during the continuation of his or her service as Independent Manager, any of the following: (i) an employee, director, stockholder, member, partner, attorney or counsel, or officer of any Regional Management Entity or any of their Affiliates (other than as an independent manager, springing member or special member thereof); (ii) a customer or supplier or creditor or other Person who derives any of its purchases or revenues from its activities with any Regional Management Entity or any of their Affiliates; or (iii) any member of the immediate family of or Person controlling or under common control with any Person excluded from serving as Independent Manager in (i) or (ii), (b) has prior experience as an independent director for a

corporation or limited liability company whose charter documents required the unanimous consent of all independent directors thereof before such corporation or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state bankruptcy or insolvency law and (c) is employed by Maples Fiduciary Services (Cayman) Limited, Global Securitization Services Inc., CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, Wilmington Trust SP Services, Inc., Wilmington Trust, National Association, Stewart Management Company, LordSPV, a TMF Group Company, or, if none of those companies is then providing professional independent directors, independent managers or independent trustees, another nationally recognized company, in each case, that provides professional independent directors, independent managers or independent trustees and other corporate services in the ordinary course of its business and is reasonably acceptable to the Required Lenders.

“Initial Beneficiary” has the meaning given to such term in the Trust Agreement.

“Initial Loan” means the first Loan made on or after the Closing Date.

“Initial Receivables” means the Receivables that become a part of the Collateral in connection with the Initial Loan.

“Insolvency Event” means, with respect to any Person, (i) a case or other proceeding shall be commenced, without the application or consent of such Person in any court seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person under any applicable U.S. federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of such Person or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, or any similar action with respect to such Person under the Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts, and (a) such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of sixty (60) consecutive days or (b) an order for relief in respect of such Person shall be entered in such case or proceeding or a decree or order granting such other requested relief shall be entered; or (ii) the commencement by such Person of a voluntary case under any Insolvency Law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such Insolvency Law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

“Insolvency Laws” means the Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, rearrangement, receivership, insolvency, reorganization, suspension of payments, marshaling of assets and liabilities or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

“Insolvency Proceeding” means, with respect to any Person, any bankruptcy, insolvency, arrangement, rearrangement, conservatorship, moratorium, suspension of payments, readjustment of debt, reorganization, receivership, liquidation, marshaling of assets and liabilities or similar proceeding of or relating to such Person under any Insolvency Laws.

“Instrument” means any “instrument” (as defined in Article 9 of the UCC), other than an instrument that constitutes part of chattel paper.

“Integrity Check” shall have the meaning ascribed to such term in the System Description.

“Intercreditor Agreement” means the ~~Fourth~~Fifth Amended and Restated Intercreditor Agreement, dated as of ~~December 17, 2021~~the Amendment No. 7 Effective Date, among Regional Management, BMO, as agent on behalf of the lenders under the Senior Revolver and as collateral agent, Regional Management, as servicer, Computershare Trust Company, N. A., as ~~successor to Wells Fargo Bank, National Association, Wells Fargo Securities, LLC~~Third Party Allocation Agent, and the other parties thereto, and the other parties joined thereto ~~from time to time~~, including but not limited to the Administrative Agent, in each case, as may be amended or otherwise modified from time to time.

“Interest” means, for any Interest Period and each Loan outstanding during such Interest Period, interest on the Principal Amount of such Loan computed pursuant to Section 2.07; provided, however, that (i) no provision of this Agreement shall require or permit the collection of Interest in excess of the Maximum Lawful Rate and (ii) no portion of any payment of Interest shall be considered to have been paid by any distribution if at any time such distribution is rescinded or must otherwise be returned for any reason.

“Interest Period” means, (i) as to the initial Payment Date, the period beginning on, and including, the Closing Date and ending on, and including, the last day of May 31, 2021 and (ii) as to any subsequent Payment Date, the period beginning on, and including, the first day of the calendar month immediately preceding such Payment Date and ending on, and including, the last day of such calendar month; provided, that the final Interest Period shall begin on, and include, the first day of the calendar month containing the Facility Termination Date and shall end on the Facility Termination Date.

“Interest Rate” means, with respect to any Loan and any day in an Interest Period, a per annum rate equal to (i) the applicable Alternative Rate on such day plus (ii) the applicable Margin on such day plus (iii) the applicable Step-up Margin.

“Interest Rate Hedge Trigger” means that, as of any Determination Date, the average of the Excess Spread Percentage for such Collection Period and the two preceding Collection Periods is below 16.75%.

“Invested Percentage” means, for a Lender on any day, the percentage equivalent of (i) the sum of (a) the portion of the Loans Outstanding (if any) funded by such Lender on or prior to such day, plus, without duplication, (b) any portion of the Loans Outstanding acquired by such Lender on or prior to such day as an assignee from another Lender pursuant to an Assignment and Acceptance, minus (c) any portion of the Loans Outstanding assigned by such Lender to an

assignee on or prior to such day pursuant to an Assignment and Acceptance, divided by (ii) the aggregate Loans Outstanding on such day.

“Investment” means, with respect to any Person, any direct or indirect loan, advance or investment by such Person in any other Person, whether by means of share purchase, capital contribution, loan or otherwise, and excluding commission, travel and similar advances to officers, employees and directors made in the ordinary course of business, except as permitted under the Basic Documents.

“Investment Company Act” means the Investment Company Act of 1940.

“IRS” means the U.S. Internal Revenue Service.

“Large Branch Receivable” means a Receivable with an initial principal balance at the time of origination that is greater than or equal to \$2,501.

“Legal Final Maturity Date” means the Payment Date falling in the twelfth month following the Revolving Period Termination Date.

“Lender” means (i) any Committed Lender or (ii) any Conduit Lender.

“Lender Advance” has the meaning given to such term in Section 2.01(a).

“Lender Group” means each group of Lenders consisting of (i) if applicable, a group of Conduit Lenders, (ii) an agent for such group of Lenders and (iii) a group of Committed Lenders, whether directly or as assignees of any such Conduit Lender.

“Lender Percentage” means, with respect to a Committed Lender or Conduit Lender, its Commitment as a percentage of the Aggregate Commitment.

“Lender Register” has the meaning given to such term in Section 13.01(d).

“Lender Supplement” means the information set forth in Schedule A to this Agreement with respect to each Lender in a Lender Group relating to payment and notice information and setting forth the identity and related Commitment of each such Lender.

“Level I Trigger Event” means the occurrence of any of the following events on any Determination Date (other than any Determination Date during a Securitization Holiday Period), with respect to the related Collection Period:

(i) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date) exceeds 6.50%;

(ii) the average Extension Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed

since the Closing Date, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date) exceeds 6.00%; or

(iii) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date) exceeds 13.50%.

“Level II Trigger Event” means the occurrence of any of the following events on any Determination Date (other than, solely with respect to clauses (i) through (iv), any Determination Date during a Securitization Holiday Period), with respect to the related Collection Period:

(i) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date) exceeds 8.50%;

(ii) the average Extension Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date) exceeds 7.50%;

(iii) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date) exceeds 16.00%;

(iv) [Reserved];

(v) the average Managed Portfolio Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods exceeds 10.0%;

(vi) the average Managed Portfolio Extension Ratio for such Collection Period and the two preceding Collection Periods exceeds 9.0%; or

(vii) the average of the Managed Portfolio Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods exceeds 17.50%.

“Level III Trigger Event” means the occurrence of any of the following events on any Determination Date (other than, solely with respect to clauses (i) through (iv), any Determination Date during a Securitization Holiday Period), with respect to the related Collection Period:

(i) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date) exceeds 11.00%;

(ii) the average Extension Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date) exceeds 9.00%;

(iii) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date) exceeds 18.50%;

(iv) [Reserved];

(v) the average Managed Portfolio Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods exceeds 12.50%;

(vi) the average Managed Portfolio Extension Ratio for such Collection Period and the two preceding Collection Periods exceeds 10.50%; or

(vii) the average of the Managed Portfolio Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods exceeds 20.00%.

“Liability” means any duty, responsibility, obligation or liability.

“Lien” means any mortgage, lien, pledge, charge, claim, security interest or encumbrance of any kind.

“Liquidation Proceeds” means, for any Collection Period and any Defaulted Receivable, the amount (which shall not be less than zero) received by the Servicer and deposited into the Collection Account after such Receivable became a Defaulted Receivable, in connection with the attempted realization of the full amounts due or to become due under such Receivable, whether from the sale or other disposition of any underlying collateral securing the related Contract, the proceeds of repossession or any collection effort, the proceeds of recourse or similar payments payable in respect of such Receivable, or otherwise, net of any amounts required by Applicable Law to be remitted to the related Obligor and net of any reasonable out-of-pocket expenses (exclusive of overhead) incurred by the Servicer with respect to the collection and enforcement of such Receivable, to the extent not previously reimbursed to the Servicer.

“Liquidity Facilities” means each of the committed loan facilities, lines of credit and other financial accommodations available to a Conduit Lender to support the liquidity of such Conduit Lender’s Commercial Paper Notes.

“Loan” has the meaning given to such term in Section 2.01(a).

“Loans Outstanding” means, on any day, the aggregate Principal Amount of the Loans, made on or prior to such day, reduced from time to time by payments and distributions in respect of principal of the Loans in accordance with the terms hereof.

“Long-Term Rating Requirement” means, with respect to any Person, that such Person has a long-term unsecured debt rating of either not less than “A” by S&P or not less than “A2” by Moody’s.

“Managed Portfolio Aggregate Principal Balance” means, on any date of determination, the aggregate Principal Balances of all Managed Portfolio Receivables on such date.

“Managed Portfolio Annualized Charge-off Ratio” means, with respect to any Determination Date and the related Collection Period, the product of (i) 12 and (ii) the percentage equivalent of a fraction, (a) the numerator of which is the aggregate outstanding Principal Balance (determined for this purpose, with respect to any Managed Portfolio Defaulted Receivable, as if such Managed Portfolio Receivable was not a Managed Portfolio Defaulted Receivable) of all Managed Portfolio Receivables that have become Managed Portfolio Defaulted Receivables during such Collection Period and (b) the denominator of which is the Managed Portfolio Aggregate Principal Balance as of the last day of the previous Collection Period.

“Managed Portfolio Defaulted Receivable” means, any Managed Portfolio Receivable (i) with respect to which a Scheduled Payment thereon remains unpaid for 180 days or more after the related due date for such payment or (ii) which has been charged-off (or should have been charged-off) or is deemed uncollectible in accordance with the Collection Policy. For purposes of computing the Managed Portfolio Aggregate Principal Balance, the Principal Balance of any Managed Portfolio Receivable that becomes a “Managed Portfolio Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Managed Portfolio Defaulted Receivable”.

“Managed Portfolio Delinquency Ratio (60+ Days)” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is equal to the aggregate Principal Balance of all Managed Portfolio Delinquent Receivables (60+ Days) as of the last day of such Collection Period and (ii) the denominator of which is equal to the Managed Portfolio Aggregate Principal Balance as of the last day of such Collection Period.

“Managed Portfolio Delinquent Receivable (60+ Days)” means a Managed Portfolio Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for 60 days or more from the related due date.

“Managed Portfolio Extended Receivable” means, with respect to any Collection Period, any Managed Portfolio Receivable for which the related Obligor’s scheduled payment due date has been extended pursuant to the Collection Policy during such Collection Period.

“Managed Portfolio Extension Ratio” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is the aggregate Principal Balance as of the last day of the Collection Period of all Managed Portfolio Receivables that became Managed Portfolio Extended Receivables during such Collection Period and (ii) the denominator of which is the Managed Portfolio Aggregate Receivables Balance as of the first day of such Collection Period.

“Managed Portfolio Receivable” means a Receivable (without giving effect to the requirement in the definition thereof that the related Contract be included in the Schedule of

Receivables hereto) in Regional Management's loan portfolio with an APR of 36% or less that relates to a Large Branch Receivable, Small Branch Receivable, Convenience Check or Online Originated Receivable, except for (i) auto loan delinquent renewals and (ii) any identified test products.

"Margin" has the meaning set forth in the Fee Letter.

"Master Collection Accounts" has the meaning given to such term in the Intercreditor Agreement.

"Master Deposit Account" means the deposit account governed by the Master Deposit Account Control Agreement.

"Master Deposit Account Control Agreement" means ~~the Fourth, collectively, (A) the Fifth~~ Amended and Restated Deposit Account Control Agreement, dated as of ~~September 20, 2019~~ the Amendment No. 7 Effective Date, among Regional Management, ~~Wells Fargo Bank, National Association~~ BMO, as collateral agent, Wells Fargo Bank, National Association, as depository bank, and the other parties thereto; and (B) that certain Deposit Account Control Agreement, dated as of the Amendment No. 7 Effective Date, among Regional Management, BMO, as collateral agent and BMO, as depository bank, and the other parties thereto, in each case, as may be amended or otherwise modified from time to time.

"Master Subservicing Agreement" means the agreement, dated as of May 15, 2023, between the Servicer and each Subservicer.

"Material Adverse Effect" means, with respect to any Person and to any event or circumstance, a material adverse effect on (i) the business, condition (financial or otherwise), operations, performance, properties or prospects of such Person, (ii) the validity, enforceability or collectability of this Agreement or any other Basic Document or the validity, enforceability or collectability of a material portion of (a) the Contracts, (b) the Receivables or (c) any other Collateral, (iii) the rights and remedies of the Secured Parties under the Basic Documents, (iv) the ability of such Person to perform its obligations under this Agreement or any other Basic Document to which it is a party or (v) the status, existence, perfection, priority or enforceability of the interest of the Administrative Agent or the Lenders in the Collateral.

"Maturity Date" means the earliest to occur of (i) the date that is twelve (12) months after the last Scheduled Payment, (ii) the Legal Final Maturity Date and (iii) the deemed occurrence or declaration of the Maturity Date under Section 10.01(b).

"Maximum Lawful Rate" means the highest rate of interest permissible under Applicable Law.

"Member" means Regional Management, as the member of the Borrower.

"Modified Contract" means, with respect to a Receivable, the related Contract (i) which at any time, was in default and which default was cured by adjusting or amending the contract terms or accepting a reduced payment, other than a Contract that was modified in connection with an insolvency proceeding under Chapter 13 of the Bankruptcy Code, or (ii) for which the

APR, the number or amount of the Scheduled Payments or Principal Balance was amended or otherwise modified at any time.

“Monthly Loan Tape” means a data tape, which shall include with respect to each Receivable (i) the related Contract identification number, (ii) the identity of the related Originator, (iii) the current Principal Balance, (iv) the current number of days such Receivable is delinquent, (v) whether or not the related Obligor is a debtor in bankruptcy, (vi) the next payment date, (vii) the remaining term to maturity, (viii) the current maturity date, (ix) the original maturity date, (x) the number of extensions, (xi) the date of Contract (origination date), (xii) the funding date, (xiii) the original interest rate, (xiv) the current interest rate, (xv) the original monthly payment amount, (xvi) the current monthly payment amount, (xvii) the original principal balance (amount financed), (xviii) the original term to maturity, (xix) the State in which the related Obligor has a mailing address, (xx) either the FICO® Score or the VantageScore at origination, as applicable and (xxi) any other information reasonably requested by a Lender to be included therein.

“Monthly Principal Payment Amount” means, with respect to any Payment Date, the amount (or such lesser amount as then available pursuant to Section 2.08(a)(iii)), if any, necessary to reduce the Loans Outstanding so that they equal the Borrowing Base as of such Payment Date.

“Monthly Recoveries” means, without duplication, with respect to any Receivable, any amounts (up to the aggregate principal balance of such Receivable that has been charged off in accordance with the Collection Policy) actually collected that, in accordance with the Collection Policy in effect at the time of such collection, constitute recoveries of amounts that were previously charged off with respect to such Receivable.

“Monthly Report” means, with respect to any Payment Date and the related Collection Period, a monthly statement of the Servicer delivered on each Reporting Date with respect to such Collection Period, in substantially the form of Exhibit H, which may be modified from time to time as mutually agreed by the Servicer, the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

“Moody’s” means Moody’s Investors Service, Inc.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA which is or was at any time during the current year or the immediately preceding five years contributed to by the Borrower or any ERISA Affiliate on behalf of its employees.

“Non-Defaulting Group” has the meaning given to such term in Section 2.02(d).

“Non-Defaulting Group Funding Date” means, with respect to a request by the Borrower to the Non-Defaulting Groups to fund the Borrowing Deficit in accordance with Section 2.02(d), the second Business Day following the date of such request.

“North Carolina Receivables” means, as of any date of determination, (i) the Receivables originated by Regional Finance Corporation of North Carolina and contributed to the Trust pursuant to the Transfer and Contribution Agreement from time to time, and (ii) the Receivables

originated by the applicable Bank Originator in North Carolina and/or the Bank Originator Program Documents, and in each case, allocated to the 2021-1B SUBI pursuant to the 2021-1B SUBI Supplement as of such date, as evidenced by the 2021-1B SUBI Certificate.

“Nortridge Loan System” means a third-party technology platform on which the Regional Management Entities’ underwriting, servicing and collection activity are logged and maintained and which is integrated into the Regional Management Entities’ information technology infrastructure.

“Obligations” means all loans, advances, debts, liabilities, indemnities and obligations for monetary amounts owing by the Borrower to the Secured Parties, the Agents, the Backup Servicer, the Account Bank or any of their respective assigns, whether due or to become due, matured or unmatured, liquidated or unliquidated, contingent or non-contingent and all covenants and duties regarding such amounts, of any kind or nature, present or future, arising under or in respect of the Loans or any Hedging Agreement, whether or not evidenced by any separate note, agreement or other instrument, including all principal, interest (including interest that accrues after the commencement against the Borrower of any action under the Bankruptcy Code), amounts payable pursuant to Sections 2.13 and 2.14, Breakage Costs, Hedge Breakage Costs, fees, including any and all arrangement fees, loan fees, Interest and Unused Commitment Fee and any and all other fees, expenses, indemnities, costs or other sums (including attorneys’ fees and disbursements) chargeable to the Borrower under the Basic Documents.

“Obligor” means each Person obligated to make payments on or pursuant to a Receivable, including any guarantor thereof.

“OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control.

“Officer’s Certificate” means a certificate signed by any officer of the Borrower, the Servicer, an Originator, the Backup Servicer or any other Person, as the case may be, and delivered to the Administrative Agent or any other party hereto as required by this Agreement.

“Online Originated Receivable” means a Receivable that is not a Branch Assisted Electronic Receivable, with respect to which the loan is originated online and the related loan documentation is signed using DocuSign, Inc. technology, or, with respect to a Bank Originated Receivable, using such Bank Originator’s proprietary software, in each case, in accordance with the Credit Policy.

“Opinion of Counsel” means, with respect to any Person, a written opinion of counsel, who is reasonably acceptable to the Administrative Agent or the party hereto that is the recipient of such written opinion of counsel.

“Originator” means each of (i) Regional Finance Corporation of Alabama, an Alabama corporation, (ii) Regional Finance Company of Arizona, LLC, a Delaware limited liability company, (iii) Regional Finance Company of California, LLC, a Delaware limited liability company, (iv) Regional Finance Company of Georgia, LLC, a Delaware limited liability company, (v) Regional Finance Company of Idaho, LLC, a Delaware limited liability company, (vi) Regional Finance Company of Illinois, LLC, a Delaware limited liability company, (vii) Regional Finance Company of Indiana, LLC, a Delaware limited liability company, (viii)

Regional Finance Company of Louisiana, LLC, a Delaware limited liability company, (ix) Regional Finance Company of Mississippi, LLC, a Delaware limited liability company, (x) Regional Finance Company of Missouri, LLC, a Delaware limited liability company, (xi) Regional Finance Company of New Mexico, LLC, a Delaware limited liability company, (xii) Regional Finance Corporation of North Carolina, a North Carolina corporation, (xiii) Regional Finance Company of Oklahoma, LLC, a Delaware limited liability company, (xiv) Regional Finance Corporation of South Carolina, a South Carolina corporation, (xv) Regional Finance Corporation of Tennessee, a Tennessee corporation, (xvi) Regional Finance Corporation of Texas, a Texas Corporation, (xvii) Regional Finance Company of Utah, LLC, a Delaware limited liability company, (xviii) Regional Finance Company of Virginia, LLC, a Delaware limited liability company, (xix) Regional Finance Corporation of Wisconsin, a Wisconsin corporation, (xx) each Bank Originator, and (xxi) any other entity approved in writing by the Administrative Agent and the Required Lenders (a copy of which the Servicer shall provide to each Rating Agency, if any) that becomes a party to a First Tier Master Purchase Agreement pursuant to a joinder thereto.

“Other Connection Taxes” means, with respect to any Secured Party, Taxes imposed as a result of a present or former connection between such Secured Party and the jurisdiction imposing such Tax (other than connections arising from such Secured Party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Basic Document, or sold or assigned an interest in any Loan or Basic Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Basic Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“Other Warehouse Facilities” means (i) the Credit Agreement, dated as of April 28, 2021, by and among Regional Management Receivables V, LLC as borrower, Regional Management, as servicer, the lenders and agents from time to time party thereto, Computershare Trust Company, National Association, as account bank and backup servicer and JPMorgan Chase Bank, National Association, as administrative agent, (ii) the Credit Agreement, dated as of February 2, 2023, by and among Regional Management Receivables VI, LLC as borrower, Regional Management, as servicer, the lenders and agents from time to time party thereto, Computershare Trust Company, National association, as ~~securities intermediary and~~ backup servicer and Regions Bank, as administrative agent and securities intermediary, (iii) the Credit Agreement, dated as of April 3, 2023, by and among Regional Management Receivables VII, LLC as borrower, Regional Management, as servicer, the lenders and agents from time to time party thereto, Computershare Trust Company, National association, as securities intermediary and backup servicer and BMO Capital Markets Corp., as administrative agent and (iv) any other warehouse facility that a Special Purpose Affiliate may enter into from time to time, in each case as amended, amended and restated, supplemented or otherwise modified from time to time.

“Owner of Record” means the owner of an Authoritative Copy (in the case of an Electronic Contract that constitutes Electronic Chattel Paper) or an electronically authenticated

original record of an executed Contract (in the case of an Electronic Contract that does not constitute Electronic Chattel Paper), which, within the Electronic Vault System, (i) is the Borrower, with respect to all Receivables that are not North Carolina Receivables, or Receivables originated by the applicable Bank Originator and (ii) is the Trust, with respect to all North Carolina Receivables (other than North Carolina Receivables that are originated by the applicable Bank Originator).

“Owners” means the Lenders that are owners of record of the Loans or, with respect to any Loans held by an Agent hereunder as nominee on behalf of Lenders in the related Lender Group, the Lenders that are beneficial owners of such Loans as reflected on the books of such Agent in accordance with this Agreement and the other Basic Documents.

“Participant Register” has the meaning given to such term in Section 13.01(g).

“Patriot Act” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

“Payment Date” means the 15th day of each calendar month or, if any such day is not a Business Day, the next succeeding Business Day (provided that the first Payment Date will be June 15, 2021).

“Pension Plans” means “employee pension benefit plans”, as such term is defined in Section (2) of ERISA, maintained by any Person, or in which employees of such Person are entitled to participate, as from time to time in effect.

“Periodic Term SOFR Determination Day” has the meaning assigned thereto in the definition of “Term SOFR”.

“Permitted Investments” means any of the following types of investments:

- (i) marketable obligations of the United States, the full and timely payment of which are backed by the full faith and credit of the United States and which have a maturity of not more than 270 days from the date of acquisition;
- (ii) bankers’ acceptances and certificates of deposit and other interest-bearing obligations (in each case having a maturity of not more than 270 days from the date of acquisition) denominated in Dollars and issued by any bank with capital, surplus and undivided profits aggregating at least \$100,000,000, the short-term obligations of which meet or exceed the Short-Term Rating Requirement;
- (iii) repurchase obligations with a term of not more than ten days for underlying securities of the types described in clauses (i) and (ii) above entered into with any bank of the type described in clause (ii) above;
- (iv) commercial paper rated at least “A-1” by S&P and “Prime-1” by Moody’s;

(v) money market funds registered under the Investment Company Act having a rating, at the time of such investment in the highest rating category by Moody's and S&P (including funds for which the Account Bank or its Affiliates is investment manager or advisor);

(vi) demand deposits, time deposits or certificates of deposit (having original maturities of no more than 365 days) of depository institutions or trust companies incorporated under the laws of the United States or any State (or domestic branches of any foreign bank) and subject to supervision and examination by federal or State banking or depository institution authorities; provided, however, that at the time such investment, or the commitment to make such investment, is entered into, the short-term debt rating of such depository institution or trust company meets or exceeds the Short-Term Rating Requirement; and

(vii) any other investments approved in writing by the Administrative Agent (acting at the direction of the Required Lenders); provided, that each of the Permitted Investments may be purchased from the Account Bank or through any Affiliate of the Account Bank.

"Permitted Liens" means (i) Liens in favor of the Borrower created pursuant to the Second Tier Purchase Agreement, (ii) Liens in favor of the Trust in respect to the North Carolina Receivables, (iii) Liens in favor of any Agent or the Administrative Agent, as agent for the Secured Parties created pursuant to this Agreement or any other Basic Document, (iv) mechanics' and other statutory Liens arising by operation of law with respect to a Hard Secured Receivable and (v) Liens for taxes and assessments not yet due or for taxes which the Borrower is contesting in good faith and by appropriate legal proceedings the validity, applicability or amount thereof and such contest does not materially endanger any right or interest of the Secured Parties under the Basic Documents.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, trust (including a business or statutory trust), unincorporated association, sole proprietorship, joint venture, government (or any agency or political subdivision thereof) or other entity.

"Plan Assets" has the meaning given to such term in Section 3(42) of ERISA.

"Precompute Receivable" means any Receivable or Managed Portfolio Receivable for which the related Contract is reflected as a precompute loan on the records of the Servicer or the applicable Subservicer.

"Precomputed Interest Method" means the method in which the debt is expressed as the sum of the original principal amount plus the finance charge computed in advance, assuming all payments will be made when scheduled.

"Prepayment Notice" means a written notice from the Borrower to the Administrative Agent, the Agents, the Account Bank and each Hedge Counterparty, if any, notifying such parties of its intent to prepay all or any portion of the Loans Outstanding in accordance with Section 2.06, substantially in the form of Exhibit K hereto.

“Prime Rate” means, for any date of determination, the rate of interest most recently announced by the Administrative Agent from time to time as its prime commercial rate for Dollar-denominated loans made in the United States.

“Principal Amount” means, with respect to any Loan, the aggregate amount advanced by the Lenders on the Funding Date in respect of such Loan.

“Principal Balance” means, as of any determination date with respect to (a) a Receivable or Managed Portfolio Receivable other than a Precompute Receivable, the outstanding principal balance of such Receivable or Managed Portfolio Receivable and (b) a Receivable or Managed Portfolio Receivable that is a Precompute Receivable, the calculated principal balance of such Precompute Receivable, which is the result of (x) the remaining unpaid amount due in respect of such Precompute Receivable minus (y) the unearned interest on such Precompute Receivable calculated on an accrual basis; provided, that in the case of (a) and (b) the principal balance of such Receivable or Managed Portfolio Receivable is measured as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date), or with respect to any Receivables transferred to the Borrower after such Determination Date, as of the related Cutoff Date, provided, that the Principal Balance of any Receivable or Managed Portfolio Receivable, a portion of which has been charged-off in accordance with the Collection Policy, shall be reduced by the portion so charged-off; provided, further, the Principal Balance of any Receivable that becomes a “Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Defaulted Receivable” and the Principal Balance of any Managed Portfolio Receivable that becomes a “Managed Portfolio Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Managed Portfolio Defaulted Receivable”.

“Qualified Institution” means any depository institution or trust company organized under the laws of the United States or any State (or any domestic branch of a foreign bank) that either (i)(1) meets, or the parent of which meets, either (A) the Long-Term Rating Requirement or (B) the Short-Term Rating Requirement and (2) whose deposits are insured by the Federal Deposit Insurance Corporation or (ii) is otherwise approved by the Administrative Agent in writing. Notwithstanding the foregoing, Computershare, any entity that purchases the corporate trust department of Computershare or such purchasing entity’s designee or agent shall be considered a Qualified Institution for purposes of this definition so long as the unsecured, unguaranteed senior debt securities of Computershare, the entity that purchases such department or such purchasing entity’s designee or agent, as the case may be, shall have a credit rating from each of Moody’s and S&P in one of its generic crediting rating categories that signifies investment grade.

“Rating Agency” means, as of any date of determination, each nationally recognized statistical rating organization then rating any Loan or any related Credit Facility or Liquidity Facility provided to a Conduit Lender with respect to any Loan, in each case, at the request of the Borrower or any Secured Party.

“Ratings Request” means a written request by an Agent to the Borrower and the Servicer, stating that the related Agent intends to request that a nationally recognized statistical rating organization publicly issue a Required Rating to the transactions contemplated by this

Agreement that reasonably reflects the economics and credit of the Loans at the time of such request.

“Receivable” means Indebtedness owed to an Originator or the Borrower by an Obligor (without giving effect to any transfer hereunder) under a Contract included in the Schedule of Receivables, whether in tangible or electronic form and whether constituting an account, chattel paper, instrument or general intangible, arising out of or in connection with a non-revolving personal loan made by such Originator, and includes the right of payment of any finance charges and other obligations of the Obligor with respect thereto. Notwithstanding the foregoing, once the Administrative Agent has released its security interest in a Receivable and the related Contract in accordance with the terms of this Agreement, such Receivable shall no longer be a Receivable hereunder.

“Receivable File” means, with respect to each Receivable, (i)(w) in the case of a Contract (other than an Electronic Contract or a Convenience Check), the original fully executed Contract, including, in the case of a Contract which has been Exported, the physical rendering of the related Electronic Contract produced upon Export, together with the related document history report, (x) in the case of an Electronic Contract that constitutes Electronic Chattel Paper, a single Authoritative Copy of the executed Contract; (y) in the case of an Electronic Contract that does not constitute Electronic Chattel Paper, the electronically authenticated original record of the executed Contract and (z) in the case of a Convenience Check, a copy of the Contract, and (ii) any additional original executed documents, if any, evidencing a modification to any of the foregoing documents, whether executed physically or electronically and whether maintained in tangible or electronic form; provided, that with respect to clauses (i)(x) and (i)(y), the Electronic Contract is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent (for the benefit of the Secured Parties) in the Electronic Vault pursuant to Section 7.03(l)(ii) hereof.

“Records” means, with respect to any Contract, all documents, books, records and other information (including computer programs, tapes, disks, punch cards, data processing software and related property and rights) maintained with respect to any related item of Collateral and the related Obligor.

“Regional Local Bank Account” has the meaning given to such term in the Intercreditor Agreement.

“Regional Management” has the meaning given to such term in the Preamble.

“Regional Management Entities” means Regional Management, the Borrower and the Originators (other than a Bank Originator).

“Regulation AB” means Regulation AB under the Securities Act.

“Regulatory Change” means (i) the adoption or any change therein after the date hereof of any Applicable Law, rule or regulation (including any applicable law, rule or regulation regarding capital adequacy or liquidity coverage) or (ii) any change after the date hereof in the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof, or compliance with any request or directive (whether or

not having the force of law) of any such Governmental Authority; provided, that for purposes of this definition, (a) the Risk-Based Capital Requirements, (b) the Dodd-Frank Act, Basel II, Basel III, the Volcker Rule and all requests, rules, guidelines or directives thereunder, issued in connection therewith or in implementation thereof, and (c) all requests, rules, guidelines and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, shall in each case be deemed to be a “Regulatory Change”, regardless of the date enacted, adopted, issued or implemented.

“Release Amount” means, as of the related Release Date, the aggregate Release Price deposited for a retransfer of Receivables under Section 5.04 and 7.03(c) and the aggregate Defaulted Receivable Release Price deposited for a retransfer of Defaulted Receivables under Section 5.04(e).

“Release Date” means a Payment Date specified by the Borrower in connection with the retransfer of the Receivables under Section 5.04 or 7.03(c).

“Release Price” means an amount equal to the Principal Balance of a Receivable to be retransferred pursuant to Section 5.04, plus accrued and unpaid interest on such Receivable (at the related APR) through the date of repurchase and all related Breakage Costs and all Hedge Breakage Costs due to the relevant Hedge Counterparties for any termination in whole or in part of one or more Hedge Transactions related to the relevant Hedging Agreement, as required by the terms of any Hedging Agreement; *provided*, that the Release Price with respect to any Defaulted Receivable shall be determined as if such Receivable were not a Defaulted Receivable.

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

“Report Failure Period” has the meaning given to such term in the Intercreditor Agreement.

“Reporting Date” means, with respect to any Payment Date, the third Business Day prior to such Payment Date.

“Required Cash Reserve Percentage” means (i) 1.00% or (ii) for any Payment Date on or after the Revolving Period Termination Date on which the Servicer shall have been directed to withdraw all amounts on deposit in the Reserve Account in accordance with Section 2.11(c), 0%.

“Required Legend” shall mean a watermark notation applied by the Electronic Vault System to every page of an Electronic Contract that reads “Wells Fargo Bank, National Association, as Administrative Agent, acting solely for the benefit of the Secured Parties, as secured party and assignee”.

“Required Lenders” means, at any time, (i) prior to the date on which the Commitments of the Committed Lenders terminate pursuant to the terms of this Agreement, Lenders holding Commitments representing 66 2/3% of the Aggregate Commitment or (ii) thereafter, Lenders representing 66 2/3% of the Loans Outstanding.

“Required Rating” means a rating of the transaction contemplated by this Agreement of at least “investment grade” from a nationally recognized statistical rating organization selected by the Required Lenders and reasonably acceptable to the Borrower.

“Requirements of Law” means, with respect to any Person, any law, treaty, rule or regulation, or order or determination of a Governmental Authority, in each case applicable to or binding upon such Person or to which such Person is subject, whether federal, State or local (including usury laws, the Federal Truth-in-Lending Act, Regulations U and T of the Federal Reserve Board and Regulations B, X and Z of the CFPB).

“Reserve Account” means a segregated trust account caused to be established or established by the Servicer with the Account Bank for the benefit of the Secured Parties.

“Reserve Account Amount” means, on any day, the amount on deposit in the Reserve Account.

“Reserve Account Required Amount” means, on any date of determination, the product of (a) the Required Cash Reserve Percentage and (b) the Eligible Pool Balance.

“Reserve Account Withdrawal Amount” means, with respect to any Payment Date (i) on which an Available Funds Shortfall exists, an amount equal to the lesser of (a) the Reserve Account Amount and (b) the Available Funds Shortfall, (ii) following the Revolving Period Termination Date, amounts to be withdrawn from the Reserve Account under Section 2.11(c) on such Payment Date, (iii) following the occurrence of an Event of Default that has not been waived by the Administrative Agent (acting at the direction of the Required Lenders), the Reserve Account Amount, and (iv) on any other Payment Date, zero.

“Responsible Officer” means, when used with respect to any Person, any officer of such Person (within the Corporate Trust Services department of such Person in the case of the Backup Servicer and the Account Bank), including any president, vice president, assistant vice president, treasurer, secretary, assistant secretary, corporate trust officer or any other officer thereof customarily performing functions similar to those performed by the individuals who at the time shall be such officers, respectively, or to whom any matter is referred because of such officer’s knowledge of or familiarity with the particular subject, and, in each case, having direct responsibility for the administration of this Agreement.

“Revolving Period” means the period commencing on the Closing Date and ending on the Revolving Period Termination Date.

“Revolving Period Termination Date” means the earlier to occur of (i) the Scheduled Commitment Termination Date and (ii) a Facility Amortization Event.

“Risk-Based Capital Requirements” means the United States bank regulatory rule titled Risk-Based Capital Guidelines; Capital Adequacy Guidelines; Capital Maintenance: Regulatory Capital; Impact of Modification to Generally Accepted Accounting Principles; Consolidation of Asset-Backed Commercial Paper Programs; and Other Related Issues, adopted on December 15, 2009 by the Financial Accounting Standard Board.

“S&P” shall mean S&P Global Ratings, or any successor thereto.

“Sanctions” means individually and collectively, any and all economic or financial sanctions, trade embargoes and anti-terrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC), the U.S. State Department, the U.S. Department of Commerce, or through any existing or future Executive Order; (b) the United Nations Security Council; (c) the European Union; (d) the United Kingdom; or (e) any other governmental authorities with jurisdiction over the Borrower, the Servicer and their respective Affiliates.

“Sanctioned Target”: Any individual, entity, group, sector, territory, or country that is the target of any Sanctions, including without limitation, any legal entity that is deemed to be a target of Sanctions based on the direct or indirect ownership or control of such entity by any other Sanctioned Target(s).

“Schedule of Receivables” means the schedule of Receivables attached hereto as Schedule C, as updated from time to time in connection with each Funding Request or substitution of Receivables, as applicable.

“Scheduled Payments” means regularly scheduled monthly payments to be made by an Obligor pursuant to the terms of the related Contract.

“Scheduled Commitment Termination Date” means May 19, 2026 (or, if such day is not a Business Day, the immediately preceding Business Day), or such later date to which the Scheduled Commitment Termination Date may be extended upon the written agreement of the Borrower, the Servicer, the Lenders, the Agents and the Administrative Agent.

“SEC” means the U.S. Securities and Exchange Commission.

“Second Tier Purchase Agreement” means the Second Tier Purchase Agreement, dated as of the Closing Date, between Regional Management and the Borrower.

“Secured Party” means (i) the Administrative Agent, (ii) each Lender and (iii) each Hedge Counterparty.

“Securities Act” means the Securities Act of 1933.

“Security Agreement” means the ~~Third~~Fourth Amended and Restated Security Agreement, dated as of ~~December 17, 2021~~the Amendment No. 7 Effective Date, among Regional Management, ~~Regional Management Receivables II, LLC~~the Borrower, Regional Management Receivables V, LLC, Regional Management Receivables VI, LLC, Regional Management Receivables VII, LLC, the Borrower, the borrowers under the Senior Revolver, Regional Management Issuance Trust ~~2019-1~~Regional Management Issuance Trust 2020-1, ~~Regional Management Issuance Trust 2021-1~~Regional Management Issuance Trust 2021-1, Regional Management Issuance Trust 2021-2, Regional Management Issuance Trust 2021-3, Regional Management Issuance Trust 2022-1 and Regional Management Issuance Trust ~~2022-2B~~2024-1, Regional Management Issuance Trust 2024-2, Regional Management Issuance Trust 2025-1, Credit Recovery Associates, Inc. and

Upstate Motor Company, as guarantors, ~~Wells Fargo Bank, National Association~~, BMO, as collateral agent, and the other parties joined thereto from time to time, including without limitation, the Borrower, in each case as may be amended or otherwise modified from time to time.

“Securitization” means any (i) securitization transaction undertaken by the Borrower or a Special Purpose Affiliate that is secured, directly or indirectly, by all or a portion of the Receivables, (ii) sale or other transfer by the Borrower or a Special Purpose Affiliate of all or a portion of the Receivables in connection with a “Securitization” as defined in clause (i) and in accordance with Section 2.15(a)(iii), (iii) sale or other transfer by the Borrower or a Special Purpose Affiliate of all or a portion of the Receivables, or (iv) other asset financing, secured loan or similar transaction involving all or a portion of the Receivables, in accordance with Section 2.15.

“Securitization Date” means the date upon which a Securitization is consummated.

“Securitization Date Certificate” means a certificate delivered by an Authorized Officer of the Servicer on the Securitization Date indicating that the requirements set forth in this Agreement for a Securitization has been satisfied.

“Securitization Holiday Period” means (i) with respect to the Delinquency Ratio (60+ Days), the period beginning on the Collection Period in which a Securitization Date occurs, if after giving effect to the related Securitization, the Loans Outstanding are equal to or less than \$12,500,000.00, and ending on the earlier to occur of (1) the last day of the second Collection Period following the Collection Period in which such Securitization Date occurred and (2) the Loans Outstanding are greater than \$12,500,000.00 and the Borrower requests a Lender Advance pursuant to Section 2.01(a) hereunder, and (ii) with respect to the Extension Ratio and the Annualized Charge-off Ratio, the period beginning on the Collection Period in which a Securitization Date occurs, if after giving effect to the related Securitization, the Loans Outstanding are equal to or less than \$12,500,000.00, and ending on the earlier to occur of (1) the last day of the second Collection Period following the Collection Period in which such Securitization Date occurred and (2) the Loans Outstanding are greater than \$12,500,000.00 and the Borrower requests a Lender Advance pursuant to Section 2.01(a) hereunder, provided, that for purposes of calculating the Delinquency Ratio (60+ Days), the Extension Ratio and the Annualized Charge-off Ratio following the Securitization Holiday Period, the calendar months that occur during the Securitization Holiday Period will be excluded from such calculation.

“Securitization Release” means a release executed pursuant to Section 2.15, substantially in the form of Exhibit G.

“Senior Hedge Breakage Costs” means, with respect to any Hedge Transaction, any amount payable by the Borrower to the related Hedge Counterparty upon the early termination of such Hedge Transaction or any portion thereof for any reason other than any event of default under the related Hedging Agreement for which the related Hedge Counterparty is the defaulting party.

“Senior Interest” means, for any Payment Date and any Loan, all Interest payable in respect of such Loan on that Payment Date, other than any Interest payable in respect of such Loan as a result of the application of the Step-Up Margin on such Payment Date.

“Senior Revolver” means the ~~Seventh Amended and Restated~~ Loan and Security Agreement, dated as of ~~September 20, 2019~~the Amendment No. 7 Effective Date, among the financial institutions named as lenders therein, ~~Wells Fargo Bank, National Association~~BMO, as agent, Regional Management and the other borrowers party thereto from time to time, and certain affiliates of Regional Management, as guarantors, and the other guarantors party thereto from time to time, as ~~amended by the First Amendment to the Seventh Amended and Restated Loan and Security Agreement, dated as of October 15, 2020~~may be amended or otherwise modified from time to time.

“Servicer” has the meaning given to such term in the Preamble.

“Servicer Basic Documents” means all Basic Documents to which the Servicer is a party or by which it is bound.

“Servicer File” means, with respect to a Receivable, each of the following documents: (i) application of the Obligor for credit; (ii) a copy (but not the original) of the Contract and any modifications or amendments thereto; provided however, if such documents constitute Electronic Contracts, originals or copies thereof may be accessible via the Electronic Vault System or via the Nortridge Loan System; and (iii) such other documents as the Servicer customarily retains in its files in order to accomplish its duties under this Agreement; provided, that in each case such documents may be in either tangible or electronic form and, further provided that, certificates of title that are issued electronically may be held by a third party electronic title lienholder.

“Servicer Termination Event” has the meaning given to such term, on any day (i) prior to the Assumption Date, in Section 7.13 and (ii) on and after the Assumption Date, in Section 7.16(e).

“Servicer Termination Notice” has the meaning given to such term in Section 7.13.

“Servicing Centralization Event” means the occurrence of either (a) Regional Management fails to have a Tangible Net Worth of at least \$150,000,000 as of any Determination Date or (b) a Level I Trigger Event, followed by the delivery of written notice from the Administrative Agent (acting at the direction of the Required Lenders) to the Servicer, the Borrower and the Backup Servicer that the activities described on Schedule G should go into effect.

“Servicing Fee” means the fee payable to the Servicer on each Payment Date, monthly in arrears in accordance with Section 2.08, in an amount equal to the product of (i) the Servicing Fee Rate, (ii) the aggregate Principal Balance of all Receivables as of the first day of the related Collection Period and (iii) 1/12.

“Servicing Fee Rate” means (a) with respect to the initial Servicer, 4.00% per annum, and (b) with respect to any Successor Servicer, the rate determined in the manner set forth in Section

7.16(a), which rate the Successor Servicer shall provide prompt written notice of to the Rating Agencies, if any.

“Short-Term Rating Requirement” means, with respect to any Person, that such Person has a short-term unsecured debt rating of either not less than “A-1” by S&P or not less than “Prime-1” by Moody’s.

“Simple Interest Method” means the method of allocating a fixed level payment to principal and interest, pursuant to which the portion of such payment that is allocated to interest is equal to the product of the fixed rate of interest multiplied by the unpaid principal balance multiplied by the period of time elapsed since the preceding payment of interest was made.

“Small Branch Receivable” means a Receivable with an initial principal balance at the time of origination that is less than or equal to \$2,500.

“SOFR” means, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator for such U.S. Government Securities Business Day, published by the SOFR Administrator on the SOFR Administrator’s Website on such U.S. Government Securities Business Day.

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

“SOFR Administrator’s Website” means the SOFR Administrator’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Loan” means any Loan bearing interest at a rate based on Adjusted Term SOFR.

“Solvent” means, with respect to any Person at any time, having a state of affairs such that (i) the fair value of the property owned by such Person is greater than the amount of such Person’s liabilities (including the amount of any known disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated for purposes of Section 101(32) of the Bankruptcy Code; (ii) the present fair salable value of the property owned by such Person in an orderly liquidation of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured; (iii) such Person is able to realize upon its property and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business; (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to generally pay as such debts and liabilities mature; and (v) such Person is not engaged in business or a transaction, and is not about to engage in a business or a transaction, for which such Person’s property would constitute unreasonably small capital in relation to such business or transaction.

“Special Purpose Affiliate” means any special purpose entity that is an Affiliate of the Borrower and was created for the purpose of one or more Securitizations.

“State” means any state of the United States or the District of Columbia.

“Step-Up Margin” has the meaning set forth in the Fee Letter.

“SUBI” has the meaning given to such term in the Trust Agreement.

“SUBI Certificate” has the meaning given to such term in the Trust Agreement.

“Subordinated Hedge Breakage Costs” means with respect to any Hedge Transaction, any amount payable by the Borrower to the related Hedge Counterparty upon the early termination of such Hedge Transaction or any portion thereof as a result of any event of default under the related Hedging Agreement for which the related Hedge Counterparty is the defaulting party.

“Subordinate Interest” means, for any Payment Date and any Loan, any Interest payable in respect of such Loan as a result of the application of the Step-Up Margin on such Payment Date.

“Subsequent Loan” means each Loan made following the Initial Loan.

“Subsequent Receivable” means each Receivable that becomes a part of the Collateral on a Funding Date other than the Funding Date relating to the Initial Loan.

“Subservicer” means each subservicer and subcustodian appointed by the Servicer and acceptable to the Administrative Agent and the Required Lenders for the servicing and administration of some or all of the Receivables which, as of the Closing Date, are identified on Schedule E, which schedule may be amended from time to time in accordance with this Agreement.

“Subsidiary” means, with respect to a Person, any entity with respect to which more than 50.0% of the outstanding voting securities or other ownership interests shall at any time be owned or controlled, directly or indirectly, by such Person and/or one or more of its Subsidiaries, or any similar business organization which is so owned or controlled.

“Substitute Receivable” means one or more Eligible Receivables not previously a part of the Collateral, substituted for a Receivable pursuant to Section 5.04, each having characteristics substantially similar, and in no event less favorable to the Secured Parties in any respect, than the affected Receivables being so substituted, without the consent of the Administrative Agent (acting at the direction of the Required Lenders).

“Successor Servicer” means the Backup Servicer, as successor to the Servicer, or another entity appointed pursuant to Section 7.14(b) as successor to the Servicer.

“System Description” shall mean the written description of the Electronic Vault System, attached hereto as Exhibit L.

“Tangible Net Worth” means, with respect to Regional Management on a consolidated basis, as of the Determination Date, its net worth calculated in accordance with GAAP, after subtracting therefrom the aggregate amount of its intangible assets (other than deferred tax

assets), including goodwill, franchises, licenses, patents, trademarks, tradenames, copyrights and service marks.

“Tax” or “Taxes” means any present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), charges, assessments or fees of any nature (including interest, penalties and additions thereto) that are imposed by any Governmental Authority.

“Term SOFR” means,

(a) for any calculation with respect to a SOFR Loan for the applicable Interest Period, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; *provided, however*, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR for the applicable Interest Period will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan for the applicable Interest Period, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Base Rate Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; *provided, however*, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR for the applicable Interest Period will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) as administrator of the Term SOFR Reference Rate (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“Term SOFR Reference Rate” means the forward-looking term rate based on SOFR.

“Test Data File” means a test data file, which shall include the loan master file, the transaction history file and all other files necessary to carry out the servicing obligations hereunder.

“Third Party Allocation Agent” means Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, acting through its Corporate Trust Services division, in such capacity under the Intercreditor Agreement.

“Three Month Average Excess Spread Percentage” means, as of any date of determination, the average of the Excess Spread Percentages for the three Collection Periods immediately preceding such date.

“Titled Asset” shall mean a motor vehicle, boat, recreational vehicle, camper, trailer, motorcycle, all-terrain vehicle or other asset for which, under applicable State law, a certificate of title is issued and any security interest therein is required to be perfected by notation on such certificate of title or recorded with the relevant Governmental Authority that issued such certificate of title.

“Transfer and Contribution Agreement” means the Transfer and Contribution Agreement, dated as of June 20, 2017, between Regional Finance Corporation of North Carolina and the Trust, as amended by the Omnibus Amendment, dated August 18, 2020, and the Omnibus Amendment, dated as of April 14, 2021.

“Transition Expenses” has the meaning given to such term in Section 7.14(d).

“Trust” means the Regional Management North Carolina Receivables Trust, Delaware statutory series trust formed by Wilmington Trust, National Association, pursuant to the certificate of formation filed with the Delaware Secretary of State on June 16, 2017.

“Trust Agreement” shall mean the Second Amended and Restated Trust Agreement, dated as of June 28, 2018, by Regional Finance Corporation of North Carolina, as settlor and initial beneficiary, and Wilmington Trust, National Association, as UTI trustee, Delaware trustee and administrative trustee, as amended by the First Amendment to the Second Amended and Restated Trust Agreement, dated as of February 18, 2021, and as further amended by the Second Amendment to the Second Amended and Restated Trust Agreement, dated as of April 14, 2021.

“Trust Documents” means the Trust Agreement, the 2021-1B SUBI Supplement, the UTI Administration Agreement, the 2021-1B SUBI Servicing Agreement, the 2021-1B SUBI Subservicing Agreement and the 2021-1B SUBI Security Agreement.

“UCC” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

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

“United States” or “U.S.” means the United States of America.

“Unmatured Event of Default” means any event that, with the giving of notice or the lapse of time, or both, would become an Event of Default.

“Unused Commitment Fee” means, for any Interest Period prior to the commencement of the Amortization Period, the fee payable by the Borrower pursuant to the Fee Letter on the related Payment Date in an amount equal to the product of (i) the Unused Commitment Fee Rate, (ii) an amount equal to the average daily Aggregate Commitment during such Interest Period minus the average daily Loans Outstanding during such Interest Period and (iii) a fraction, the numerator of which is the actual number of days during such Interest Period and the denominator of which is 360.

“Unused Commitment Fee Rate” has the meaning given to such term in the Fee Letter.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; *provided*, that for purposes of notice requirements relating to the calculation of Term SOFR, such day is also a Business Day.

“U.S. Person” means a “United States person” as defined in Code Section 7701(a)(30).

“UTI” has the meaning given to such term in the Trust Agreement.

“UTI Administration Agreement” means the UTI Administration Agreement, dated as of June 28, 2018, by and between Regional Management North Carolina Receivables Trust and Regional Management Corp, as administrator.

“UTI Certificate” has the meaning given to such term in the Trust Agreement.

“VantageScore” means a credit score created by VantageScore Solutions, LLC, or any successor thereto; provided, that, in the case of a Receivable with two Obligor, such score is based on the higher of the two VantageScores at origination.

“Volcker Rule” means the regulations adopted to implement Section 619 of the Dodd-Frank Act, as amended.

“Wells Fargo Bank” means Wells Fargo Bank, National Association.

“2021-1B SUBI” means that special unit of beneficial interest in the Trust created by the 2021-1B SUBI Supplement.

“2021-1B SUBI Certificate” means the 2021-1B SUBI certificate issued by the Trust and evidencing a beneficial interest in the North Carolina Receivables.

“2021-1B SUBI Security Agreement” means the 2021-1B SUBI Security Agreement, dated as of the Closing Date, among the Trust, Regional Finance Corporation of North Carolina, as beneficiary of the undivided trust interest of the Trust, the Borrower, in its capacity as the holder of the 2021-1B SUBI Certificate, and the Administrative Agent, as secured party.

“2021-1B SUBI Servicing Agreement” means the 2021-1B SUBI Servicing Agreement, dated as Closing Date, among the Trust, acting thereunder solely with respect to the 2021-1B SUBI, the Borrower, as 2021-1B SUBI Holder, and Regional Management, as 2021-1B SUBI Servicer.

“2021-1B SUBI Subservicing Agreement” means the 2021-1B SUBI Subservicing Agreement, dated as of the Closing Date, among Regional Management, Regional Finance Corporation of North Carolina and the Trust.

“2021-1B SUBI Supplement” means the 2021-1B SUBI Supplement to the Trust Agreement, dated as of the Closing Date, among Regional Finance Corporation of North Carolina, as settlor and initial beneficiary, and Wilmington Trust, National Association, as UTI trustee, 2021-1B SUBI trustee and administrative trustee, as amended on the date hereof.

“2021-1B SUBI Trustee” means Wilmington Trust, National Association, in its capacity as 2021-1B SUBI Trustee.

Section 1.02.Accounting Terms and Determinations. Unless otherwise defined or specified herein, all accounting terms shall be construed herein, all accounting determinations hereunder shall be made, all financial statements required to be delivered hereunder shall be prepared and all financial records shall be maintained in accordance with GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein, the Administrative Agent, the Required Lenders, Regional Management and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; provided, that until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) Regional Management and the Borrower shall provide to the Administrative Agent financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.03.Computation of Time Periods. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

Section 1.04.Interpretation. When used in this Agreement, unless a contrary intention appears: (i) a term has the meaning assigned to it; (ii) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP; (iii) “or” is not exclusive; (iv) “including” means including without limitation; (v) words in the singular include the plural and words in the plural include the singular; (vi) any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; (vii) references to a Person are also to its successors and permitted assigns; (viii) the words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any

particular provision hereof; (ix) references contained herein to Article, Section, subsection, Schedule and Exhibit, as applicable, are references to Articles, Sections, subsections, Schedules and Exhibits in this Agreement unless otherwise specified; (x) references to “writing” include printing, typing and other means of reproducing words in a visible form; and (xi) the term “proceeds” has the meaning set forth in the applicable UCC.

Section 1.05. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Lender that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Lender of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States of America or a state of the United States of America.

(b) In the event that any Lender that is a Covered Entity or a BHC Act Affiliate of such Lender becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Lender are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States of America or a state of the United States of America.

(c) As used herein, the following terms shall have the following meanings:

(i) “BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. §1841(k).

(ii) “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. §252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. §47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. §382.2(b).

(iii) “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§252.81, 47.2 or 382.1, as applicable.

(iv) “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 1.06. Rates. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (i) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate hereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted

pursuant to Section 2.09, will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (ii) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of the Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE 2

LOANS

Section 2.01 Loans.

(a) On the terms and subject to the conditions set forth in this Agreement (including the conditions precedent set forth in Article 4), the Borrower may from time to time on any Business Day during the Revolving Period, request that each Conduit Lender and Committed Lender make an advance (each such advance made by a Lender, a “Loan”) in the amount of each such Conduit Lender’s or Committed Lender’s Lender Percentage of the Principal Amount of the Loan requested (each, a “Lender Advance”), to the Borrower on a Funding Date.

(b) No later than 12:00 p.m., New York City time, one Business Day prior to a proposed Funding Date, the Borrower shall notify the Administrative Agent, the Agents and the Lenders of such proposed Funding Date and Loan by delivering to the Administrative Agent and the Agents (with a copy to the Account Bank):

(i) a Funding Request, which will include, among other things, the proposed Funding Date, a calculation of the Borrowing Base (calculated as of the previous Determination Date or, with respect to the initial Funding Date or any Receivables added or to be added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date), each as of the date the Loan is requested and the Principal Amount of the Loan requested, which shall be in an amount at least equal to \$1,000,000 or integral multiples of \$100,000 in excess thereof; and

(ii) an updated Schedule of Receivables that includes each Receivable, if any, that is to be purchased by the Borrower with the proceeds of the proposed Loan.

(c) Following receipt by the Administrative Agent, the Agents and the Lenders of a Funding Request, and prior to the Revolving Period Termination Date (i) each Conduit Lender (if any) may, in its sole discretion, make its Lender Advance of any Loan requested by the Borrower pursuant to Section 2.01(b), and (ii) each Committed Lender, to the extent not made by the Conduit Lender in its Lender Group (if any), severally agrees to make its Lender Advance of any Loan requested by the Borrower, in each case, subject to the conditions contained herein, in an aggregate amount equal to the Loan so requested.

(d) In no event shall:

(i) a Committed Lender be required on any date to fund a Principal Amount that would cause the Loans Outstanding with respect to such Committed Lender’s Lender Group, as determined after giving effect to such funding, to exceed such Committed Lender’s Commitment;

(ii) any Loan be requested hereunder, nor shall any Lender be obligated to fund its Lender Advance of any Loan, to the extent that after giving effect to such Loan, the Loans Outstanding would exceed the Borrowing Base (calculated as of the previous Determination Date or, with respect to any Receivables added or to be added to the

Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date); and

- (iii) the Principal Amount of the Loans made on any Funding Date exceed the Available Amount on such day.

Section 2.02. Funding Mechanics.

(a) If any Funding Request is delivered to the Administrative Agent and the applicable Agents after 12:00 p.m., New York City time, on any Business Day, such Funding Request shall be deemed to be received prior to 12:00 p.m., New York City time, on the next succeeding Business Day and the proposed Funding Date of such proposed Loan shall be deemed to be the next Business Day following such deemed receipt. Each Funding Request shall include a representation by the Borrower that (i) the requested Loans will not, on the related Funding Date, exceed the Available Amount, (ii) after giving effect to such Loans, the Loans Outstanding will not exceed the Borrowing Base, and (iii) a representation that all of the conditions precedent to the making of such Loan have been satisfied or will be satisfied as of the proposed Funding Date. Any Funding Request shall be irrevocable.

(b) Each Conduit Lender shall notify the Agent for its Lender Group and the Administrative Agent by 10:00 a.m., New York City time, on the applicable Funding Date whether it has elected to make its Lender Advance offered to it pursuant to Section 2.01. In the event that a Conduit Lender shall not have timely provided such notice, such Conduit Lender shall be deemed to have elected not to make its Lender Advance of such Loan. If the Conduit Lender shall have elected or be deemed to have elected not to make its Lender Advance of such Loan, the Committed Lender in such Lender Group shall make available on the applicable Funding Date an amount equal to the portion of the Loan that each such Conduit Lender has not elected to fund, in an amount equal to its share of the Principal Amount to be funded.

(c) Each Lender's Lender Advance of a Loan shall be made, subject to the fulfillment of the applicable conditions set forth in Article Four, at or prior to 12:00 p.m., New York City time, on the applicable Funding Date, by deposit of immediately available funds to the Borrower Operating Account. Each Agent shall promptly notify the Borrower and the other Agents in the event that any Lender in such Agent's Lender Group either fails to make such funds available before such time or notifies such Agent that it will not make such funds available before such time (such Lender, if a Committed Lender, shall be referred to herein as a "Defaulting Lender").

(d) If any Lender Group containing a Defaulting Lender that is a Committed Lender (a "Defaulting Group") fails to fund its ratable portion of any Loan requested by the Borrower pursuant to Section 2.01 (the aggregate amount unavailable to the Borrower as a result of such failure being herein called the "Borrowing Deficit"), then the Borrower, by no later than 1:30 p.m., New York City time, on the applicable Funding Date shall instruct each Agent for a Lender Group with a Committed Lender that does not include a Defaulting Lender (a "Non-Defaulting Group") to make Loans by deposit of immediately available funds to the Borrower Operating Account in an amount equal to such Non-Defaulting Group's proportionate share (based upon the Commitment of the Committed Lender(s) in each Non-Defaulting Group relative to the Aggregate Commitment less the Commitment of the Defaulting Group) of the Borrowing Deficit

and shall notify the Account Bank thereof. Each Committed Lender in a Non-Defaulting Group shall use commercially reasonable efforts to fund on the date of such request, but in any event no event later than 1:00 p.m., New York City time, on the Non-Defaulting Group Funding Date shall fund, its proportionate share (based upon the Commitment of the Committed Lender(s) in each Non-Defaulting Group relative to the Aggregate Commitment less the Commitment of the Defaulting Group) of the Borrowing Deficit; provided, however, that, for the avoidance of doubt, no Lender shall have any obligation to fund any such Advance unless each of the conditions precedent stated therefor in Section 2.01(b) and Section 2.01(d) is satisfied after giving effect thereto. The Committed Lender that is the Defaulting Lender shall forthwith, upon demand, pay to the applicable Agents for the ratable benefit of the Lenders in the Non-Defaulting Groups all amounts paid by each such Lender in the Non-Defaulting Groups on behalf of such Defaulting Lender, together with interest thereon, for each day from the date a payment was made by the Lenders in the Non-Defaulting Groups until the date such Lenders have been paid such amounts in full, at a rate per annum equal to the sum of the Base Rate plus 1.00% per annum.

(e) In the event that, notwithstanding the fulfillment of the applicable conditions set forth in Article Four with respect to a Loan, a Conduit Lender elected to make an advance on a Funding Date but failed to make its Lender Advance available to the Borrower when required by Section 2.02(c), such Conduit Lender shall be deemed to have rescinded its election to make such advance, and neither the Borrower nor any other party shall have any claim against such Conduit Lender by reason of its failure to timely make such Loan. In any such case, the Borrower shall give notice of such failure no later than 1:30 p.m., New York City time, on the Funding Date to the related Agent, the Committed Lender for such Lender Group and to the Administrative Agent, which notice shall specify (i) the identity of such Conduit Lender and (ii) the amount of the Lender Advance which it had elected but failed to make. Subject to receiving such notice, such Committed Lender shall advance a portion of the Principal Amount in an amount equal to the amount described in clause (ii) above, at or before 4:00 p.m., New York City time, on such Funding Date and otherwise in accordance with Section 2.01(d).

(f) If any Lender makes available to the Borrower funds for any Loan to be made by such Lender as provided in the provisions of Sections 2.01 and 2.02, and the conditions to the applicable Loan set forth in Article Four are not satisfied or waived in accordance with the terms hereof, the Borrower shall return such funds (in like funds as received from such Lender) to such Lender.

(g) If any Loan is not made or effectuated, as the case may be, due to the Borrower's failure to satisfy, or continue to satisfy, the conditions to fund the Loan on the proposed Funding Date, the Borrower and the Servicer shall jointly and severally indemnify each Lender against any reasonable loss, cost or expense incurred by such Lender, including any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Loan.

(h) The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(i) The Borrower expressly acknowledges and agrees that any election by any Lender, in its sole discretion, on one or more occasion to fund any Loan on any day prior to the final passage of the applicable notice period set forth in Section 2.01(a) above shall not constitute or be deemed to be an amendment, waiver or other modification of the requirement for such notice prior to any Lender funding any other Loan hereunder.

Section 2.03.Reductions of Commitments.

(a) At any time the Borrower may, upon at least ten (10) Business Days' prior written notice to the Administrative Agent, each Agent, the Account Bank and each Hedge Counterparty, if any, reduce the Facility Amount, which shall be applied, unless otherwise consented to by the Administrative Agent (acting at the direction of the Required Lenders) and the Agents, pro rata to the Aggregate Commitment. Each partial reduction shall be in a minimum aggregate amount of \$5,000,000 or integral multiples of \$1,000,000 in excess thereof. Reductions of the Aggregate Commitment pursuant to this Section shall be allocated to the Commitment of each Committed Lender and each Conduit Lender, pro rata based on the Lender Percentage of the Aggregate Commitment represented by such Commitment. Any request for a reduction in the Facility Amount shall be irrevocable and the Borrower shall deliver no more than two such requests in any 12-month period.

(b) In connection with any reduction of the Facility Amount, the Borrower shall remit (i) first, to each applicable Agent for the ratable payment to each Lender, the amount sufficient to pay the Aggregate Unpaid due to such Lenders with respect to such reduction of the Facility Amount, including any associated Breakage Costs and (ii) second, to the relevant Hedge Counterparty, any Hedge Breakage Costs due to such Hedge Counterparty with respect to the reduction of the Loans Outstanding; *provided, however*, that no such reduction shall be given effect unless the Borrower has complied with the terms of any Hedging Agreement requiring that any Hedge Transaction related thereto be terminated in whole or in part as a result of any such reduction in the Loans Outstanding.

(c) On the Revolving Period Termination Date, the Commitments of all Lenders shall be automatically reduced to zero.

Section 2.04.[Reserved].

Section 2.05.Promise to Pay; Evidence of Indebtedness.

(a) The Borrower hereby promises to pay to the order of each Lender, or to each Agent on behalf of each Lender in its related Lender Group, as applicable, the portion of the Loans funded by such Lender, together with all accrued Interest thereon and all other Aggregate Unpaid, as set forth herein in lawful money of the United States of America and in immediately available funds and to pay interest, in like money, from the date on which such Loans were made at the rates and on the dates specified herein.

(b) Each Agent on behalf of the members of its Lender Group is hereby authorized to enter notations (which may be computer generated) in its books and records with respect to the portion of the Loans made by the members of such Agent's related Lender Group, as applicable hereunder, regarding each payment and repayment of principal thereof. Any such recordation

shall constitute prima facie evidence of the accuracy of the information so recorded. The failure of the applicable Agent to make any such notation shall not limit or otherwise affect the obligation of the Borrower to repay the Loans and the Aggregate Unpaid in accordance with their respective terms as set forth herein.

Section 2.06. Optional Principal Repayment. The Borrower may prepay all or any portion of the Loans Outstanding on any Business Day without penalty, upon delivery of a Prepayment Notice to the Administrative Agent, the Agents, the Account Bank and each Hedge Counterparty, if any, at least two (2) Business Days prior to such anticipated prepayment; provided that (i) the amount prepaid is at least \$1,000,000 or integral multiples of \$250,000 in excess thereof (unless otherwise agreed to in writing by the Administrative Agent); (ii) the Borrower pays to each of the Secured Parties, on the date of any such prepayment, each such Secured Party's pro rata allocable share of (a) accrued Interest with respect to the portion of the Loans Outstanding to be prepaid through the date of prepayment, as calculated by the Administrative Agent, and (b) the pro rata portion of all other Aggregate Unpaid relating to such prepayment (including all Breakage Costs, but excluding all Hedge Breakage Costs and any other amounts payable by the Borrower under or with respect to any Hedging Agreement) payable to any Indemnified Party under this Agreement through the date of such prepayment, including Indemnified Amounts pursuant to Section 11.01; (iii) the Borrower certifies that following such prepayment, the Borrower will be in compliance with the provisions of this Agreement; (iv) no such reduction shall be given effect unless the Borrower has complied with the terms of any Hedging Agreement requiring one or more Hedge Transactions be terminated in whole or in part as a result of any such reduction; (v) the Borrower has paid all Hedge Breakage Costs due to the relevant Hedge Counterparty for such termination and (vi) the principal amount of such prepayment of the Loans Outstanding shall be allocated to each Lender ratably based on its Invested Percentage. Any notice of a prepayment shall be irrevocable.

Section 2.07. Payments.

(a) The Borrower shall pay Interest on the unpaid Principal Amount of each Loan for the period from and including the related Funding Date until the date that such Loan shall be paid in full. Interest shall accrue during each Interest Period and be payable on the Loans Outstanding on each Payment Date in accordance with Section 2.08, unless earlier paid pursuant to Section 2.06 or Section 2.15. Notwithstanding the foregoing, the Principal Amount of each Loan, all Interest thereon, together with all other Aggregate Unpaid, shall be due and payable, if not previously paid, on the Maturity Date.

(b) Each Lender's Invested Percentage of the Loans Outstanding shall bear interest for each day during an Interest Period at a rate per annum equal to the applicable Interest Rate on such day for such Interest Period.

(c) Interest calculated by reference to Term SOFR shall be calculated on the basis of a 360-day year for the actual number of days elapsed during the related Interest Period and (ii) the Prime Rate and the Federal Funds Rate shall be calculated on the basis of a 365- or 366- day year, as applicable, for the actual days elapsed. Periodic fees or other periodic amounts payable hereunder shall be calculated on the basis of a 360-day year and for the actual number of days elapsed during the related Interest Period.

(d) The principal of and Interest on the Loans shall be paid as provided herein. In the case of Loans held by an Agent as agent for its Lender Group, such Agent shall allocate to the members of its Lender Group each payment in respect of such Loans received by such Agent as provided herein. Payments in respect of principal and Interest (including pursuant to Section 2.06) shall be allocated and applied to Owners of such Loans based on their respective Invested Percentages, or in any such case in such other proportions as each affected Lender may agree upon in writing from time to time with such Agent and the Borrower.

(e) At or before 3:00 p.m., New York City time, on the first Business Day prior to each Reporting Date, each Lender shall notify the Agent for its Lender Group of its Interest Rate in effect for the current Interest Period. At or before 5:00 p.m., New York City time, on the first Business Day prior to each Reporting Date, the Agents shall then notify the Borrower of all such rates. For such purposes, the Agents may rely conclusively on notices from Lenders as to the interest rate or rates from time to time applicable to their respective Invested Percentage of the Loans Outstanding. Each determination by a Lender of its Interest Rate pursuant to this Agreement shall be conclusive and binding on the Lenders, each Agent, the Borrower, the Servicer and the Backup Servicer, in the absence of manifest error.

(f) Notwithstanding any other provision of this Agreement or the other Basic Documents, if at any time the rate of interest payable by any Person under the Basic Documents exceeds the Maximum Lawful Rate, then, so long as the Maximum Lawful Rate would be exceeded, such rate of interest shall be equal to the Maximum Lawful Rate. If at any time thereafter the rate of interest so payable is less than the Maximum Lawful Rate, such Person shall continue to pay Interest at the Maximum Lawful Rate until such time as the total interest received from such Person is equal to the total Interest that would have been received had Applicable Law not limited the interest rate so payable. In no event shall the total Interest received by a Lender under this Agreement and the other Basic Documents exceed the amount which such Lender could lawfully have received, had the Interest due been calculated from the Closing Date at the Maximum Lawful Rate.

(g) In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time that are consistent with changes that the Administrative Agent is implementing in similar warehouse facilities and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Basic Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

Section 2.08. Settlement Procedures.

(a) On each Payment Date, the Servicer shall instruct the Account Bank in writing to pay, or if an Event of Default shall have occurred and is continuing, the Administrative Agent shall instruct the Account Bank in writing to pay, no later than 12:00 p.m., New York City time, in each case, based solely on the information in the related Monthly Report, to the following Persons, from the Collection Account (to the extent of Available Funds) and from the Reserve

Account (in the amount of the related Reserve Account Withdrawal Amount), in the following order of priority as set forth in the Monthly Report:

(i) *first*, pro rata, based on amounts owing:

(A) to the Servicer, an amount equal to the accrued and unpaid Servicing Fees;

(B) to the Backup Servicer, the sum of (1) the accrued and unpaid Backup Servicing Fee and (2) any out-of-pocket expenses and indemnities due to the Backup Servicer (other than Transition Expenses), which in the case of subclause (B)(2) shall not in the aggregate exceed \$25,000 in any calendar year;

(C) to the Backup Servicer or other Successor Servicer, any unpaid Transition Expenses (such Transition Expenses not to exceed \$250,000 in the aggregate) payable pursuant to Section 7.14(d);

(D) to the Account Bank and the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare), the sum of (1) the accrued and unpaid Account Bank Fee payable to the Account Bank and (2) any out-of-pocket expenses and indemnities due to the Account Bank and the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare), which in the case of subclause (D)(2) shall not in the aggregate exceed \$25,000 in any calendar year; and

(E) to the 2021-1B SUBI Trustee, to the extent not paid by the Initial Beneficiary or the Servicer, any accrued and unpaid fees, out-of-pocket expenses and indemnities due to the 2021-1B SUBI Trustee under the 2021-1B SUBI Supplement, which in the case of subclause (E) shall not in the aggregate exceed \$25,000 in any calendar year;

(ii) *second*, pro rata, based on amounts owing (A) to any Hedge Counterparty, any net payments due and payable by the Borrower under the related Hedging Agreement other than Hedge Breakage Costs, and (B) to each applicable Agent for the ratable payment to each Lender in an amount equal to any accrued and unpaid (1) Senior Interest on the Loans, (2) Unused Commitment Fee, (3) Breakage Costs relating to the Loans, if any, and (4) all other Aggregate Unpays allocable to the Loans Outstanding (other than the principal amount of the Loans Outstanding and any related Subordinate Interest) then due under this Agreement to the Administrative Agent and the applicable Agents or Lenders for the payment thereof, which in the cases of subclauses (3) and (4) (excluding any unpaid Senior Interest due on the Loans prior to such Payment Date) shall not exceed \$50,000 in any calendar year;

(iii) *third*, based on amounts owing (A) first, to each applicable Agent, for the ratable payment (by outstanding Principal Amount) to each Lender, an amount equal to the Monthly Principal Payment Amount and (B) second, to any Hedge Counterparty, any Senior Hedge Breakage Costs;

(iv) *fourth*, prior to the Revolving Period Termination Date, to the Reserve Account, the amount necessary to cause the amount on deposit therein to equal the Reserve Account Required Amount;

(v) *fifth*, if the Revolving Period Termination Date has occurred, to each applicable Agent for the ratable payment to each Lender, any remaining Available Funds, until the Loans Outstanding are reduced to zero;

(vi) *sixth*, to each applicable Agent for the ratable payment to each Lender in an amount equal to any accrued and unpaid Subordinate Interest Loans and any accrued and unpaid Senior Interest on the Loans, Breakage Costs and other Aggregate Unpays due to the Lenders and not paid pursuant to clause (ii) above;

(vii) *seventh*, [reserved];

(viii) *eight*, to any Hedge Counterparty, any Subordinated Hedge Breakage Costs due but not paid;

(ix) *ninth*, all other Aggregate Unpays (other than the principal amount of the Loans Outstanding) then due under this Agreement to the Affected Parties or the Indemnified Parties, for the payment thereof;

(x) *tenth*, pro rata, based on amounts owing to the Backup Servicer, the Servicer, the Account Bank, the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) and the 2021-1B SUBI Trustee, any fees, expenses, indemnities and Transition Expenses not paid pursuant to clause (i) above, as applicable; and

(xi) *eleventh*, any remaining amount shall be distributed to the Borrower.

(b) For the avoidance of doubt, it is hereby agreed that (i) accrued and unpaid fees, expenses and indemnities payable to the Account Bank, the Servicer, the Backup Servicer (including in its capacity as Successor Servicer), the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) or the 2021-1B SUBI Trustee in excess of the aggregate annual maximum amount for any year (as set forth in Section 2.08(a)(i)) and not paid pursuant to Section 2.08(a)(xi) shall be reimbursable in subsequent years in the same order of priority and subject to the same limitations as set forth above until paid in full, and (ii) each of the caps set forth in Section 2.08(a)(i) with respect to the out-of-pocket expenses, losses and indemnities of the Account Bank, the Backup Servicer, the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) and the 2021-1B SUBI Trustee shall not be applicable upon the occurrence and during the continuance of any Event of Default. In making the payments required under this Section 2.08, the Account Bank shall have no duty to make any determination, calculation or verification regarding any amounts to be paid or the recipients of such amounts, and shall be entitled to rely exclusively and conclusively on the related Monthly Report.

Section 2.09. Changed Circumstances.

(a) Circumstances Affecting Benchmark Availability. Subject to clause (c) below, in connection with any request for a SOFR Loan or a conversion to or continuation thereof or otherwise, if for any reason (i) the Administrative Agent shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for ascertaining Term SOFR for the applicable Interest Period with respect to a proposed SOFR Loan on or prior to the first day of such Interest Period or (ii) any Lender shall determine (which determination shall be conclusive and binding absent manifest error) that Term SOFR does not adequately and fairly reflect the cost to such Lender of making or maintaining such Loans during such Interest Period, then in each case, the Administrative Agent shall promptly give notice thereof to the Borrower. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to convert any Loan to or continue any Loan as a SOFR Loan, shall be suspended (to the extent of the affected SOFR Loans or the affected Interest Periods) until the Administrative Agent revokes such notice. Upon receipt of such notice, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or the affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans in the amount specified therein and (B) any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any Breakage Costs.

(b) Laws Affecting SOFR Availability. If, after the date hereof, the introduction of, or any change in, any Applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Administrative Agent with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for any Lender to honor its obligations hereunder to make or maintain any SOFR Loan, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate or Adjusted Term SOFR, the Administrative Agent shall promptly give notice thereof to the Borrower (an “Illegality Notice”). Thereafter, until the Administrative Agent notifies the Borrower that such circumstances no longer exist, (i) any obligation of any Lenders to make SOFR Loans, and any right of the Borrower to convert any Loan to a SOFR Loan or continue any Loan as a SOFR Loan, shall be suspended and (ii) if necessary to avoid such illegality, the Base Rate shall be computed without reference to clause (c) of the definition of “Base Rate”. Upon receipt of an Illegality Notice, the Borrower shall, if necessary to avoid such illegality, upon demand from the Administrative Agent, prepay or, if applicable, convert all SOFR Loans to Base Rate Loans (in each case, if necessary to avoid such illegality, the Base Rate shall be computed without reference to clause (c) of the definition of “Base Rate”), on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans, to such day, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans to such day. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any Breakage Costs.

(c) Benchmark Replacement Setting.

(i) Benchmark Replacement.

(A) Notwithstanding anything to the contrary herein or in any other Basic Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective on the date agreed to by the Administrative Agent and the Borrower.

(B) No Hedging Agreements shall be deemed to be a “Basic Document” for purposes of this Section 2.09(c).

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Basic Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower of (A) the implementation of any Benchmark Replacement, (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement and (C) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.09(c)(iv). Any determination, decision or election that may be made by the Administrative Agent pursuant to this Section 2.09(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Basic Document, except, in each case, as expressly required pursuant to this Section 2.09(c).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Basic Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (B) if a tenor

that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans and (B) any outstanding affected SOFR Loans will be deemed to have been converted to Base Rate Loans at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

Section 2.10. Payments, Computations, Etc.

(a) Unless otherwise expressly provided herein, all amounts to be paid or deposited by the Borrower or the Servicer hereunder, including such amounts contemplated pursuant to Section 2.08, shall be paid or deposited in accordance with the terms hereof no later than 12:00 p.m., New York City time, on the day when due in Dollars in immediately available funds, in the case of amounts due to a Lender, to each Lender at such Lender’s Account, the details of which appear on the Lender Supplement for such Lender.

(b) Whenever any payment hereunder (i) shall be stated to be due on a day other than a Business Day, such payment shall be made, without penalty, on the next succeeding Business Day, except in the case where the next succeeding Business Day would occur in the succeeding calendar month, in which case such payment shall be due on the preceding Business Day or (ii) is received after 12:00 p.m., New York City time, such payment shall be deemed to have been received on the next succeeding Business Day, and any such extension of time shall in such case be included in the computation of payment of Interest, other interest or any fee payable hereunder, as the case may be.

(c) If any Loan requested by the Borrower and approved by a Lender and the Administrative Agent pursuant to Section 2.01 is not, for any reason other than due to the fault of a Lender, Administrative Agent or the applicable Agent, made or effectuated, as the case may be, on the date specified therefor, the Borrower shall indemnify such Lender against any reasonable loss, cost or expense incurred by such Lender, including any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Loan.

(d) All payments hereunder shall be made without set-off or counterclaim, subject to Section 2.14, and in such amounts as may be necessary in order that all such payments shall not be less than the amounts otherwise specified to be paid under this Agreement.

(e) To the extent that (i) any Person makes a payment to any party hereto or (ii) any party hereto receives or is deemed to have received any payment or proceeds for application to an obligation, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any Insolvency Law, State or federal law, common law or for equitable cause, then, to the extent such payment or proceeds are set aside, the obligation or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received or deemed received by the related party.

(f) Each Lender agrees or is deemed to agree that, as promptly as practicable after the officer of such Lender responsible for administering its Loans becomes aware of the occurrence of an event or the existence of a condition that would cause such Lender to become an Affected Party or that would entitle such Lender to receive payments under Section 2.13 or Section 2.14, it shall, to the extent not inconsistent with its internal policies of general application, use commercially reasonable efforts to minimize costs, expenses and other amounts incurred by it and payable by the Borrower pursuant to Section 2.13 or Section 2.14, as applicable.

Section 2.11. Collections and Allocations; Investment of Funds.

(a) On or prior to the Closing Date or the applicable Funding Date (with respect to Subsequent Receivables), the Servicer or a Subservicer (i) shall have directed the Obligors to make all payments in respect of the Receivables to a Subservicer, and the Subservicer shall cause the amounts to be deposited into a Regional Local Bank Account or a Master Collection Account related to the Subservicer located in the State in which the related Contract was originated and (ii) will deposit (in immediately available funds) into the Collection Account all Collections received on or after the related Cutoff Date and through and including the Business Day prior to the Closing Date or the Funding Date, as the case may be.

(b) Each of the Servicer, each Subservicer and the Borrower shall deposit, or cause to be deposited, Collections into the Collection Account as promptly as possible after the date of processing of such Collections, but in no event later than the second (2nd) Business Day following the date of processing of such Collections by the applicable Subservicer or, if such Collections were received directly by the Servicer, the Servicer; *provided, that*, such “processing” of any Collections will not begin prior to the date on which the Servicer or related Subservicer, as applicable, has received such Collections.

(c) On or prior to each Payment Date, the Servicer shall instruct the Account Bank, in writing, based on the amounts set forth in the Monthly Report, to withdraw from the Reserve Account the Reserve Account Withdrawal Amount, if any, to be deposited into the Collection Account on the opening of business on such Payment Date and applied in accordance with Section 2.08; provided, that, on any Payment Date following the Revolving Period Termination Date, all amounts on deposit in the Reserve Account Amount shall be withdrawn by the Account Bank and deposited into the Collection Account and applied in accordance with Section 2.08.

Prior to the Revolving Period Termination Date, so long as no Event of Default or Unmatured Event of Default has occurred or is continuing, if, after giving effect to the distributions from, and deposits in, the Reserve Account on any Payment Date pursuant to Section 2.08, the Reserve Account Amount is greater than the Reserve Account Required Amount for such Payment Date, the Servicer shall direct the Account Bank in writing to distribute such excess amount to or at the direction of the Borrower into the Borrower Operating Account.

(d) [Reserved].

(e) To the extent there are uninvested amounts on deposit in the Accounts, such amounts may be invested in Permitted Investments that mature no later than the Business Day before the next Payment Date, which Permitted Investments shall be selected (i) prior to the occurrence of any Facility Amortization Event, by the Borrower or (ii) after the occurrence of any Facility Amortization Event, by the Administrative Agent (acting at the direction of the Required Lenders). So long as Computershare is the Account Bank hereunder, each Permitted Investment may be purchased by the Account Bank or through an Affiliate of the Account Bank. No Permitted Investment may be purchased at a premium and any earnings (and losses) on the foregoing investments shall be for the account of the Borrower. Absent direction from the Borrower or the Administrative Agent, as specified above, any uninvested amounts on deposit in either Account shall remain uninvested, and the Account Bank shall have no duty or liability to pay any interest or earnings thereon. The Account Bank shall not be liable for any loss, including without limitation any loss of principal or interest, or for any breakage fees or penalties in connection with the purchase or liquidation of any investment made in accordance with the written instructions of the Borrower or the Administrative Agent. Investments in any Permitted Investments are not obligations or recommendations of, or endorsed or guaranteed by, the Account Bank or its Affiliates and are not insured by the Federal Deposit Insurance Corporation. Each party hereto acknowledges and agrees that the Account Bank is not providing investment supervision, recommendations, suitability or advice. The Account Bank and its Affiliates may provide various services for Permitted Investments and may be paid fees for such services. The parties agree that, for tax reporting purposes, all interest or other income from investments shall, as of the end of each calendar year and to the extent required by the IRS be reported as having been earned whether or not income was disbursed during a particular year. Each of the Borrower and the Administrative Agent acknowledges that upon its written request and at no additional cost, it has the right to receive notification after the completion of each purchase and sale of Permitted Investments or Account Bank's receipt of a broker's confirmation. Each of the Borrower and Administrative Agent agrees that such notifications shall not be provided by Account Bank hereunder, and Account Bank shall instead make available to the Borrower and Administrative Agent, upon request and in lieu of such notifications, periodic account statements that reflect such investment activity. No statement need be made available for any account if no activity has occurred in such account during such period.

Section 2.12.Fees.

(a) The Borrower hereby agrees to pay to each Agent, for the account of the related Lenders, monthly in arrears, the Unused Commitment Fee from the Collection Account in accordance with Section 2.08. Payments of the Unused Commitment Fee shall be allocated and

paid to Owners based upon their respective Invested Percentages of the Loans Outstanding for the applicable Interest Period.

(b) The Borrower hereby agrees to pay to the Agents, on or prior to the Closing Date, all reasonable out-of-pocket expenses of the Agents in immediately available funds.

(c) In accordance with Section 2.08, (i) the Servicer shall be entitled to receive the Servicing Fee, (ii) the Backup Servicer and the Account Bank shall be entitled to receive the Backup Servicing Fee and the Account Bank Fee, respectively, in each case monthly in arrears and (iii) the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) shall be entitled to receive amounts due and owing to it by the Borrower pursuant to the terms of the Intercreditor Agreement.

(d) The Borrower shall pay to Morgan, Lewis & Bockius LLP on the Closing Date, its fees and disbursements in immediately available funds and shall pay all additional reasonable fees and disbursements of such counsel within ten (10) Business Days after receiving an invoice for such amounts.

Section 2.13. Increased Costs; Capital Adequacy; Illegality.

(a) If any Regulatory Change (i) subjects any Affected Party to any charge or withholding on or with respect to this Agreement or an Affected Party's obligations under this Agreement, or on or with respect to a Loan and/or the Receivables, or changes the basis of taxation of payments to any Affected Party of any amounts payable under this Agreement (except for Indemnified Taxes and Excluded Taxes), (ii) imposes, modifies or deems applicable any reserve, assessment, fee, tax (except for Indemnified Taxes and Excluded Taxes), insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or liabilities of an Affected Party, or credit extended by an Affected Party pursuant to this Agreement or (iii) imposes any other condition affecting a Loan or a Lender's right hereunder (other than Taxes), the result of which (A) is a fee, expense, internal capital charge or other imputed cost allocable to any Affected Party, (B) increases the cost to an Affected Party of performing its obligations under this Agreement or (C) reduces the rate of return on an Affected Party's capital or assets as a consequence of its obligations under this Agreement, or to reduce the amount of any sum received or receivable by an Affected Party under this Agreement, or to require any payment calculated by reference to the amount of interests or loans held or interest received by it, then, within 15 Business Days after demand by the applicable Agent on behalf of such Affected Party, the Borrower shall pay to such Agent, for the benefit of the relevant Affected Party, such amounts charged to such Affected Party or such amounts to otherwise compensate such Affected Party for such increased cost or such reduction. The Borrower acknowledges that any Affected Party may institute measures in anticipation of a Regulatory Change (including the imposition of internal charges on such Affected Party's interests or obligations under this Agreement), and may commence allocating Early Adoption Increased Costs, in advance of the effective date of such Regulatory Change, and the Borrower agrees to pay such Early Adoption Increased Costs to the Affected Party within 30 days after demand therefor without regard to whether such effective date has occurred; provided, however, that such amounts shall be payable to an Affected Party only if such Affected Party represents and warrants in writing to the Borrower that it is (1) recognizing internal charges in respect of such

Affected Party's interests or obligations under this Agreement in anticipation of a Regulatory Change and (2) applying consistent return metrics in making determinations to charge Early Adoption Increased Costs or similar amounts to its similarly situated consumer loan finance company customers; further provided, however, that no amount of Early Adoption Increased Costs shall begin to accrue or be payable by the Borrower in respect of an anticipated Regulatory Change until 30 days after the Borrower's receipt of written notice that such Affected Party intends to make a claim for Early Adoption Increased Costs under this Section in respect of such change. For the avoidance of doubt, the Borrower shall not be required to pay any Early Adoption Increased Costs incurred by any Affected Party prior to the expiration of the 30-day notice period specified in the preceding sentence. The Borrower further acknowledges that any charge or compensation demanded hereunder may take the form of a monthly charge to be assessed by such Affected Party.

(b) If either (i) the introduction of or any change in or in the interpretation of any law, guideline, rule, regulation, directive or request (including the Dodd-Frank Act, Basel II, Basel III, the Volcker Rule or the Risk-Based Capital Requirements) or (ii) compliance by any Affected Party with the interpretation of or any change in the interpretation of any law, guideline, rule, regulation, directive or request from any Governmental Authority (whether or not having the force of law), including compliance by an Affected Party with any request or directive regarding capital adequacy (including the Dodd-Frank Act, Basel II, Basel III or the Risk-Based Capital Requirements), but in each case, excluding Indemnified Taxes and Excluded Taxes, that has or would have the effect of reducing the rate of return on the capital of any Affected Party as a consequence of its obligations hereunder or arising in connection herewith to a level below that which any such Affected Party could have achieved but for such introduction, change or compliance (taking into consideration the policies of such Affected Party with respect to capital adequacy) by an amount deemed by such Affected Party to be material, then from time to time, within 15 Business Days after demand by such Affected Party (which demand shall be accompanied by a statement setting forth the basis for such demand and reasonably estimated calculation of such demand), the Borrower shall pay directly to such Affected Party such additional amount or amounts as will compensate such Affected Party for such reduction.

(c) If as a result of any event or circumstance similar to those described in Section 2.13(a) or 2.13(b), any Affected Party is required to compensate a Credit Provider in connection with this Agreement or the funding or maintenance of Loans hereunder, then within 15 days after demand by such Affected Party, the Borrower shall pay to such Affected Party such additional amount or amounts as may be necessary to reimburse such Affected Party for any such amounts paid by it.

(d) In determining any amount provided for in this Section, the Affected Party may use any reasonable averaging and attribution methods. Any Affected Party making a claim under this Section shall submit to the Borrower a certificate describing such additional or increased cost or reduction in reasonable detail, which certificate shall be conclusive absent manifest error.

(e) If any Lender has or anticipates having any claim for compensation from the Borrower pursuant to Section 2.13(a), and such Lender believes that having the Loans under this Agreement (or any related Credit Facility or Liquidity Facility provided by a Lender with respect

to a Conduit Lender hereunder) rated by a particular nationally recognized statistical rating organization would reduce the amount of such compensation by an amount deemed by such Lender to be material, such Lender shall provide a Ratings Request to the Borrower and the Servicer that such Lender intends to request a Required Rating. The Borrower and the Servicer agree that they shall cooperate with such Lender's efforts to obtain the Required Rating, and shall provide the applicable nationally recognized statistical rating organization (either directly or through distribution to the Administrative Agent or Lender) any information requested by such nationally recognized statistical rating organization for purposes of providing and monitoring the Required Rating. The Lender or Lenders providing the Ratings Request shall pay the initial fees payable to such nationally recognized statistical rating organization for providing the rating and all ongoing fees payable to such nationally recognized statistical rating organization for their continued monitoring of the rating. Nothing in this subsection shall preclude any Lender from demanding compensation from the Borrower pursuant to Section 2.13(a) at any time and without regard to whether the Required Rating shall have been obtained, or shall require any Lender to obtain any rating on the facility prior to demanding any such compensation from the Borrower.

Section 2.14. Taxes.

(a) All payments made by the Borrower in respect of the Loans and all other payments made by the Borrower or the Servicer under this Agreement will be made free and clear of and without deduction or withholding for or on account of any Taxes (including FATCA), unless such withholding or deduction is required by Applicable Law. In such event, the applicable withholding agent shall make such withholding or deduction and shall pay to the appropriate taxing authority any such Taxes required to be deducted or withheld and if such Taxes are Indemnified Taxes the amount payable to a Lender, the Administrative Agent or an Agent, as the case may be, will be increased (such increase, the "Additional Amount") such that after deduction or withholding for or on account of any Indemnified Taxes (including any deduction or withholding for any Indemnified Taxes on such Additional Amount), the applicable Lender receives an amount equal to the amount that would have been paid had no such deduction or withholding been made.

(b) The Borrower will indemnify each Lender and the Administrative Agent for the full amount of Indemnified Taxes in respect of which the Borrower is required to pay Additional Amounts (including any Indemnified Taxes imposed by any jurisdiction on such Additional Amounts) paid by such Lender or the Administrative Agent and any reasonable expenses arising therefrom or with respect thereto; provided, however, that the Lender or the Administrative Agent making a demand for indemnity payment hereunder shall provide the Borrower with a certificate from the relevant taxing authority or from a Responsible Officer of such Lender or the Administrative Agent, as the case may be, stating or otherwise evidencing that it has made payment of such Taxes and will provide a copy of or extract from documentation, if available, furnished by such taxing authority evidencing assertion or payment of such Taxes. This indemnification shall be made within ten days from the date a Lender or the Administrative Agent, as the case may be, makes written demand therefor.

(c) Within 30 days after the date of any payment by the Borrower of any Taxes pursuant to this Section, the Borrower will furnish to the Administrative Agent and the

applicable Agent at its address set forth below its name on the signature pages of this Agreement, appropriate evidence of payment thereof.

(d) If an Agent or Lender is a U.S. Person, such Person shall deliver to the Borrower, with a copy to the Administrative Agent and the Account Bank, upon the earlier of 15 days after the Closing Date or on or prior to the date on which such entity becomes an Agent or Lender hereunder (and from time to time thereafter upon the reasonable written request of the Borrower or the Administrative Agent), two executed copies of IRS Form W-9 certifying that such Person is exempt from U.S. federal backup withholding tax.

(e) If an Agent or Lender is not created or organized under the laws of the United States or a State or is otherwise not a U.S. Person, such Person shall, to the extent that it may then do so under Applicable Law, deliver to the Borrower, with a copy to the Administrative Agent and the Account Bank, (i) upon the earlier of 15 days after the Closing Date, or on or prior to the date on which such entity becomes an Agent or Lender hereunder and (from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), (ii) two executed originals of IRS Form W-8ECI, Form W-8BEN or W-8BEN-E, or Form W-8IMY accompanied by the relevant certification documents for each beneficial owner (or any successor forms or other certificates or statements which may be required and requested by the Borrower or the Administrative Agent from time to time by the relevant United States taxing authorities or Applicable Law), as appropriate, and (iii) two executed originals (of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law) to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; provided, however, that the delivery of any form or documentation pursuant to this subclause (other than the specific IRS Forms and related documentation (and any successor forms) described in clause (i) above) shall not be required if in the related Agent's or Lender's reasonable judgment the completion, execution or delivery of such form or documentation would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. For any period with respect to which an Agent or Lender has failed to provide the Borrower with the appropriate form, certificate or statement described in this subsection (other than if such failure is due to a change in law occurring after the date of this Agreement), with a copy to the Administrative Agent and the Account Bank, such Lender shall not be entitled to indemnification under Section 2.13 or Section 2.14(a) or (b) with respect to any Taxes.

(f) If a payment made to any Agent or Lender under any Basic Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Agent or Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Agent or Lender shall deliver to the Borrower, the Administrative Agent and the Account Bank, at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower, the Administrative Agent or the Account Bank, such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower, the Administrative Agent or the Account Bank as may be necessary for the Borrower, the Administrative Agent and the Account Bank to comply with their obligations under FATCA and to determine that such Agent or Lender has

complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment.

(g) Each Agent and Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower, the Administrative Agent and the Account Bank of its legal inability to do so.

(h) Within 30 days of the written request of the Borrower therefor, each Lender shall execute and deliver to the Borrower such certificates, forms or other documents which can be furnished consistent with the facts and which are reasonably necessary to assist the Borrower in applying for refunds of Taxes remitted hereunder; provided, however, that (i) a Lender shall not be required to deliver such certificates, forms or other documents if in its sole discretion exercised in good faith it is determined that the deliverance of such certificate, form or other document would have a material adverse effect on such Lender and (ii) the Borrower shall reimburse such Lender for any reasonable expenses incurred in the delivery of such certificate, form or other document. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of Additional Amounts), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this subsection in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person or to file a refund or claim.

(i) Each Agent and Lender is deemed to understand, acknowledge and agree that the Account Bank has the right to withhold on payments (without any corresponding gross-up) where an applicable party fails to comply with the requirements of Applicable Law. The Borrower hereby covenants with the Account Bank that the Borrower will provide the Account with sufficient information as requested by the Account Bank so as to enable the Account Bank to determine whether or not the Account Bank is obliged to make any withholding, including under FATCA, in respect of any payments (and if applicable, to provide the necessary detailed information to effectuate any such withholding) and to provide such additional information as requested by the Account Bank that it may have to assist the Account Bank in making determination as to its obligations with respect to any withholdings or informational reports.

Section 2.15. Securitizations.

(a) On any Business Day, the Borrower shall have the right to prepay all or a portion of the Loans Outstanding and require the Administrative Agent to release its security interest and Lien on the related Receivables (and the other related Collateral) in connection with a Securitization, which release shall be delivered in the form of the Securitization Release on the Securitization Date, subject to the following terms and conditions:

(i) the Borrower shall have given the Administrative Agent, each Agent, the Servicer, the Account Bank, the Backup Servicer and the Electronic Vault Provider (solely with respect to any Electronic Contracts) at least thirty (30) days' (or such lesser number of days as agreed to by the Required Lenders) prior written notice of its intent to effect a Securitization; *provided, however*, that the Borrower shall only be required to provide at least two (2) Business Days' prior notice to such parties, and need not provide such notice to the Electronic Vault Provider with respect to any existing Securitization if such Securitization constitutes a transfer of Receivables by the Borrower to a Special Purpose Affiliate during the revolving period of such Special Purpose Affiliate's respective Securitization; *provided, that* such notice is delivered in the form set forth in Annex 2 of Exhibit G hereto;

(ii) unless a Securitization is to be effected on a Payment Date (in which case the relevant calculations with respect to such Securitization shall be reflected on the applicable Monthly Report), the Servicer shall deliver to the Administrative Agent and each Agent (A) a Securitization Date Certificate (which shall include the relevant calculations with regard to such Securitization, including a calculation of the Borrowing Base after giving effect to such Securitization) and any distribution to the Borrower of excess funds pursuant to Section 2.15(a)(iv)(z)), together with evidence to the reasonable satisfaction of the Administrative Agent and the Agents that the Borrower shall have sufficient funds on the related Securitization Date to effect such Securitization in accordance with this Agreement, which funds may come from the proceeds of sales of the Receivables in connection with such Securitization (which sales must be made in arm's-length transactions) and (B) a computer tape of the Receivables, both before and after giving effect to such Securitization;

(iii) on the related Securitization Date, the following shall be true and correct and the Borrower shall be deemed to have certified that after giving effect to the Securitization and the release to the Borrower of the related Receivables (and the other related Collateral) on the related Securitization Date, (A) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to this Agreement after giving effect to the Securitization; (B) no Borrowing Base Deficiency exists; (C) no Unmatured Event of Default, Event of Default or Facility Amortization Event has occurred or results from such release and Securitization; *provided*, that the Borrower may affect a Securitization during the occurrence of a Facility Amortization Event other than an Event of Default if either the Administrative Agent consents or the Aggregate Unpaid shall be paid in full as a result of such Securitization; (D) if such Securitization Date is not a Payment Date, the Borrower shall have sufficient available funds on the immediately succeeding Payment Date to pay all

amounts due and payable on such Payment Date pursuant to Section 2.08; (E) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct in all material respects, except to the extent that such representations and warranties expressly relate to an earlier date as set forth therein; and (F) with respect to any Receivables being transferred pursuant to clause (ii) of the definition of Securitization, the purchase price relating to such Receivables shall be at fair market value as determined in good faith by the Borrower, Regional Management and the related Originators (other than a Bank Originator), as applicable;

(iv) on the related Securitization Date, (x) the Borrower shall have paid, in immediately available funds, to the applicable entities (A) the portion of the aggregate Loans Outstanding to be prepaid, which shall be an amount not less than the amount necessary so that no Borrowing Base Deficiency will exist after giving effect to such Securitization and such prepayment, (B) an amount equal to all unpaid Interest (including Interest not yet accrued) to the extent reasonably determined by the Administrative Agent to be attributable to that portion of the aggregate Loans Outstanding to be paid in connection with the Securitization, (C) an aggregate amount equal to the sum of all other amounts due and owing to the Administrative Agent, the Lenders and the Hedge Counterparties, as applicable, under this Agreement and the other Basic Documents, to the extent accrued to such date and to accrue thereafter (including Breakage Costs and Hedge Breakage Costs) and (D) all other Aggregate Unpays with respect thereto (excluding, for the avoidance of doubt, the portion of the aggregate Loans Outstanding not being prepaid on the Securitization Date and unpaid Interest thereon); (y) each of the Backup Servicer and the Account Bank shall have received all Aggregate Unpays accrued and owing to such party on such date and (z) if such Securitization Date is not a Payment Date, all or a portion of the excess (if any) of (A) the purchase price paid with respect to Receivables as set forth in Section 2.15(a)(iii)(F) over (B) the amounts payable pursuant to the foregoing clauses (x) and (y) of this Section 2.15(a)(iv), shall, at the Borrower's discretion, be distributed to the Borrower on such Securitization Date; *provided, that*, for the avoidance of doubt, if the Securitization Date is a Payment Date, any such excess may be distributed to the Borrower in accordance with Section 2.08(a)(xii);

(v) at least two (2) Business Days prior to the related Securitization Date, the Borrower shall have delivered to the Administrative Agent, the Agents, a list specifying the Receivables being released pursuant to such Securitization; and

(vi) (A) if such Securitization constitutes a transfer of Receivables by the Borrower to a Special Purpose Affiliate during the revolving period of such Special Purpose Affiliate's respective Securitization, the Loans Outstanding shall be reduced by a minimum aggregate amount of \$1,000,000 or (B) for any other Securitization, the Loans Outstanding shall be reduced by a minimum aggregate amount of \$5,000,000.

(b) The Borrower hereby agrees to pay the reasonable out-of-pocket legal fees and expenses of the Administrative Agent, the Lenders, the Servicer, the Backup Servicer and the Account Bank in connection with any Securitization (including expenses incurred in connection

with the release of the Lien of the Administrative Agent, the Lenders and any other party having such an interest in the Receivables in connection with such Securitization).

Section 2.16. Sharing Payments.

(a) If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans owned by it any payment in excess of its Invested Percentage of the Loans Outstanding (such excess payment, the “Excess Amount”), such Lender shall immediately (i) notify the Borrower and the Administrative Agent of such fact and (ii) repay to the Borrower forthwith on demand by the Administrative Agent or the Borrower the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Borrower, at the Federal Funds Rate. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of Excess Amounts owed under this Section and will in each case notify each Agent following the payment of any Excess Amounts or the repayment thereof.

(b) If any Lender fails to make any payment required to be made by it pursuant to Section 2.16(a), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), instruct the Servicer to instruct the Account Bank pursuant to any related Monthly Report to apply any amounts thereafter allocated to such Lender pursuant to Section 2.08 to satisfy such Lender’s obligations under Section 2.16(a) until all such unsatisfied obligations are fully paid.

Section 2.17. Tax Treatment. The Borrower, the Lenders and the Administrative Agent agree to treat the Loans and any interests herein as indebtedness of the Borrower secured by the Collateral for U.S. federal, State and local income, single business and franchise tax purposes.

Section 2.18. The Account Bank.

(a) The Borrower hereby appoints Computershare as the Account Bank. All payments of amounts due and payable in respect of the Aggregate Unpaid that are to be made from amounts withdrawn from the Collection Account or the Reserve Account shall be made on behalf of the Borrower by the Account Bank in accordance with Section 2.08, Section 2.11 or Section 6.03, as applicable.

(b) The Account Bank shall be compensated for its activities hereunder by receiving the Account Bank Fee. The Account Bank Fee shall be payable in accordance with the priorities specified in Section 2.08 or, at the option of the Servicer, may be paid directly to the Account Bank by the Servicer. The Borrower shall indemnify the Account Bank and its officers, directors, employees and agents for, and hold them harmless against, any fees, costs, damages, claims, loss, liability or expense (including reasonable attorneys’ fees and expenses and court costs) incurred, other than in connection with the willful misconduct, gross negligence or bad faith on the part of the Account Bank (as determined by a court of competent jurisdiction), arising out of or in connection with (i) the performance of its obligations under and in accordance with this Agreement, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties

under this Agreement and (ii) the gross negligence, willful misconduct or bad faith of the Borrower in the performance of its duties hereunder. All such amounts shall be payable in accordance with Section 2.08. The provisions of this Section shall survive the termination or assignment of this Agreement and the resignation or removal of the Account Bank. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any dispute, action, claim or suit) brought by the Account Bank of any indemnification or other obligation of the Borrower or other Person.

THE FOREGOING INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH LIABILITIES AND COSTS ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY.

(c) The Account Bank shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Account Bank in such capacity herein and under the Account Control Agreement. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Account Bank and, in the absence of bad faith on the part of the Account Bank, the Account Bank may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Account Bank pursuant to and conforming to the requirements of this Agreement.

(d) The Account Bank shall not be liable for:

(i) an error of judgment made in good faith by one of its officers; or

(ii) any action taken, suffered or omitted to be taken in good faith in accordance with or believed by it to be authorized or within the discretion or rights or powers conferred, by this Agreement or at the direction of a Secured Party relating to the exercise of any power conferred upon the Account Bank under this Agreement in each case unless it shall be proved that the Account Bank shall have been grossly negligent in ascertaining the pertinent facts.

(e) The Account Bank shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Account Bank has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Account Bank shall have no obligation whatsoever either prior to or after receiving any such written notice to investigate or verify that such event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it. The Account Bank shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Account Bank) other than itself in its capacity as Account Bank.

(f) Without limiting the generality of this Section, the Account Bank shall have no duty (i) to see to any recording, filing or depositing of this Agreement or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest in the Collateral, or to see to the maintenance of any such recording or filing or depositing or to any recording, refiling or redepositing of any thereof, (ii) to see to the payment or discharge of any Tax or any Lien of any kind owing with respect to, assessed or levied against, any part of the Contracts, (iii) to confirm or verify the contents of any reports or certificates of the Servicer (other than in its capacity as Backup Servicer in accordance with its express duties as such undertaken herein) or the Borrower delivered to the Account Bank pursuant to this Agreement believed by the Account Bank to be genuine and to have been signed or presented by the proper party or parties or (iv) to ascertain or inquire as to the performance or observance of any of the Borrower's or the Servicer's representations, warranties or covenants or the Servicer's duties and obligations as Servicer and as custodian of books, records, files and computer records relating to the Contracts under this Agreement.

(g) The Account Bank shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or indemnity satisfactory to it against such risk or liability shall not be reasonably assured to it. None of the provisions contained in this Agreement shall in any event require the Account Bank to perform, or be responsible for the manner of performance of, any of the obligations or the acts or omissions of the Borrower, Servicer or any other party under this Agreement, and the Account Bank may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Account Bank to the contrary.

(h) The Account Bank may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, Monthly Report, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein. The Account Bank shall not be responsible for the content or accuracy of any such documents provided to the Account Bank, and shall not be required to recalculate, certify or verify any information contained therein.

(i) The Account Bank may, at the expense of the Borrower, consult with counsel of its choice with regard to legal questions arising out of or in connection with this Agreement and the written or oral advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Account Bank in good faith in accordance therewith.

(j) The Account Bank shall be under no obligation to exercise any of the rights, powers or remedies vested in it by this Agreement or to institute, conduct or defend any litigation under this Agreement or in relation to this Agreement, at the request, order or direction of the Administrative Agent pursuant to the provisions of this Agreement, unless the Administrative Agent, on behalf of the Secured Parties, or any other party hereto shall have offered to the Account Bank security or indemnity reasonably satisfactory to it against the costs, expenses and

liabilities that may be incurred therein or thereby. The Account Bank shall have no liability for any action or inaction taken at the direction of the Borrower, the Servicer or the Administrative Agent in accordance with this Agreement.

(k) The Account Bank shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by a Secured Party; provided, that if the payment within a reasonable time to the Account Bank of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation shall be, in the opinion of the Account Bank, not reasonably assured by the Borrower, the Account Bank may require indemnity reasonably satisfactory to it against such cost, expense or liability as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Borrower or, if paid by the Account Bank, shall be reimbursed by the Borrower pursuant to Section 2.08.

(l) The Account Bank may execute any of the trusts or powers hereunder or perform any duties under this Agreement either directly or by or through Affiliates, agents or attorneys or custodians. The Account Bank shall not be responsible for, or have any duty to supervise or monitor, any misconduct or negligence of any such agent, attorney or custodian appointed with due care by it hereunder.

(m) If the Account Bank shall request instructions from the Administrative Agent or the Servicer with respect to any act, action or failure to act in connection with and as set forth in this Agreement, the Account Bank shall be entitled to refrain from taking such action and continue to refrain from acting unless and until the Account Bank shall have received written instructions from the Administrative Agent or the Servicer, as applicable, without incurring any liability therefor to the Administrative Agent, the Borrower, the Servicer or any other person.

(n) The Account Bank may act in reliance upon any written communication of the Administrative Agent concerning the delivery of Collateral pursuant to this Agreement. The Account Bank does not assume and shall have no responsibility for, and makes no representation as to, monitoring the value of the Contracts and other Collateral. The Account Bank shall not be liable for any action or omission to act hereunder, except for its own gross negligence, bad faith or willful misconduct.

THE FOREGOING PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY THE ACCOUNT BANK.

(o) If the Account Bank shall at any time receive conflicting instructions from the Administrative Agent and the Servicer or any other party to this Agreement and the conflict between such instructions cannot be resolved by reference to the terms of this Agreement, the Account Bank shall be entitled to rely on the instructions of the Administrative Agent. In the absence of bad faith, gross negligence or willful misconduct on the part of the Account Bank, the Account Bank may conclusively rely and shall be protected in acting or refraining from acting

upon any resolution, Officer's Certificate, Monthly Report, certificate of auditors, or any other certificate, statement, instrument, opinion, report, notice request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Account Bank may conclusively rely upon the validity of documents delivered to it, without investigation as to their authenticity or legal effectiveness, and the Account Bank shall not be liable to the Servicer or any other party to this Agreement in respect of any claims that may arise or be asserted against the Account Bank because of the invalidity of any such documents or their failure to fulfill their intended purpose. The Account Bank shall not be bound to ascertain or inquire as to the performance or observance of any of the terms of this Agreement or any other agreement on the part of any party, and may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Account Bank to the contrary.

(p) The Account Bank is authorized, in its sole discretion, to disregard any and all notices or instructions given by any other party hereto or by any other Person other than any such notices or instructions as are expressly provided for in this Agreement or the Account Control Agreement and orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part hereof, then and in any of such events the Account Bank is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree with which it is advised by its legal counsel of its own choosing is binding upon it, and if it complies with any such order, writ, judgment or decree it shall not be liable to any other party hereto or to any other Person by reason of such compliance even though such order, writ, judgment or decree maybe subsequently reversed, modified, annulled, set aside or vacated.

(q) Any Person into which the Account Bank may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Account Bank shall be a party, or any Person succeeding to all or substantially all of the Account Bank's corporate trust services business, provided that such Person otherwise meets the requirements of the definition of the term "Account Bank", shall be the successor of the Account Bank under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(r) The Account Bank may at any time resign and terminate its obligations under this Agreement by providing written notice thereof to the Borrower, the Administrative Agent and the Lenders; provided, however, that except as provided below, no such resignation or termination shall be effective until a successor Account Bank is appointed (and accepts such appointment) pursuant to the terms of this Section 2.18. Promptly after receipt of notice of the Account Bank's intended resignation, the Borrower shall appoint, by written instrument, a successor Account Bank. If the Borrower fails to appoint a successor Account Bank pursuant to the terms hereof within 30 days after receipt of the Account Bank's notice of resignation, the Administrative Agent (acting at the direction of the Required Lenders) shall have the exclusive right to appoint by written instrument, a successor Account Bank. If neither the Borrower nor

the Administrative Agent (acting at the direction of the Required Lenders) has appointed a successor Account Bank within 60 days after receipt of the Account Bank's notice of resignation, the Account Bank may petition a court of competent jurisdiction to appoint a successor Account Bank, with the cost of such petition (including any attorneys' fees and expenses and court costs) to be borne by the Borrower.

(s) The Account Bank may conclusively rely on, and shall be fully protected in acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond or any other paper or document (including any of the foregoing delivered in electronic format) believed by it to be genuine and to have been signed or presented by the proper person or persons. Nothing herein shall be construed to impose an obligation on the part of the Account Bank to investigate evaluate, verify, independently determine or re-calculate any information, statement, representation or warranty or any fact or matter stated in, or the accuracy of, any such document and may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein.

(t) Without limiting the generality of any other provision hereof, the Account Bank shall have no duty to conduct any investigation as to the occurrence of any condition requiring the repurchase of any Receivable by any Person pursuant to this Agreement, or the eligibility of any Receivable for purposes of this Agreement.

(u) Before the Account Bank acts or refrains from taking any action under this Agreement, it may require an Officer's Certificate and/or an Opinion of Counsel from the party requesting that the Account Bank act or refrain from acting in form and substance acceptable to the Account Bank, the costs of which (including the Account Bank's reasonable attorney's fees and expenses) shall be paid by the party requesting that the Account Bank act or refrain from acting. The Account Bank shall not be liable for any action it takes or omits to take in good faith in reliance on any such Officer's Certificate and/or Opinion of Counsel.

(v) Notwithstanding anything to the contrary in this Agreement, the Account Bank shall not be liable for any loss or damage or any failure or delay in the performance of its obligations hereunder if it is prevented from so performing its obligations by any reason which is beyond the control of the Account Bank, including by any existing or future law or regulation, any existing or future act of governmental authority, act of God, flood, war whether declared or undeclared, terrorism, riot, rebellion, civil commotion, other industrial action, labor dispute, disease, epidemic or pandemic, quarantine, national emergency, general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system and any other market conditions affecting the execution or settlement of transactions or any event where, in the reasonable opinion of the Account Bank, performance of any duty or obligation under or pursuant to this Agreement would or may be illegal or would result in the Account Bank being in breach of any Applicable Law or any practice, request, direction, notice, announcement or similar action of any Governmental Authority to which the Account Bank is subject.

(w) Notwithstanding anything to the contrary in this Agreement, the Account Bank shall not be required to take any action if it shall have reasonably determined, or shall have been

advised by its counsel, that such action is likely to expose the Account Bank to personal liability, is contrary to this Agreement or that is not in accordance with Applicable Law.

(x) The right of the Account Bank to perform any permissive or discretionary act enumerated in this Agreement or any related document shall not be construed as a duty. In the event that any provision of this Agreement implies or requires that action or forbearance from action be taken by a party but is silent as to which party has the duty to act or refrain from acting, the parties hereto agree that the Account Bank shall not be the party required to take the action or refrain from acting.

(y) Neither the Account Bank nor any of its officers, directors, employees, attorneys or agents will be responsible or liable for (i) the existence, genuineness, value or protection of any collateral securing the Receivables, for the legality, enforceability, effectiveness or sufficiency of the Basic Documents for the creation, perfection, continuation, priority, sufficiency or protection of any of the Liens, or for any defect or deficiency as to any such matters, or for any failure to demand, collect, foreclose or realize upon or otherwise enforce any of the Liens or Basic Documents or any delay in doing so, or (ii) reviewing or determining the accuracy, completeness or sufficiency of any chain of ownership (including endorsements or assignments related thereto) with respect to any Receivable or Receivable File.

(z) The Account Bank shall not be liable for any action or inaction of the Servicer, or any other party (or agent thereof) to this Agreement or any related document and may assume compliance by such parties with their obligations under this Agreement or any related agreements, unless a Responsible Officer of the Account Bank shall have received written notice to the contrary at the address set forth below the name of the Account Bank on the signature pages of this Agreement.

(aa) The Account Bank shall not be imputed with any knowledge of, or information possessed or obtained by, the Backup Servicer or any affiliate, line of business, or other division of Computershare Trust Company, National Association, and vice versa.

(bb) The Account Bank shall not be liable for, and shall have no duty to supervise or monitor, any action or inaction of the Borrower, Servicer or any other party (or agent thereof) to this Agreement or any related document and may assume compliance by such parties with their obligations under this Agreement or any related agreements, unless a Responsible Officer of the Account Bank shall have received written notice to the contrary at the address set forth below the name of the Account Bank on the signature pages of this Agreement

(cc) Neither the Account Bank nor any of its directors, officers, agents or employees shall be responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower, the Servicer, Regional Management, the Administrative Agent or the Backup Servicer contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement or any other Basic Document to which it is a party for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article Four.

(dd) Without limiting the generality of any other provision hereof, neither the Account Bank's preparation or receipt of any reports pursuant to this Agreement nor any other publicly available information available to the Account Bank shall constitute actual or constructive knowledge or written notice of any information contained therein.

(ee) The Account Bank shall not be held responsible or liable for or in respect of, and makes no representation or warranty with respect to (i) the preparation, filing, correctness or accuracy of any financing statement, continuation statement or recording of any document (including this Agreement) or instrument in any public office at any time, or (ii) the monitoring, creation, maintenance, enforceability, existence, status, validity, priority or perfection of any security interest, lien or collateral or the performance of any collateral.

(ff) In the event that (i) the Account Bank is unsure as to the application or interpretation of any provision of this Agreement or any other Basic Document, (ii) this Agreement or any other Basic Document is silent or is incomplete as to the course of action that the Account Bank is required or permitted to take with respect to a particular set of facts, or (iii) more than one methodology can be used to make any determination to be performed by the Account Bank hereunder or thereunder, then the Account Bank may give written notice to the Administrative Agent requesting written instruction and, to the extent that the Account Bank acts or refrains from acting in good faith in accordance with any such written instruction, the Account Bank shall not be personally liable to any Person. If the Account Bank shall not have received such written instruction within ten (10) calendar days of delivery of notice to the Administrative Agent (or within such shorter period of time as may reasonably be specified in such notice or as may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking any action, and shall have no liability to any Person for such action or inaction.

(gg) The Account Bank shall not be responsible for preparing or filing any reports or returns relating to federal, state or local income taxes with respect to this Agreement or any other Basic Document other than for the Account Bank's compensation.

(hh) Wells Fargo Bank (in each of its capacities) will not have any liability for any determination made by or on behalf of any Person in connection with a Benchmark Transition Event. For the avoidance of doubt, Wells Fargo Bank (in each of its capacities) shall not (i) have any duty to make any determination related to, a Benchmark Transition Event, a Benchmark Replacement Date, a Benchmark Replacement, a Benchmark Replacement Adjustment or other modifier to any replacement or successor index, (ii) be under any obligation to monitor, determine or verify the unavailability or cessation of Term SOFR (or other applicable benchmark), or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of any Benchmark Transition Event or Benchmark Replacement Date. Wells Fargo Bank (in each of its capacities) shall not (i) be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Agreement or any other Basic Document as a result of the unavailability of Term SOFR (or other applicable benchmark) and absence of a designated Benchmark Replacement, including as a result of any inability, delay, error or inaccuracy on the part of any other Person in providing any direction, instruction, notice or information required or contemplated by the terms of the Basic Documents and reasonably required for the performance of such duties, (ii) have any responsibility, obligation or liability related to determining whether or what Benchmark Replacement Conforming Changes are

necessary or advisable, if any, in connection with any of the foregoing or (iii) have any liability for entering into, or the contents of, any Benchmark Replacement Conforming Changes.

(ii)Computershare will perform its obligations as Backup Servicer through its Corporate Trust Services department (including, as applicable, any agents or Affiliates utilized thereby).

(jj)The Account Bank shall be entitled to any right, protection, privilege or indemnity afforded to the Backup Servicer under the terms of this Agreement, *mutatis mutandis*. The Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) under the Intercreditor Agreement shall be entitled to any right, protection, privilege or indemnity afforded to the Backup Servicer under the terms of this Agreement as though set forth in their entirety therein, *mutatis mutandis*.

(kk)Computershare Succession. The parties acknowledge and agree that Computershare acquired substantially all of the United States Corporate Trust business of Wells Fargo and succeeded to all of the rights and obligations of Wells Fargo as Account Bank and Backup Servicer under this Agreement and the other Transaction Documents. In connection therewith:

(i) Each of the references to “Wells Fargo” or “Wells Fargo Bank, N.A.” in the context of its performance as Account Bank (including in its capacity as “securities intermediary” under the Account Control Agreement) and/or Backup Servicer in any Basic Document (including all forms of agreements included as exhibits or schedules thereto) are understood to refer to Computershare Trust Company, N.A., as successor to Wells Fargo in such capacities (except where the context otherwise requires).

(ii) All references, if any, in the Basic Documents (including all forms of agreements included as exhibits or schedules thereto) to Computershare being a federal depository institution (including as defined in 12 U.S.C. Section 1813(c) (4) under the Federal Deposit Insurance Act) are deemed to refer to Computershare being a National Bank, as that term is used under the National Bank Act, as amended.

(iii) It is understood and agreed that notwithstanding the use of the term Account Bank in this Agreement and in the other Basic Documents, the Accounts shall be held at a Qualified Institution, which initially shall be Wells Fargo. Computershare, in its capacity as successor Account Bank, administers and maintains each such Account as the “securities intermediary” (within the meaning of Section 8-102(a)(14) of the UCC) thereof, with the sole right of dominion and control thereover and the sole right of withdrawal therefrom.

(iv) The address of Computershare, in each of its capacities, is 1505 Energy Park Drive, St. Paul, MN 55108, Attention: Corporate Trust Services-Asset Backed Administration, Email: xxx@computershare.com.

ARTICLE 3

SECURITY

Section 3.01. Collateral.

(a) The parties hereto intend that this Agreement constitute a security agreement and the transactions effected hereby constitute secured loans by the Lenders to the Borrower under Applicable Law. As collateral security for the prompt, complete and indefeasible payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Obligations, the Borrower hereby grants to the Administrative Agent, as agent for the Secured Parties, a lien on and security interest in all of the Borrower's right, title and interest in, to and under the following, whether now existing or owned or hereafter arising or acquired by the Borrower (collectively, the "Collateral"):

- (i) the Receivables and the related Contracts, (including the right to service the Receivables in connection therewith), and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Receivables) or to become due or received by any Person in payment of any of the foregoing on or after the related Cutoff Date;
- (ii) the 2021-1B SUBI, the 2021-1B SUBI Certificate and any related rights, authority, powers and privileges of the holder and the beneficiary thereof under the related Trust Documents, including a beneficial interest in the North Carolina Receivables from time to time allocated to the 2021-1B SUBI, including all monies due and to become due with respect thereto and all proceeds thereof, and all payments and distributions thereunder of whatever kind or character and whether in cash or other property, at any time made or distributable to the Borrower thereunder or in respect thereof, whether due or to become due, including, without limitation, the immediate and continuing right of the Borrower to receive and collect all amounts payable to the holder thereof, and all of the Borrower's rights, remedies, powers, interests and privileges under the Trust Documents (whether arising pursuant to the terms thereof or otherwise available to Borrower), including, without limitation, the right to enforce the Trust Documents, to give or withhold any and all consents, requests, notices, directions, approvals or waivers thereunder and all amounts due and to become due thereunder, whether payable as indemnities or damages for breach thereof;
- (iii) (A) the First Tier Master Purchase Agreement and the First Tier North Carolina Purchase Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by Regional Management against each Originator (other than a Bank Originator) under or in connection with the First Tier Master Purchase Agreement and the First Tier North Carolina Purchase Agreement and (C) any Bank Originator Transfer Agreement and all remedies thereunder and the assignment to the Administrative Agent and all UCC financing statements filed by Regional Management against such Bank Originator under or in connection with the Bank Originator Transfer Agreement, if any;

(iv) the Second Tier Purchase Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Regional Management under or in connection with the Second Tier Purchase Agreement;

(v) the Account Collateral;

(vi) all Liquidation Proceeds;

(vii) all Hedge Collateral;

(viii) all Receivable Files, Servicer Files and the Schedule of Receivables, and the documents, agreements and instruments included in the Receivable Files and Servicer Files, including rights of recourse of the Borrower against the related Obligors and Regional Management;

(ix) all Records, documents and writings evidencing or related to the Receivables or the Contracts;

(x) all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof), payments and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Receivables, whether pursuant to the related Contracts or otherwise;

(xi) all security interests, Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Receivables and the related Contracts, and any collateral relating thereto;

(xii) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing; and

(xiii) all income, products, accessions and proceeds of the foregoing.

(b) The grant under this Section does not constitute and is not intended to result in a creation or an assumption by any Agent or any of the Secured Parties of any obligation of the Borrower or any other Person in connection with any or all of the Collateral or under any agreement or instrument relating thereto. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under the Contracts to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Administrative Agent of any of its rights in the Collateral shall not release the Borrower from any of its duties or obligations under the Collateral and (iii) no Agent or any Secured Party shall have any obligations or liability under the Collateral by reason of this Agreement, nor shall any Agent or any Secured Party be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(c) Notwithstanding the foregoing grant of security interest, no account, instrument, chattel paper or other obligation or property of any kind due from, owned by or belonging to a Sanctioned Target shall be Collateral.

(d) Each of the Borrower and the Servicer represents and warrants as to itself that each remittance of Collections by the Borrower or the Servicer to the Administrative Agent or any Lender under this Agreement will have been (i) in payment of a debt incurred by the Borrower in the ordinary course of business or financial affairs of the Borrower and the Servicer and (ii) made in the ordinary course of business or financial affairs of the Borrower and the Servicer or as required under the Basic Documents.

Section 3.02. Release of Collateral; No Legal Title.

(a) At the same time as any Receivable (i) expires by its terms and all amounts in respect thereof have been paid by the related Obligor and deposited into the Collection Account or (ii) has been prepaid in full and all amounts in respect thereof have been paid by the related Obligor and deposited into the Collection Account, the Administrative Agent will, automatically release its interest in such Receivable, the related Contract and the related Collateral. In connection with any sale of any property on or after the occurrence of an event described in clauses (i) or (ii) above or in connection with a Defaulted Receivable, after the deposit by the Servicer of the proceeds of the sale or other disposition of the related property into the Collection Account, the Administrative Agent will, at the sole expense of the Servicer, execute and deliver to the Servicer any assignments, bills of sale, termination statements, payoff letters and any other releases and instruments as the Servicer may reasonably request in order to effect the release and transfer of such property; provided, that the Administrative Agent will not make any representation or warranty, express or implied, with respect to any such property in connection with such sale or transfer and assignment. Nothing in this Section shall diminish the Servicer's obligations pursuant to Section 7.03(c) or 7.03(d) with respect to the proceeds of any such sale or other disposition.

(b) Upon (i) a transfer or reallocation of Receivables in connection with a Securitization or (ii) the Facility Termination Date, the Administrative Agent, at the Borrower's expense, upon payment in full of the related Aggregate Unpaid, shall execute and file such partial or full releases or partial or full assignments of financing statements and other documents and instruments as may be reasonably requested by the Borrower to effectuate the release of the relevant portion of the Collateral.

(c) The Administrative Agent will not, except as may result from the exercise of its remedies hereunder, have legal title to any part of the Collateral on the Facility Termination Date and will have no further interest in or rights with respect to the Collateral.

Section 3.03. Protection of Security Interest; Administrative Agent, as Attorney-in-Fact.

(a) The Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all instruments and documents, and take all actions, that may reasonably be necessary, or that the Administrative Agent or any Agent may reasonably deem necessary, to perfect, protect or more fully evidence the security interest granted to the Administrative Agent

in the Receivables and the other Collateral, or to enable the Administrative Agent or the Secured Parties to exercise and enforce their rights and remedies hereunder and thereunder.

(b) If the Borrower fails to perform any of its obligations hereunder after five (5) Business Days' notice from any Secured Party, any Secured Party may (but shall not be required to) perform, or cause performance of, such obligation; and the reasonable costs and expenses incurred by such Secured Party in connection therewith shall be payable by the Borrower as provided in Article Eleven. The Borrower irrevocably authorizes the Administrative Agent and appoints the Administrative Agent, as its attorney-in-fact to act on behalf of the Borrower, (i) to execute or cause to be executed on behalf of the Borrower as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the interest of the Secured Parties in the Receivables and the other Collateral, including financing statements that describe the collateral covered thereby as "all assets of the Borrower whether now owned or existing or hereafter acquired or arising and wheresoever located" and (ii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Receivables and the other Collateral, as a financing statement in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the interests of the Secured Parties in the Receivables and the other Collateral. This appointment is coupled with an interest and is irrevocable.

(c) The Servicer, on behalf of the Borrower, shall deliver to the Administrative Agent, each Agent and the Backup Servicer an electronic data file containing a true and complete list of all such Receivables, identified by account number and principal balance as of the end of the Collection Period ending immediately prior to the initial Funding Date. Such file or list shall be marked as the Schedule of Receivables attached hereto as Schedule C hereto, delivered to the Administrative Agent, each Agent and the Backup Servicer as confidential and proprietary information, and is hereby incorporated into and made a part of this Agreement. The Servicer, on behalf of the Borrower, agrees to deliver to the Administrative Agent at such times as requested by the Administrative Agent in connection with a third-party's request to review the Schedule of Receivables, as provided in the financing statement filed by the Administrative Agent under the UCC, an electronic data file containing a true and complete list of all Receivables, including all Receivables created on or after the initial Cutoff Date, in existence as of the later of (x) the last day of the prior Collection Period, (y) the most recent Funding Date or (z) the most recent Securitization Date by account number and by Principal Balance as of such day or date. Such updated and revised file or list shall be marked as the Schedule of Receivables, delivered to the Administrative Agent, each Agent and the Backup Servicer as confidential and proprietary information, shall replace the previously delivered Schedule of Receivables, and shall be incorporated into and made a part of this Agreement.

Section 3.04. Assignment of the Second Tier Purchase Agreement. The Borrower hereby represents, warrants and confirms to the Administrative Agent that the Borrower has collaterally assigned to the Administrative Agent, for the ratable benefit of the Secured Parties hereunder, all of the Borrower's right and title to and interest in the Second Tier Purchase Agreement. The Borrower confirms that the Administrative Agent shall have the sole right to enforce the Borrower's rights and remedies under the Second Tier Purchase Agreement for the benefit of the Secured Parties, but without any obligation on the part of the Administrative

Agent, the Secured Parties or any of their respective Affiliates, to perform any of the obligations of the Borrower under the Second Tier Purchase Agreement. The Borrower further confirms and agrees that such collateral assignment to the Administrative Agent shall terminate upon the Facility Termination Date; provided, however, that the rights of the Secured Parties pursuant to such collateral assignment with respect to rights and remedies in connection with any indemnities and any breach of any representation, warranty or covenants made by Regional Management pursuant to the Second Tier Purchase Agreement, which rights and remedies survive the termination of the Second Tier Purchase Agreement, shall be continuing and shall survive any termination of such collateral assignment.

Section 3.05.Waiver of Certain Laws. Each of the Borrower, the Backup Servicer and the Servicer agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption law now or hereafter in force in any locality where any part of the Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and each of the Borrower, the Backup Servicer and the Servicer, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such laws, and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclose the security interests granted in this Agreement may sell the Collateral as an entirety or in such parcels as the Administrative Agent or such court may determine.

Section 3.06.Electronic Vault System and Electronic Collateral Control Agreement.

(a) With respect to each Contract that is an Electronic Contract (i) that constitutes Electronic Chattel Paper for which the Authoritative Copy has been communicated to the Administrative Agent or (ii) that does not constitute Electronic Chattel Paper, and in each case is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent, the Administrative Agent is the agent for the Secured Parties exclusively. The Administrative Agent shall hold each such Contract for the exclusive benefit of the Secured Parties and shall make disposition thereof only in accordance with this Agreement or the Electronic Collateral Control Agreement or otherwise pursuant to written instructions furnished by the Required Lenders.

(b) The Servicer shall maintain or cause to be maintained the Electronic Vault so that the Electronic Vault System will place the Required Legend on each page of any perceivable copy of an Electronic Contract; *provided, that* if a Contract is Exported from the Electronic Vault, the Servicer will hold such Contract in physical form in accordance with its customary servicing practices and the requirements of this Agreement. None of the Administrative Agent, Regional Management Entities or the Trust shall make any changes to the Owner of Record of the Electronic Vault or to the Required Legend on any Electronic Contract, without the prior written consent of the Required Lenders.

(c) The Servicer shall maintain or cause to be maintained each Electronic Contract that constitutes Electronic Chattel Paper such that (i) a watermark on any perceivable rendering of the Authoritative Copy thereof shall read “View of Authoritative Copy,” (ii) a watermark on any perceivable rendering of each Electronic Contract that is not a perceivable rendering of the Authoritative Copy thereof shall read “View of Non-Authoritative Copy,” and (iii) the Required Legend is placed on each perceivable rendering thereof; *provided, that* the Servicer shall not be required to apply a watermark or other notation to any Electronic Contract when such Electronic Contract has expired by its terms or has been paid in full. The Servicer shall cause the Electronic Vault to reflect the name of the applicable Owner of Record as follows: “Regional Management Receivables IV, LLC/Regional Management NC Receivables Trust, solely with respect to 2021-1B SUBI”. Neither any Regional Management Entity nor the Administrative Agent shall knowingly destroy any Electronic Contract nor transfer or cause the transfer or Export of any Electronic Contract except in accordance with the terms hereof and the Electronic Collateral Control Agreement, provided that, for the avoidance of doubt, the Servicer may Export an Electronic Contract in accordance with the terms hereof and the terms of the Electronic Collateral Control Agreement in connection with the release of such Receivable from the lien of this Agreement in accordance with the terms hereof.

(d) The Regional Management Entities shall notify the Lenders in writing as soon as reasonably practicable and in any event within two (2) Business Days after any Responsible Officer thereof receives notice or obtains actual knowledge of: (I) the intent or threat (expressed in writing) of the Electronic Vault Provider to terminate, or the termination of, the Electronic Collateral Control Agreement or the Electronic Vault Services Agreement, (II) receipt of written notice from the Electronic Vault Provider of any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for, any nonpublic or confidential information (including, but not limited to, the access codes of the Electronic Vault Provider or any party hereto) of the Electronic Vault Provider or any party hereto which is maintained in the Electronic Vault and/or any unauthorized intrusions into the Electronic Vault Provider’s or any of its subcontractor’s facilities or secure systems on or in which any nonpublic or confidential information of the Electronic Vault Provider or any party hereto is maintained, (III) receipt of written notification from the Electronic Vault Provider of any changes to the System Description, which shall include any changes to the Electronic Vault System that are materially inconsistent with the System Description, with respect to the Electronic Vault, (IV) any Integrity Check failure with respect to or any other attempted unauthorized access to or modification or alteration of an Authoritative Copy of an Electronic Contract that constitutes Electronic Chattel Paper which constitutes or evidences a Receivable maintained in the Electronic Vault, (V) any claim of any Person (other than the Administrative Agent) of an interest in an Electronic Contract, (VI) the receipt of written notice of the commencement or the threat in writing of any actions, suits, investigations or proceedings against the Electronic Vault Provider which may materially interfere with (A) the Electronic Vault Provider’s provision of the Electronic Vault System or (B) the Borrower’s, the Servicer’s, the Administrative Agent’s or any other Person’s access to or use of the Electronic Vault or against the Borrower, the Servicer, the Administrative Agent or otherwise relating to or affecting the Electronic Vault or the Contracts, in any court, or before any arbitrator of any kind, or before or by any Governmental Authority or (VII) the receipt of any other material or adverse written notice from the Electronic Vault Provider. The Administrative Agent shall, upon receipt of notice of any of the foregoing and to the extent such

notice has not already been provided by a Regional Management Entity to the Lenders, provide written notice thereof to the Lenders as soon as reasonably practicable.

(e) The Administrative Agent shall appoint only its own personnel (or personnel of its subcontractors) as “Secured Party Authorized Users” in respect of the Electronic Vault and the Contracts contained therein and shall not otherwise permit any Person to have access to thereto other than (1) prior to the delivery of a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement, Approved Parent Authorized Users (as defined in the Electronic Collateral Control Agreement), (2) from and after the delivery of a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement, the Required Lenders and any Person appointed by the Required Lenders as a “Secured Party Administrative User”, (3) personnel of Electronic Vault Provider in connection with providing technical support to any such “Secured Party Authorized Users” and (4) the Required Lenders and their respective agents or representatives in connection with an audit pursuant to Section 7.03(j). The Administrative Agent shall not provide any Person other than the Required Lenders with any right to control the actions of the Administrative Agent under the Electronic Collateral Control Agreement, or any consent or approval rights in respect of the Electronic Collateral Control Agreement or any rights thereunder or any provisions thereof, or permit any other Person to direct the Servicer to take or refrain from taking any action, in each case, which could affect the Contracts.

(f) The Administrative Agent shall not agree to amend, or provide any consents, waivers or directions under, the Electronic Collateral Control Agreement without the prior written consent of the Required Lenders.

(g) Upon the occurrence of (x) an Event of Default, (y) the termination of Electronic Vault Services Agreement or the Electronic Collateral Control Agreement or the delivery of any notice of termination thereunder or (z) a determination by the Administrative Agent or the Required Lenders, each in their reasonable discretion, that the functionality, security, integrity or reliability of the Electronic Vault System (or any portion thereof) is impaired or the Contracts are otherwise adversely affected by any event (including any change in configuration, technology or law) or circumstance with respect to the Electronic Vault Provider, the Administrative Agent, the Electronic Vault System, the Electronic Vault Services Agreement, the Electronic Collateral Control Agreement or Electronic Contracts generally, including, without limitation, adverse claims being asserted therein by the Electronic Vault Provider or other lenders, (1) the Administrative Agent shall, notwithstanding any contrary instruction received from the Regional Management Entities or the Trust, promptly take such reasonable action with respect to the Electronic Contracts and the Electronic Collateral Control Agreement, as the Required Lenders may direct in writing (including, without limitation, Exporting the Contracts maintained within the Electronic Vault System) and (2) the Administrative Agent (acting at the written direction of the Required Lenders) as “Secured Party” under the Electronic Collateral Control Agreement shall deliver a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement.

(i) The Servicer and the Borrower hereby represent and warrant to the Secured Parties as of the date hereof and as of each Funding Date that the Electronic Collateral Control Agreement provides Regional Management a license to use the Electronic Vault System and

provides the Administrative Agent exclusive access to the Electronic Vault (except to the extent otherwise expressly set forth herein or in the Electronic Collateral Control Agreement) and the terms thereof are sufficient to permit the Administrative Agent to perform its duties and obligations hereunder and under the Electronic Collateral Control Agreement.

(j) The Servicer and the Borrower hereby represent and warrant to the Secured Parties as of the date hereof and as of each Funding Date that none of the Regional Management Entities or the Trust has any right of access to the Electronic Vault under the Electronic Collateral Control Agreement without the prior written consent of the Administrative Agent, except in accordance with the terms thereof and the terms of this Agreement.

ARTICLE 4

CONDITIONS OF CLOSING AND THE LOANS

Section 4.01. Conditions of Closing and the Initial Loan. The Closing Date shall not occur and no Lender shall be obligated to make any Lender Advance hereunder in respect of the Initial Loan, nor shall any Lender, the Administrative Agent, any Agent or any other party hereto be obligated to take, fulfill or perform any other action hereunder, until the following conditions precedent, after giving effect to the proposed Loan, in each case, have been satisfied or waived in the sole discretion of the Required Lenders:

- (a) The Administrative Agent and each Agent shall have received (i) an executed copy of each Basic Document and (ii) such other documents, instruments, agreements and Opinions of Counsel as the Administrative Agent or any Agent shall request in connection with the transactions contemplated by this Agreement, each in form and substance satisfactory to the Administrative Agent or such Agent, as applicable.
- (b) The Administrative Agent and each Agent shall have received (i) satisfactory evidence, which may be in the form of an Officer's Certificate or an Opinion of Counsel, that the Borrower, the Servicer, Regional Management and the Backup Servicer have obtained all required consents and approvals of all Persons, including all requisite Governmental Authorities, to the execution, delivery and performance of this Agreement and the other Basic Documents to which each is a party and the consummation of the transactions contemplated hereby or thereby or (ii) an Officer's Certificate or an Opinion of Counsel from each of the Borrower, the Servicer, Regional Management and the Backup Servicer, in form and substance satisfactory to the Administrative Agent and each Agent, affirming that no such consents or approvals are required; it being understood that the acceptance of such evidence, Opinion of Counsel or Officer's Certificate shall in no way limit the recourse of the Administrative Agent or any Secured Party against Regional Management or the Borrower for a breach or Regional Management's as the Borrower's representation or warranty that all such consents and approvals have, in fact, been obtained.
- (c) The Borrower and Regional Management shall each be in compliance in all material respects with all Applicable Laws and shall have delivered an Officer's Certificate to the Administrative Agent and each Agent as to such compliance and other closing matters.
- (d) The Borrower shall have paid all fees, costs and expenses required to be paid by it on the Closing Date, including all fees required hereunder and under the Fee Letter, and shall have reimbursed each Lender and the Administrative Agent for all fees, costs and expenses of closing the transactions contemplated hereunder and under the other Basic Documents, including the fees and expenses of Morgan, Lewis & Bockius LLP.

- (e) No Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred.
- (f) No Servicer Termination Event or any event that, with the giving of notice or the lapse of time, or both, would become a Servicer Termination Event shall have occurred.
- (g) All existing financing statements naming Regional Management, as debtor securing any chattel paper as collateral thereunder shall be terminated, or amended to release such collateral, to the extent such financing statement covers any Receivables that will become Collateral upon its pledge on the Closing Date.
- (h) On and as of the Closing Date, each of the Borrower, the Servicer and Regional Management has performed all of the agreements contained in this Agreement and the other Basic Documents to be performed by it.
- (i) No adverse procedures were used by the Borrower in providing information related to the Receivables and, to the Borrower's knowledge, the selection of the Receivables did not result in a selection adverse to the Lenders.
- (j) No Applicable Law shall prohibit, and no order, judgment or decree of any Governmental Authority shall prohibit or enjoin, the making of the Loan by the Lenders in accordance with the provisions hereof.
- (k) The Administrative Agent and each Agent shall have received opinions from (i) Alston & Bird with respect to corporate, security interest, true sale and nonconsolidation opinions customarily rendered in connection with the transactions contemplated by the Basic Documents and such other opinions as requested by the Lenders, (ii) Womble Bond Dickinson (US) LLP with respect to corporate opinions for the Originators whose jurisdictions are in the States of South Carolina and Tennessee, customarily rendered in connection with the transactions contemplated in the Basic Documents and (iii) Baker, Donelson, Bearman, Caldwell & Berkowitz PC, with respect to corporate opinions for the Originator whose jurisdiction is in the State of Alabama, customarily rendered in connection with the transactions contemplated in the Basic Documents.
- (l) The Lenders shall have received no later than three (3) Business Days in advance of the Closing Date all documentation and other information requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, that has been reasonably requested in writing by any Lender at least ten days in advance of the Closing Date.
- (m) The Administrative Agent and each Agent shall have received such other approvals, opinions, information or documents as the Administrative Agent or the Lenders may reasonably require.

(n) The Backup Servicer shall have established a servicing plan subject to the satisfaction of the Agents.

Section 4.02. Conditions Precedent to All Loans. The Lenders' obligation to make any Lender Advance on any Funding Date hereunder shall be subject to the conditions set forth in Section 4.01 and the further conditions precedent that:

- (a) With respect to any Loan (including the Initial Loan), the Servicer shall have delivered to the Administrative Agent and each applicable Agent, on or prior to the date of such Loan in form and substance satisfactory to the Administrative Agent and each Agent, (i) a Funding Request and (ii) in the case of Receivables being added to the Collateral, an updated Schedule of Receivables dated within two (2) Business Days prior to the date of such Loan (other than the Initial Loan, in which case such items shall be dated within two days prior to the date of such Initial Loan) and containing such additional information as may be reasonably requested by the Administrative Agent or an Agent.
- (b) On each Funding Date, the following shall be true and correct and the Borrower shall be deemed to have certified that, after giving effect to the proposed Loan and pledge of the Collateral (or as of such other time otherwise specified herein):
 - (i) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct on and as of such date as though made on and as of such date and shall be deemed to have been made on such date, except to the extent such representations and warranties expressly relate to an earlier date as set forth herein;
 - (ii) no event has occurred and is continuing, or would result from such transaction that constitutes (i) an Event of Default, Unmatured Event of Default or Facility Amortization Event or (ii) a Servicer Termination Event or any event that with the giving of notice of the lapse of time, or both, would constitute a Servicer Termination Event;
 - (iii) on and as of such date, after giving effect to such Loan, the amount of such Loan and all Loans Outstanding does not exceed the Borrowing Base (each calculated as of the previous Determination Date or, with respect to the initial Funding Date or any Receivables added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date);
 - (iv) on and as of each such date, the Borrower, the Servicer and Regional Management each has performed all of the agreements contained in this Agreement and the other Basic Documents to be performed by it at or prior to such date;

(v) no Applicable Law shall prohibit, and no order, judgment or decree of any Governmental Authority shall prohibit or enjoin, the making of such Loans by the Lenders in accordance with the provisions hereof; and

- (c) The Borrower shall have deposited to the Reserve Account an amount of cash such that the Reserve Account Amount is not less than the Reserve Account Required Amount, taking into account the aggregate Principal Balance of the Receivables transferred in connection with such Loan.
- (d) the Borrower shall be in compliance with Section 6.03 and with all requirements of any Hedging Agreement required thereby.
- (e) The Administrative Agent and each Agent shall have received the Schedule of Receivables and the Schedule of Locations of Books and Records.
- (f) On the date of such transaction, the Administrative Agent and each Agent shall have received such other approvals, opinions, information or documents as the Administrative Agent or an Agent may reasonably require.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

Section 5.01. Representations and Warranties of the Borrower. The Borrower represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

- (a) Organization and Good Standing. The Borrower has been duly organized, and is validly existing as a limited liability company in good standing under the laws of the State of Delaware, with all requisite power and authority to own or lease its properties and conduct its business as such business is presently conducted, and the Borrower had at all relevant times, and now has all necessary power, authority and legal right to acquire, own, sell and pledge the Receivables and the other Collateral.
- (b) Due Qualification. The Borrower is duly qualified to do business and is in good standing as a Delaware limited liability company and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualifications, licenses or approvals (including, as applicable, the origination, purchase, sale, pledge and servicing of the Receivables).
- (c) Power and Authority; Due Authorization. The Borrower (i) has all necessary power, authority and legal right to (A) execute and deliver the Borrower Basic Documents, (B) carry out the terms of the Borrower Basic Documents and (C) grant the security interest in the Collateral on the terms and conditions herein provided and (ii) has duly authorized by all necessary limited liability company action the execution, delivery and performance of the Borrower Basic Documents and the grant of the security interest in the Collateral on the terms and conditions herein and therein provided.
- (d) Binding Obligation. Each Borrower Basic Document constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).
- (e) No Violation. The execution and delivery of the Borrower Basic Documents, the consummation of the transactions contemplated by the Borrower Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Formation Documents or any Contractual Obligation of the Borrower, (ii) result in the creation or imposition of any Lien upon any of the Borrower's properties pursuant to the terms of any such Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.

- (f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the knowledge of the Borrower, threatened against the Borrower, before any Governmental Authority (i) asserting the invalidity of any Borrower Basic Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by the Borrower Basic Documents or (iii) seeking any determination or ruling that could reasonably be expected to have a Material Adverse Effect.
- (g) All Consents Required. All approvals, authorizations, consents, orders, licenses or other actions of any Person or of any Governmental Authority required for the due execution, delivery and performance by the Borrower of the Borrower Basic Documents have been obtained.
- (h) Bulk Sales. The execution, delivery and performance of this Agreement do not require compliance with any “bulk sales” act or similar law by the Borrower.
- (i) Solvency. The transactions contemplated by the Basic Documents do not and will not render the Borrower not Solvent.
- (j) Selection Procedures. No procedures believed by the Borrower to be adverse to the interests of the Lenders were utilized by the Borrower in identifying and/or selecting Receivables to be funded by the related Loans. In addition, each Receivable shall have been underwritten in accordance with and satisfy the standards of the Credit Policy in effect at the time of the origination of such Receivable.
- (k) Taxes. The Borrower has filed or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it and all such returns are correct in all material respects. The Borrower has paid or made adequate provisions for the payment of all Taxes shown on such tax returns and all material assessments made against it or any of its property (other than any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Borrower), and no Tax lien has been filed and, to the Borrower’s knowledge, no claim is being asserted, with respect to any such Tax.
- (l) Exchange Act Compliance; Regulations T, U and X. None of the transactions contemplated herein (including the use of the proceeds from the Loans and the pledge of the Collateral) will violate or result in a violation of Section 7 of the Exchange Act, or any regulations issued pursuant thereto, including Regulations T, U and X of the Federal Reserve Board, 12 C.F.R., Chapter II. The Borrower does not own or intend to carry or purchase, and no proceeds from the Loans will be used to carry or purchase, any “Margin Stock” within the meaning of Regulation U or to extend “Purpose Credit” within the meaning of Regulation U.

- (m) Quality of Title. Each Receivable, together with the Contract related thereto shall, at all times, be owned by the Borrower (or, in the case of the North Carolina Receivables that are not originated by a Bank Originator, the Trust), free and clear of any Lien except for Permitted Liens, and upon the making of the Loan, the Administrative Agent, on behalf of the Secured Parties, shall acquire a valid and perfected first priority security interest in each Receivable (or, in the case of the North Carolina Receivables, the 2021-1B SUBI Certificate) and, to the extent such a security interest can be perfected by filing a financing statement under the UCC (in the case of the Receivables other than North Carolina Receivables) or by possession thereof (in the case of the North Carolina Receivables evidenced by the 2021-1B SUBI Certificate), the related Collateral, free and clear of all Liens other than Permitted Liens. No effective financing statement or other instrument similar in effect covering any portion of the Collateral shall at any time be on file in any recording office except such as may be filed in favor of (i) Regional Management in accordance with the First Tier Master Purchase Agreement, the First Tier North Carolina Purchase Agreement and the Bank Originator Transfer Agreement, as applicable, (ii) the Borrower in accordance with the Second Tier Purchase Agreement or (iii) the Administrative Agent in accordance with this Agreement.
- (n) Security Interest. The Borrower has granted a security interest (as defined in the UCC) to the Administrative Agent, on behalf of the Secured Parties, in the Collateral, which is enforceable in accordance with Applicable Law upon execution and delivery of this Agreement. Upon the filing of UCC-1 financing statements naming the Administrative Agent, as secured party and the Borrower as debtor, the Administrative Agent, on behalf of the Secured Parties, shall have a first priority (except for any Permitted Liens) perfected security interest in the Collateral to the extent such an interest can be perfected by filing a financing statement under the UCC or maintaining such possession. All filings (including such UCC filings) as are necessary in any jurisdiction to perfect such security interest of the Administrative Agent, on behalf of the Secured Parties, in the Collateral have been (or prior to the applicable Loan will be) made.
- (o) Reports Accurate. All Monthly Reports, Monthly Loan Tapes and static pool information (if prepared by the Borrower, or to the extent that information contained therein is supplied by the Borrower, such portion supplied by the Borrower), information, exhibits, financial statements, documents, books, records or reports (including the data file indicating characteristics of the Receivables immediately prior to the Closing Date, and the data file indicating characteristics of the Subsequent Receivables prior to each subsequent Funding Date) furnished or to be furnished by the Borrower to each Agent, any Secured Party, the Backup Servicer or the Account Bank in connection with this Agreement are true, complete and correct in all material respects as of the dates specified therein or the date so furnished (as applicable).

- (p) Location of Offices. The principal place of business and chief executive office of the Borrower and the offices where the Borrower keeps all Records are located at the addresses referred to in Schedule H and have been so for the four (4) months preceding the Closing Date (or at such other locations as to which the notice and other requirements specified in Section 6.02(i), shall have been satisfied).
- (q) The Accounts. The Borrower has neither pledged nor assigned, nor entered into a control agreement with respect to either Account, other than in accordance with the terms of this Agreement and the Account Control Agreement. Each Account is a “securities account”, under and as defined in the relevant UCC.
- (r) Tax Status. The Borrower has not elected and will not elect to be treated as a corporation, nor, to its knowledge, has it engaged in any transaction which could result in it becoming treated as a corporation, for United States federal income tax purposes.
- (s) Tradenames and Place of Business. (i) The Borrower has no trade names, fictitious names, assumed names or “doing business as” names or other names under which it has done or is doing business and (ii) the principal place of business and chief executive office of the Borrower are located at the address of the Borrower set forth below its name on the signature pages of this Agreement and has been so for the last four (4) months.
- (t) Second Tier Purchase Agreement. The Second Tier Purchase Agreement is the only agreement pursuant to which the Borrower purchased the Receivables and the related Contracts.
- (u) Value Given. In consideration for the transfer to the Borrower of the Receivables and the related Collateral under the Second Tier Purchase Agreement, the Borrower shall have paid Regional Management an amount equal to the fair market value of the Receivables, and no such transfer shall have been made for or on account of an antecedent debt owed by Regional Management to the Borrower and no such transfer is or may be voidable or subject to avoidance under any Insolvency Law.
- (v) Accounting. The Borrower accounts for the transfers to it from Regional Management of the Receivables and related Collateral under the Second Tier Purchase Agreement as true sales/true contributions of such Receivables and related Collateral in its books, records and financial statements, in each case consistent with GAAP and with the requirements set forth herein.
- (w) Special Purpose Entity. The Borrower is in compliance with Section 6.02(q).
- (x) Confirmation from Regional Management. The Borrower has received in writing from Regional Management confirmation that, so long as the Borrower is not “insolvent” within the meaning of the Bankruptcy Code,

Regional Management will not cause the Borrower to file a voluntary petition under the Bankruptcy Code or any other Insolvency Laws. Each of the Borrower and Regional Management is aware that in light of the circumstances described in the preceding sentence and other relevant facts, the filing of a voluntary petition under the Bankruptcy Code for the purpose of making any Receivable or any other assets of the Borrower available to satisfy claims of the creditors of Regional Management would not result in making such assets available to satisfy such creditors under the Bankruptcy Code.

- (y) Investment Company Act. The Borrower (i) is not a “covered fund” as defined in the Volcker Rule and (ii) is not an “investment company” within the meaning of the Investment Company Act. The Borrower relies on an exclusion from the definition of “investment company” under the Investment Company Act contained in Section 3(c)(4) of the Investment Company Act, although there may be additional exclusions or exemptions available.
- (z) ERISA. Each Pension Plan established or maintained by Borrower or ERISA Affiliate is in compliance with applicable funding requirements. No prohibited transactions, accumulated funding deficiencies, withdrawals or reportable events have occurred with respect to any Pension Plan that, in the aggregate, could subject the Borrower to any material tax, penalty or other liability. No notice of intent to terminate a Pension Plan established or maintained by Borrower or ERISA Affiliate has been billed, nor has any Pension Plan been terminated under Section 4041(f) of ERISA, nor has the Pension Benefit Guaranty Corporation instituted proceedings to terminate, or appoint a trustee to administer such a Pension Plan and no event has occurred or condition exists that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such Pension Plan. None of the assets of the Borrower constitute Plan Assets of any Benefit Plan.
- (aa) Accuracy of Representations and Warranties. Each representation or warranty by the Borrower contained herein, in any other Borrower Basic Document or in any certificate or other document furnished by the Borrower pursuant hereto or thereto or in connection herewith or therewith is true and correct in all material respects.
- (bb) Representations and Warranties in Second Tier Purchase Agreement. The representations and warranties made by Regional Management to the Borrower in the Second Tier Purchase Agreement are hereby remade by the Borrower on each date to which they speak in the Second Tier Purchase Agreement, as if such representations and warranties were set forth herein. For purposes of this Section, such representations and warranties are incorporated herein by reference as if made by the Borrower to each of the Secured Parties under the terms hereof mutatis mutandis.

- (cc) Anti-Money Laundering Laws; Anti-Corruption Laws; Sanctions. None of Borrower nor any of its Affiliates (i) is in violation of any Sanctions, (ii) is a Sanctioned Target, (iii) is controlled by or is acting on behalf of a Sanctioned Target, or (iv) to the best knowledge of Borrower after due inquiry, is under investigation for an alleged breach of Sanctions by a governmental authority that enforces Sanctions. The proceeds of any Loan have not been and will not be used, directly or indirectly, in violation of applicable Sanctions, to fund any operations in, finance any investments or activities in or make any payments to a Sanctioned Target or otherwise in violation of Sanctions, Anti-Corruptions Laws or Anti-Money Laundering Laws. The operations of Borrower are, and have been, conducted at all times in compliance with all applicable Anti-Money Laundering Laws and Anti-Corruption Laws. No litigation, regulatory or administrative proceedings of or before any court, tribunal or agency with respect to any Anti-Money Laundering Laws or Anti-Corruption Laws have been initiated or (to the best of its knowledge and belief) threatened against each of Borrower or any Affiliates of Borrower.
- (dd) Money Services Business. The Borrower is not, nor is required to be registered as, nor will it at any time during the term of this Agreement be, or be required to be registered as, a “Money Services Business” within the meaning of the FinCEN rules at 31 C.F.R. 1010.100(ff).
- (ee) Disclosure. The Borrower has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the written reports, financial statements, certificates or other written information (other than general market or economic data) furnished by or on behalf of Borrower to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, it represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time (it being understood that forecasts and projections are subject to contingencies and no assurances can be given that any forecast or projection will be realized).
- (ff) Eligibility of Receivables.
- (i) As of the Closing Date, (A) Schedule C and the information contained in the Funding Request delivered pursuant to Section 2.01 is an accurate and complete listing in all material respects of the Receivables constituting a portion of the Collateral as of the date of the Initial Loan and the

information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (B) each such Receivable is an Eligible Receivable, (C) each such Receivable is free and clear of any Lien of any Person (other than Permitted Liens) and in compliance, in all material respects, with all Applicable Laws and (D) with respect to each such Receivable, all material consents, licenses, approvals or authorizations of or registrations or declarations with any Governmental Authority required to be obtained, effected or given by the Borrower in connection with the origination, purchase and pledge of such Receivable and the related Collateral to the Administrative Agent have been duly obtained, effected or given and are in full force and effect; and

(ii) As of each Funding Date other than the Funding Date on which the Initial Loan is made, the Borrower shall be deemed to represent and warrant that (A) Schedule C and the information contained in the related Funding Request is an accurate and complete listing in all material respects of the Receivables (including the Subsequent Receivables being transferred on such Funding Date) constituting a portion of the Collateral as of the date of the Subsequent Loan and the information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (B) each Subsequent Receivable referenced on the related Funding Request is an Eligible Receivable, (C) each such Subsequent Receivable is free and clear of any Lien of any Person (other than Permitted Liens) and is in compliance in all material respects with all Applicable Laws and (D) with respect to each such Subsequent Receivable, all material consents, licenses, approvals, authorizations, registrations or declarations with any Governmental Authority required to be obtained, effected or given by the Borrower in connection with the origination, purchase and pledge of such Subsequent Receivable and the related Collateral have been duly obtained, effected or given and are in full force and effect.

(gg) Security Interest. This Agreement constitutes a grant of a security interest in all Collateral to the Administrative Agent which upon the filing of financing statements in the applicable jurisdictions, shall be a first priority perfected security interest in all Collateral, subject only to Permitted Liens. Until the Facility Termination Date, neither the Borrower nor any Person claiming through or under the Borrower shall have any claim to or interest in any Account Collateral; provided, if this Agreement constitutes the grant of a security interest in such property, except for the interest of the Borrower in such property. The representations and warranties contained in Schedule F are true and correct in all material respects.

Section 5.02. Representations and Warranties of the Servicer. The Servicer represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

(a) Organization and Good Standing. The Servicer and each Subservicer has been duly organized and is validly existing as a corporation or limited liability

company, as applicable, in good standing under the laws of the State of its incorporation or formation, as applicable, with all requisite corporate power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to enter into and perform its obligations pursuant to this Agreement and the Servicer had at all relevant times, and now has all requisite corporate power and authority to acquire, own, sell and service the Receivables and the other Collateral.

- (b) Due Qualification. Each of the Servicer and each Subservicer is duly qualified to do business and is in good standing as a corporation or limited liability company, as applicable, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property and or the conduct of its business, including the origination and servicing of the Receivables, requires such qualification, licenses or approvals, except where the failure to so qualify could not reasonably be expected to result in a Material Adverse Effect.
- (c) Power and Authority; Due Authorization. The Servicer (i) has all necessary power, authority and legal right to (A) execute and deliver the Servicer Basic Documents and (B) carry out the terms of the Servicer Basic Documents and (ii) has duly authorized by all necessary corporate action the execution, delivery and performance of the Servicer Basic Documents.
- (d) Binding Obligation. Each Servicer Basic Document constitutes a legal, valid and binding obligation of the Servicer enforceable against the Servicer in accordance with its respective terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).
- (e) No Violation. The execution and delivery of the Servicer Basic Documents, the consummation of the transactions contemplated the Servicer Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Servicer's certificate of incorporation, bylaws or any Contractual Obligation of the Servicer, (ii) result in the creation or imposition of any Lien upon any of the Servicer's properties pursuant to the terms of any such certificate of incorporation, bylaws or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.
- (f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the best knowledge of the Servicer, threatened against the Servicer, before any Governmental Authority (i) asserting the invalidity of any Servicer Basic Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by any Servicer Basic Document, (iii) challenging the enforceability of a material portion of the Receivables or (iv) seeking any

determination or ruling that could reasonably be expected to have Material Adverse Effect.

- (g) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by the Servicer of the Servicer Basic Documents have been obtained.
- (h) Solvency. The transactions contemplated by the Basic Documents do not and will not render the Servicer not Solvent.
- (i) Taxes. The Servicer has filed or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it and all such returns are correct in all material respects. The Servicer has paid or made adequate provisions for the payment of all Taxes shown on such tax returns and all material assessments made against it or any of its property (other than any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Servicer), and no tax lien has been filed and, to the Servicer's knowledge, no claim is being asserted, with respect to any such Tax.
- (j) Reports Accurate. All Monthly Reports, information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Servicer or any Subservicer to any Agent, any Secured Party, the Backup Servicer or the Account Bank in connection with this Agreement are accurate, true and correct in all material respects as of the date specified therein or the date so furnished (as applicable).
- (k) Servicer's Performance. The Servicer has the knowledge, the experience and the systems, financial and operational capacity available to timely perform each of its obligations hereunder.
- (l) Compliance with the Collection Policy. The Servicer and each Subservicer has, with respect to the Receivables, complied in all material respects with the Collection Policy.
- (m) The Accounts. The Servicer has neither pledged nor assigned, nor entered into a control agreement with respect to, either Account or amounts on deposit therein with or to any other Person except the Administrative Agent and/or the Secured Parties with respect to the Account Control Agreement. Each Account is a "deposit account" or "securities account", in each case under and as defined in the relevant UCC.
- (n) Representations and Warranties in the Second Tier Purchase Agreement. The representations and warranties made by Regional Management in the Second Tier Purchase Agreement are hereby remade by Regional Management on each date to which they speak in the Second Tier Purchase Agreement, as if

such representations and warranties were set forth herein. For purposes of this subsection, such representations and warranties are incorporated herein by reference as if made by Regional Management to the Administrative Agent and to each of the Secured Parties under the terms hereof mutatis mutandis.

- (o) Anti-Corruption Laws and Sanctions. The Servicer has implemented and maintains in effect policies and procedures designed to ensure compliance by the Servicer and its Subsidiaries, directors, officers and employees with Anti-Corruption Laws and applicable Sanctions, and the Servicer, its Subsidiaries and their respective officers and employees and to the knowledge of the Servicer, their directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) the Servicer, any Subsidiary or to the knowledge of the Servicer any of their respective directors, officers or employees, or (ii) to the knowledge of the Servicer, any of their respective agents or any Subsidiary that will act in any capacity in connection with or benefit from the facility established hereby, is a Sanctioned Target. No advance, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.
- (p) Money Services Business. The Servicer is not, nor is required to be registered as, nor will it at any time during the term of this Agreement be, or be required to be registered as, a “Money Services Business” within the meaning of the FinCEN rules at 31 C.F.R. 1010.100(ff).
- (q) Electronic Contract. With respect to each Electronic Contract (or electronically authenticated original record of the executed Contract with respect to Electronic Contracts that do not constitute Electronic Chattel Paper), the Servicer represents that the Administrative Agent holds the Authoritative Copy of such Electronic Contract (or holds the electronically authenticated original record of the executed Contract with respect to Electronic Contracts that do not constitute Electronic Chattel Paper) in the Electronic Vault as pledgee of the Borrower or the Trust, as applicable, for the benefit of the Secured Parties.

Section 5.03. Representations and Warranties of the Backup Servicer. The Backup Servicer represents and warrants as of the Closing Date:

- (a) Organization and Good Standing. It has been duly organized, and is validly existing as a national banking association under the laws of the United States, with all requisite power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to execute, deliver and perform its obligations under the Basic Documents to which it is a party.
- (b) Power and Authority; Due Authorization. It (i) has all necessary power and authority to execute, deliver and carry out the terms of the Basic Documents

to which it is a party and (ii) has duly authorized by all necessary action on its part the execution, delivery and performance of such Basic Documents.

- (c) Binding Obligation. Each of the Basic Documents to which it is a party constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).
- (d) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, its organizational documents or any of its Contractual Obligations, (ii) result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such organizational documents or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law, to the extent applicable to Computershare.
- (e) No Proceedings. There is no litigation, proceeding or investigation pending or, to its knowledge, threatened against it, before any Governmental Authority (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or (iii) seeking any determination or ruling that could reasonably be expected to have a Material Adverse Effect (solely with respect to part (iv) of the definition thereof).
- (f) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by it of this Agreement have been obtained.

Section 5.04. Repurchase of Certain Receivables.

(a) Upon obtaining actual knowledge of a breach of any representation or warranty contained in Section 5.01(ff) hereof by the Borrower with respect to a Receivable at the time such representation or warranty was made, the Borrower and the Servicer shall disclose the identity of the affected Receivables on the next Monthly Report relating to the Collection Period in which such breach was discovered. Unless waived by the Required Lenders, the Borrower shall cause Regional Management to (A) cure such breach in all material respects, such that the representations and warranties contained in Section 5.01(ff) are true and correct with respect to each affected Receivable, (B) reacquire each affected Receivable for the related Release Price, as provided in the Second Tier Purchase Agreement or (C) substitute a Substitute Receivable for such affected Receivable, in each case, by the Payment Date relating to the Collection Period in which the Servicer obtained actual knowledge of the underlying breach with respect to each affected Receivable. In the event that Regional Management has not cured a breach of any representation or warranty contained in Section 5.01(ff) hereof by the Payment Date relating to

the Collection Period in which the Servicer obtained actual knowledge of such breach, Regional Management shall reacquire or substitute each such affected Receivable by such date as set forth herein. The Administrative Agent shall be deemed, upon receipt of the Release Price into the Collection Account or upon receipt of a Substitute Receivable in respect of any affected Receivable repurchased or substituted by the Borrower in accordance with the terms hereof, as applicable, to convey to the Borrower, without recourse, representation or warranty, all of its right, title and interest in each such affected Receivable. In any of the foregoing instances, the Borrower shall accept the release of each such affected Receivable from the Administrative Agent, and the aggregate Eligible Receivables Principal Balance shall be reduced by the Principal Balance (as of the end of the most recent Collection Period) of each such affected Receivable and, if applicable, increased by the Principal Balance of each such Substitute Receivable. On and after the date of release, any affected Receivable so released shall not be included in the Collateral and, as applicable, the related Substitute Receivable shall be included in the Collateral. In consideration of a release, the Borrower shall, on the date of release of such affected Receivable, make or cause to be made a deposit of the Release Price to the Collection Account in immediately available funds and/or via an ACH transaction. Upon each release to the Borrower of such an affected Receivable, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Receivable and all future monies due or to become due with respect thereto, all proceeds of such Receivable and Liquidation Proceeds relating thereto, all rights to security for any such Receivable, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Release Price). In connection with the addition of any Substitute Receivable to the Collateral in accordance with the terms of this Section 5.04, the Borrower shall be deemed to have represented, as of the related date of substitution, that such Substitute Receivable is an Eligible Receivable. The Administrative Agent shall, at the sole expense of the Servicer, execute such documents and instruments of release as may be prepared by the Servicer on behalf of the Borrower and take other such actions as shall reasonably be requested by the Borrower to effect the release of such a Receivable removed from the Collateral pursuant to this subsection. The Borrower shall deliver to the Administrative Agent and each Agent an updated Schedule of Receivables in connection with any such repurchase or substitution hereunder, in accordance with the terms of Section 3.03(c).

(b) [Reserved].

(c) The Administrative Agent shall have the right to enforce all rights of the Borrower under the Second Tier Purchase Agreement including the right to require Regional Management to repurchase Receivables for breaches of representations and warranties made by Regional Management.

(d) In the event that the Servicer breaches a servicing covenant pursuant to Section 7.03(c)(i), no later than the earlier of (i) knowledge by the Servicer of such event or (ii) receipt by the Servicer from the Administrative Agent, any Lender or the Borrower of written notice thereof, the Servicer shall (A) disclose the identity of each Receivable that is adversely affected in any material respect by such breach on the next Monthly Report relating to the Collection Period in which such Receivable was determined adversely affected by such breach and (B) on or before the next Payment Date relating to the Collection Period in which such Receivable was

determined adversely affected by such breach, to the extent such breach has not been cured or waived, make a deposit of the Release Price for each such adversely affected Receivable into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Receivable(s), in each case as described in Section 5.04(a).

(e) In the event that the Servicer identifies a third party to purchase a Defaulted Receivable (other than, for the avoidance of doubt, any Receivable required to be repurchased pursuant to Sections 5.04(a), (b) and (d)), the Servicer shall make a deposit of the Defaulted Receivable Release Price for such Defaulted Receivable into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Defaulted Receivable as described in Section 5.04(a) so that the Servicer, on its own behalf, can then sell such Defaulted Receivable to the third party purchaser. Upon the release to the Borrower of such Defaulted Receivable, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Defaulted Receivable and all future monies due or to become due with respect thereto, all proceeds of such Defaulted Receivable and Liquidation Proceeds relating thereto, all rights to security for any such Defaulted Receivable, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Defaulted Receivable Release Price).

(f) The Borrower or the Servicer, as applicable, shall provide written notice to the Administrative Agent, each Lender, the Backup Servicer and each Hedge Counterparty on the Monthly Report of any release of Receivables pursuant to Sections 5.04(a) and (d).

(g) For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, the Servicer's repurchase and/or reallocation obligations with respect to the North Carolina Receivables arising under this Section 5.04 shall be effected pursuant to, and in accordance with, the 2021-1B SUBI Servicing Agreement.

ARTICLE 6

COVENANTS

Section 6.01. Affirmative Covenants of the Borrower. From the Closing Date until the Facility Termination Date:

- (a) Compliance with Laws. The Borrower will comply in all material respects with all Applicable Laws, including those with respect to the Receivables.
- (b) Preservation of Existence. The Borrower will preserve and maintain its existence, rights, franchises and privileges in the State of Delaware, and qualify and remain qualified in good standing as a foreign limited liability company in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.
- (c) Performance and Compliance with Agreements. The Borrower will, at its expense, timely and fully perform and comply (or cause (i) Regional Management to perform and comply pursuant to this Agreement and other Basic Documents to which Regional Management is a party or (ii) each Originator (including any Bank Originator) to perform and comply pursuant to the related First Tier Purchase Agreement or the Bank Originator Program Documents, as applicable) with all provisions, covenants and other promises required to be observed by it under the Basic Documents and the Contracts.
- (d) Keeping of Records and Books of Account. The Borrower will (or will direct the Servicer on behalf of the Borrower to) maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables.
- (e) Borrower Assets. With respect to each Receivable, the Borrower will: (i) acquire such Receivable pursuant to and in accordance with the terms of the Second Tier Purchase Agreement, (ii) take all action necessary to perfect, protect and more fully evidence the Borrower's ownership of such Receivable, including (A) filing and maintaining effective financing statements (Form UCC-1) listing Regional Management as debtor in all necessary or appropriate filing offices (and will cause Regional Management to obtain similar financing statements from each Originator from which it acquired the Receivables), and filing continuation statements, amendments or assignments with respect thereto in such filing offices and (B) executing or causing to be executed such other instruments or notices as may be necessary or appropriate and (iii) take all additional action that the Administrative Agent or any Lender may reasonably request, including the filing of financing

statements (Form UCC-1) listing the Administrative Agent as secured party to perfect, protect and more fully evidence the respective interests of the parties to this Agreement in the Collateral on the Closing Date.

- (f) Delivery of Collections. The Borrower will deliver or cause to be delivered to the Servicer for further remittance to the Collection Account promptly (but in no event later than one Business Day after receipt) all Collections received by it.
- (g) Separate Existence. The Borrower shall be in compliance with the special purpose entity requirements set forth in Section 6.02(q).
- (h) Credit Policy and Collection Policy. The Borrower will cause the Servicer to (i) with respect to each Receivable, comply in all material respects with the Credit Policy and the Collection Policy, as applicable, throughout the life of such Receivable, (ii) furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any change to the Credit Policy or the Collection Policy that may be deemed adverse or material to a Secured Party, and with respect to any adverse change, the Borrower will not allow such change to be put into effect without the prior written consent of the Administrative Agent acting at the direction of the Required Lenders (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof); provided, that the requirements of this subclause (ii) shall not apply to any changes to the Credit Policy and the Collection Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore; and (iii) if the Servicer is Regional Management, furnish to the Administrative Agent and the Lenders revised versions of the Credit Policy and the Collection Policy, as applicable.
- (i) Events of Default and Facility Amortization Event. The Borrower will provide the Administrative Agent, each Lender and the Backup Servicer with written notice promptly and in any event within three (3) Business Days after a Responsible Officer of the Borrower obtains knowledge of the occurrence of an Event of Default, Unmatured Event of Default or Facility Amortization Event setting forth, in each case, the details of such event and the action that the Borrower proposes to take with respect thereto.
- (j) Taxes. The Borrower will file or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it. The Borrower will pay when due, cause to be paid when due, or make adequate and timely provisions for the payment when due of all federal Taxes and all other material Taxes and assessments made against it or any of its property (other than any amount of Tax the validity of which the Borrower may contest in good faith by appropriate proceedings, including appeals, and with respect to which the Borrower retains reserves in accordance with GAAP on the books

of the Borrower), including those required to meet the obligations of the Basic Documents.

- (k) Tax Status. The Borrower will not elect to be treated as a corporation or enter into any transaction which could reasonably be expected to result in it becoming taxable as a corporation, for U.S. federal income tax purposes.
- (l) Use of Proceeds. The Borrower will use the proceeds of the Loans only to acquire the Receivables from Regional Management pursuant to the Second Tier Purchase Agreement, and Regional Management will use the ultimate proceeds of the Loans only (i) to finance the acquisition of Receivables and (ii) to fund the fees and expenses arising under this Agreement and the other Basic Documents. No part of the proceeds of the Loans will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X.
- (m) Reporting. The Borrower will maintain for itself, or cause to be maintained, a system of accounting established and administered in accordance with GAAP and furnish or cause to be furnished to the Administrative Agent, each Lender and each Hedge Counterparty, if any, and, in the case of Monthly Reports, Monthly Loan Tapes and notices of material events, each Lender, the Account Bank and the Backup Servicer:
 - (i) Monthly Reports and Monthly Loan Tapes. Not later than each Reporting Date, a Monthly Report, a Monthly Loan Tape and such other information as reasonably requested by the Administrative Agent or a Lender.
 - (ii) Income Tax Liability. Within ten (10) Business Days after the receipt of revenue agent reports or other written proposals, determinations or assessments of the IRS or any other taxing authority which propose, determine or otherwise set forth positive adjustments to the Tax liability of any "affiliated group" (within the meaning of Section 1504(a)(1) of the Code) which equal or exceed \$1,000,000 in the aggregate, telephonic or telecopied notice (confirmed in writing within five (5) Business Days) specifying the nature of the items giving rise to such adjustments and the amounts thereof.
 - (iii) Tax Returns. Upon demand by the Administrative Agent or a Lender, copies of all federal, State and local Tax returns and reports filed by the Borrower, or in which the Borrower was included on a consolidated or combined basis (excluding sales, use and like taxes).
 - (iv) Auditors' Management Letters. Promptly after any auditors' management letters are received by the Borrower or by its accountants, which refer in whole or in part to any inadequacy, defect, problem, qualification or other lack of fully satisfactory accounting controls utilized by the Borrower.
 - (v) Representations. Promptly upon receiving knowledge of same, the Borrower shall notify the Administrative Agent and each Lender if any

representation or warranty set forth in Section 5.01 or 5.02 was incorrect at the time it was given or deemed to have been given and at the same time deliver to the Administrative Agent and each Lender a written notice setting forth in reasonable detail the nature of such facts and circumstances. In particular, but without limiting the foregoing, the Borrower shall notify the Administrative Agent and each Lender in the manner set forth in the preceding sentence before any Funding Date of any facts or circumstances within the knowledge of the Borrower which would render any of such representations and warranties untrue at the date when they were made or deemed to have been made.

(vi)ERISA. Promptly, and in any event within 30 days, after receiving notice of any “Reportable Event” (as defined in Title IV of ERISA) with respect to the Borrower (or any ERISA Affiliate thereof and for which the Borrower would have liability), a copy of such notice.

(vii)Proceedings. As soon as possible and in any event within three (3) Business Days after a Responsible Officer of the Borrower receives notice or obtains knowledge thereof, any settlement of, material judgment (including a material judgment with respect to the liability phase of a bifurcated trial) in or commencement of any labor controversy (of a material nature), material litigation, material action, material suit or material proceeding before any Governmental Authority, domestic or foreign, affecting the Regional Management Entities or their Affiliates.

(viii)Notice of Material Events. Promptly upon becoming aware thereof, notice of any other event or circumstance with respect to the Borrower that, in the reasonable judgment of the Borrower, is likely to have a Material Adverse Effect.

- (n) Accounting Policy. The Borrower will promptly notify the Administrative Agent and each Lender of any material change in the Borrower’s accounting policies that are not otherwise required by GAAP.
- (o) Notices Regarding Collateral. The Borrower will advise the Administrative Agent and each Lender in writing promptly, in reasonable detail, of (i) any Lien (other than Permitted Liens) asserted or claim made against a material portion of the Collateral, (ii) the occurrence of a material breach by the Borrower of any of its representations, warranties or covenants contained herein and (iii) the occurrence of any other event which would have a material adverse effect on the security interest of the Administrative Agent on behalf of the Secured Parties in the Collateral or the collectability of all or a material portion of the Receivables or which would have a material adverse effect on the security interests of the Administrative Agent for the benefit of the Secured Parties.
- (p) Reports Accurate. All Monthly Reports, Monthly Loan Tapes and static pool information (if prepared by the Borrower, or to the extent that information

contained therein is supplied by the Borrower, such portion supplied by the Borrower), information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Borrower to any Agent, any Secured Party and the Backup Servicer in connection with this Agreement will be true, complete and correct in all material respects.

- (q) Further Assurances. Promptly upon request by the Administrative Agent, or any Lender, the Borrower will (i) correct any material defect or error that may be discovered in any Basic Document other than a Hedging Agreement or in the execution, acknowledgment, filing or recordation thereof, and with respect to a Hedging Agreement request the relevant Hedge Counterparty to amend the Hedging Agreement to correct any material defect or error that may be discovered therein or in the execution, acknowledgment, filing or recordation thereof, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent or any Lender may reasonably require from time to time in order to (A) carry out more effectively the purposes of the Basic Documents, (B) to the fullest extent permitted by Applicable Law, subject the Borrower's properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Basic Documents, (C) perfect and maintain the validity, effectiveness and priority of any of the Basic Documents and any of the Liens intended to be created hereunder and thereunder and (D) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Basic Document or under any other instrument executed in connection with any Borrower Basic Document.

- (r) Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(i) The proceeds of any Loan shall not be used, directly or indirectly, for any purpose which would breach any applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(ii) The Borrower shall (i) conduct its business in compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions; and (ii) maintain policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) The proceeds of any Loan hereunder will not, directly or indirectly, be used to lend, contribute, or otherwise made available to any Person (i) to fund any activities or business of or with a Sanctioned Target, in violation of applicable Sanctions, or (ii) be used in any manner that would be prohibited by Sanctions or would otherwise cause Lenders to be in breach of any Sanctions. Borrower shall comply with all applicable Sanctions, and shall maintain policies and procedures reasonably designed to ensure compliance with Sanctions. Borrower shall notify

the Lenders in writing not more than five (5) Business Days after becoming aware of any breach of Section 5.01(cc) and 6.01(r).

(iv) The Borrower shall, promptly upon a Lender's reasonable request, deliver documentation in form and substance satisfactory to Lenders which Lenders deem reasonably necessary or desirable to evidence compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(v) The Borrower or one of its Affiliates will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower and its directors, officers and employees with Anti-Corruption Laws.

- (s) Other. The Borrower will furnish to the Administrative Agent and each Lender promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower or Regional Management as the Administrative Agent or a Lender may from time to time reasonably request in order to protect the interests of the Secured Parties under or as contemplated by this Agreement.
- (t) Bank Originator Program Documents. The Borrower shall promptly notify the Administrative Agent and the Lenders in writing of the occurrence of any of the following (i) any amendment to any Bank Originator Program Document (to the extent such amendment did not require Administrative Agent approval pursuant to Section 6.05(f) hereof), and (ii) the receipt or delivery of a termination notice with respect to the Bank Originator Program or any Bank Originator Program Document, immediately upon such receipt or delivery.

Section 6.02. Negative Covenants of the Borrower. From the Closing Date until the Facility Termination Date:

- (a) Indebtedness. The Borrower will not create, incur, assume or permit to exist any Indebtedness except Indebtedness pursuant to this Agreement or the other Basic Documents.
- (b) Liens. The Borrower will not create, incur, assume or permit to exist any Lien on any of its property, except for any Permitted Liens and Liens created under this Agreement or the other Basic Documents.
- (c) Other Business. The Borrower will not (i) engage in any business other than the transactions contemplated by the Basic Documents, (ii) incur any Indebtedness, obligation, liability or contingent obligation of any kind other than pursuant to this Agreement or any other Basic Document (excluding any incidental expenses incurred by the Borrower in connection with the performance of its obligations under the Basic Documents) or (iii) form any Subsidiary or make any Investments in any other Person.

- (d) Receivables Not to be Evidenced by Instruments. The Borrower will take no action to cause any Receivable that is not, as of the Closing Date or the related Funding Date, as applicable, evidenced by an Instrument, to be so evidenced except in connection with the enforcement or collection of such Receivable.
- (e) Security Interests. The Borrower will not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on any portion of the Collateral, whether now existing or hereafter transferred hereunder, or any interest therein, and the Borrower will not sell, pledge, assign or suffer to exist any Lien on its interest, if any, hereunder. The Borrower will promptly notify the Administrative Agent and each Lender of the existence of any Lien on any portion of the Collateral and the Borrower shall defend the right, title and interest of the Administrative Agent in, to and under such Collateral, against all claims of third parties; provided, however, that nothing in this subsection shall prevent or be deemed to prohibit the Borrower from suffering to exist Permitted Liens upon any portion of the Collateral.
- (f) The Accounts. The Borrower shall not create or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) and will not enter into any “control agreement” (as defined in the relevant UCC) with respect to either Account other than as set forth in, or permitted pursuant to, this Agreement and the Account Control Agreement.
- (g) Mergers, Acquisitions, Sales, Etc. The Borrower will not be a party to any merger or consolidation, or purchase or otherwise acquire all or substantially all of the assets or any stock or membership interests of any class of, or any partnership or joint venture interest in, any other Person, or, other than in compliance with the terms hereof, sell, transfer, convey or lease all or any substantial part of its assets, or sell or assign with or without recourse any portion of the Collateral or any interest therein (other than pursuant hereto).
- (h) Distributions. The Borrower shall not declare or pay, directly or indirectly, any dividend or make any other distribution (whether in cash or other property) with respect to the profits, assets or capital of the Borrower or any Person’s interest therein, or purchase, redeem or otherwise acquire for value any of its capital stock now or hereafter outstanding, except that so long as no Event of Default, Unmatured Event of Default or Facility Amortization Event has occurred and is continuing or would result therefrom, the Borrower may declare and pay cash or limited liability company membership interest distributions with funds distributed to the Borrower pursuant to Section 2.08 or Section 2.11(c), subject to Applicable Law.
- (i) Change of Name or Location of Receivable Files. The Borrower shall not (i) change its name, form or State of organization or change the location of its principal place of business and chief executive office, and the offices where it keeps the Records from the locations referred to in Schedule D or (ii) move,

or consent to the Servicer moving, the Receivable Files (other than any Electronic Contract, which shall be kept in the Electronic Vault) from the location thereof on the Closing Date (other than to another branch of Regional Management within the same State), without the prior written consent of the Required Lenders, provided that such consent may not be unreasonably withheld, and further provided that, the Borrower shall take all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent in the Collateral, subject only to Permitted Liens.

- (j) True Sale. Except for purposes of GAAP, the Borrower will not account for or treat the transactions contemplated by the First Tier Purchase Agreements, any Bank Originator Transfer Agreement and the Second Tier Purchase Agreement in any manner other than as the sale, or absolute assignment, of the Receivables and other Collateral by the Originators to Regional Management (in the case of the First Tier Purchase Agreements and the Bank Originator Transfer Agreement) and by Regional Management to the Borrower (in the case of the Second Tier Purchase Agreement).
- (k) ERISA Matters. The Borrower will not (i) assuming that no portion of the Loans are funded or held with Plan Assets of any Benefit Plan, engage or permit any ERISA Affiliate to engage in any prohibited transaction for which an exemption is not available, or has not previously been obtained from the United States Department of Labor, (ii) fail, or permit any ERISA Affiliate to fail, to satisfy the “minimum funding standard” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived, (iii) file, or permit any ERISA Affiliate to file, an application for a waiver of the minimum funding standard pursuant to Section 412(c) of the Code or Section 303(c) of ERISA with respect to any Pension Plan, (iv) incur, or permit any ERISA Affiliate to incur, any liability under Title IV of ERISA with respect to the termination of any Pension Plan, (v) fail, or permit any ERISA Affiliate to fail, to make any payments to a Multiemployer Plan that the Borrower or any ERISA Affiliate may be required to make under the agreement relating to such Multiemployer Plan or any law pertaining thereto, (vi) terminate any Pension Plan so as to result in any liability or (vii) permit to exist any occurrence of any “Reportable Event” described in Title IV of ERISA.
- (l) Formation Documents; Borrower Basic Documents. Without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), the Borrower will not (i) amend, modify, waive or terminate any provision of its Formation Documents or any other Borrower Basic Document or (ii) permit the Member to amend, modify or terminate its Certificate of Formation or its limited liability company agreement. The Servicer shall provide a copy of each such proposed amendment, waiver or other modification to each Rating Agency, if any.

- (m) Changes in Payment Instructions. The Borrower will not add or make any change, or permit the Servicer or any Subservicer to make any change, in its instructions (i) to Obligor regarding payments in respect of the Receivables to be made to the Borrower, the Servicer or any Subservicer in which payments in respect of the Receivables are made and (ii) regarding payments to be made to the Administrative Agent or the Lenders with respect to the Collateral, each unless the Administrative Agent and the affected Lenders have consented to such change and has received duly executed copies of all documentation related thereto, which documentation shall be satisfactory in form and substance to the Administrative Agent and such Lenders; provided that the option to accept ACH payments or debit card payments from the related Obligor will not be deemed a change in payment instructions for purposes of this Section 6.02(m).
- (n) Extension or Amendment. The Borrower will not, except as otherwise permitted in Section 7.03(c)(i), extend, amend or otherwise modify, or permit the Servicer to extend, amend or otherwise modify, the terms of any Contract.
- (o) Collection Policy. Subject to Sections 6.01(h) and 6.04(j), the Borrower will not materially amend, modify, restate or replace, in whole or in part, the Collection Policy, which change would impair the collectability of the Receivables or otherwise adversely affect the interests or the remedies of the Secured Parties under the Basic Documents, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof); provided, that the requirements of this clause (o) shall not apply to any changes to the Collection Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore.
- (p) No Assignments. The Borrower will not assign or delegate, grant any interest in or permit any Lien (other than Permitted Liens) to exist upon any of its rights, obligations or duties under this Agreement without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders).
- (q) Special Purpose Entity. The Borrower will not (nor has it taken any such action in the past):
- (i) engage in any business or activity other than the purchase and receipt of Receivables and related assets under the Second Tier Purchase Agreement, the pledge of Receivables and related assets under the Basic Documents and such other activities as are incidental thereto;
 - (ii) acquire or own any material assets other than (A) the Receivables and related assets under the Second Tier Purchase Agreement, (B) incidental

property as may be necessary for the operation of the Borrower and (C) cash generated from the foregoing;

(iii) merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case first obtaining the Administrative Agent's consent (acting at the direction of the Required Lenders);

(iv) elect for the Borrower to be treated, or otherwise knowingly take any action that reasonably could cause Borrower to become taxable, as a corporation for U.S. federal income tax purposes;

(v) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), amend, modify, terminate, fail to comply with the provisions of its Formation Documents or fail to observe corporate formalities;

(vi) own any Subsidiary or make any Investment in any Person, or own any equity interest in any other entity, without the consent of the Administrative Agent (acting at the direction of the Required Lenders), except for the 2021-1B SUBI Certificate with respect to the Trust;

(vii) commingle its assets with the assets of any of its Affiliates, or of any other Person, except to the extent contemplated by this Agreement;

(viii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than Indebtedness to the Secured Parties hereunder or under any other Basic Document or in conjunction with a repayment of the Aggregate Unpaid, except for trade payables in the ordinary course of its business, provided that such debt is not evidenced by a note and paid when due;

(ix) [Reserved];

(x) fail to maintain its records, books of account and bank accounts separate and apart from those of any other Person; provided, however, that the Borrower may be included in Regional Management's consolidated financial statements for Tax and reporting purposes;

(xi) seek its dissolution or winding up, in whole or in part;

(xii) enter into any contract or agreement with any of its principals or Affiliates or any other Person, except as contemplated by this Agreement upon terms and conditions that are commercially reasonable and intrinsically fair and

substantially similar to those that would be available on an arm's-length basis with third parties other than its Affiliates;

(xiii) fail to correct any known misunderstandings regarding the separate identity of the Borrower from any principal or Affiliate thereof or from any other Person;

(xiv) guarantee, become obligated for, or hold itself out to be responsible for the debt of another Person;

(xv) make any loan or advances to any third party, including any principal or Affiliate, or hold evidence of Indebtedness issued by any other Person (other than Permitted Investments and Contracts);

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that it is responsible for the debts of any third party (including any of its principals or Affiliates);

(xvii) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(xviii) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable Insolvency Laws or make an assignment for the benefit of creditors;

(xix) hold itself out as or be considered as a department or division of (A) any of its principals or Affiliates, (B) any Affiliate of a principal or (C) any other Person;

(xx) permit any transfer (whether in any one or more transactions) of a direct or indirect ownership interest in the Borrower unless the Borrower delivers to the Administrative Agent and each Lender an acceptable non-consolidation opinion;

(xxi) fail to maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person, or have its assets listed on the financial statement of any other Person; provided, however, that the Borrower may be included in Regional Management's consolidated financial statements for Tax and reporting purposes;

(xxii) fail to pay its own liabilities and expenses only out of its own funds;

(xxiii) fail to pay or cause to be paid the salaries of its own employees, if applicable, in light of its contemplated business operations;

(xxiv)acquire obligations or securities of its Affiliates or stockholders;

(xxv)fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

(xxvi)fail to use separate invoices and checks bearing its own name;

(xxvii)pledge its assets for the benefit of any other Person, other than with respect to payment of the Indebtedness to the Secured Parties hereunder;

(xxviii)fail at any time to have at least one Independent Manager on its board of managers; provided, however, such Independent Manager may be an independent director or manager of another special purpose entity affiliated with Regional Management;

(xxix)fail to provide that the unanimous consent of all managers of the Borrower (including the consent of the Independent Manager) is required for the Borrower to (A) dissolve or liquidate, in whole or part, or institute proceedings to be adjudicated bankrupt or not Solvent, (B) institute or consent to the institution of bankruptcy or Insolvency Proceedings against it, (C) file a petition seeking or consent to reorganization or relief under any Insolvency Law, (D) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Borrower, (E) make any assignment for the benefit of the Borrower's creditors, (F) admit in writing its inability to pay its debts generally as they become due or (G) take any action in furtherance of any of the foregoing;

(xxx)replace or appoint any Person as an Independent Manager of the Borrower (A) who does not satisfy the definition of an Independent Manager and (B) with less than ten days' prior written notice to the Administrative Agent and each Lender and without an Officer's Certificate of Regional Management that the prospective Independent Manager satisfies the definition of an Independent Manager;

(xxxi)(A) amend, restate, supplement or otherwise modify its Formation Documents in any respect that would impair its ability to comply with the Basic Documents or (B) fail to require in its limited liability company agreement that no Independent Manager may be replaced or appointed with less than ten days' prior written notice to the Administrative Agent and each Lender and a certification by Regional Management that the prospective Independent Manager satisfies the definition of an Independent Manager; and

(xxxii)not take or refrain from taking, as applicable, each of the activities specified in the non-consolidation opinion of Alston & Bird, LLP, dated the Closing Date, upon which the conclusions expressed therein are based.

- (r) Residual Interest Conveyance. The Borrower will not transfer any interest or residual interest in (i) its rights to receive amounts pursuant to Section 2.08(a)(xii) or (ii) its membership or other equity interests.
- (s) [Reserved].
- (t) Additional Collateral. In no event shall Receivables be transferred to the Borrower on or after the Revolving Period Termination Date.
- (u) Credit Policy. Subject to Section 6.01(h), the Borrower will not consent to Regional Management's amendment, modification, restatement or replacement, in whole or in part, of the Credit Policy, which change could adversely affect the interests or the remedies of the Secured Parties under the Basic Documents, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five Business Days of their receipt thereof); provided, that the requirements of this clause (u) shall not apply to any changes to the Credit Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore.

Section 6.03. Covenant of the Borrower Relating to Hedging.

- (a) Unless otherwise directed in writing by the Administrative Agent (acting at the direction of the Required Lenders), the Borrower shall, within ten (10) Business Days of the occurrence of an Interest Rate Hedge Trigger, enter into one or more Hedge Transactions to hedge the Interest Rate risk with respect to the Loans, each of which shall be in the form of an interest rate cap and have a strike rate equal to the rate necessary to cause the Excess Spread Percentage to be greater than or equal to 16.50% and otherwise be in form and substance reasonably satisfactory (including the notional amount, term and amortization rate (if any) of such Hedge Transaction) to the Administrative Agent, acting at the direction of the Required Lenders. Each such Hedge Transaction shall be entered into with a Hedge Counterparty and governed by a Hedging Agreement. Under the Hedging Agreement, the initial aggregate notional amount of the Hedge Transaction shall equal at least 95.0% of the Loans Outstanding at that time. For so long as an Interest Rate Hedge Trigger is outstanding, the Borrower shall maintain Hedge Transactions in accordance with this Section 6.03 with an aggregate notional amount that is at least 95.0% of the Loans Outstanding at any such time. The Borrower shall deliver to the Administrative Agent (and the Administrative Agent to deliver to each Lender) a copy of all documents related to any Hedging Agreement, including confirmations, schedules and an aggregate notional amortization schedule. The Borrower shall provide each Rating Agency (if any) with notice of any Hedging Agreement that may be entered into as provided in this Section.
- (b) [Reserved].

- (c) [Reserved].
- (d) As additional security hereunder, the Borrower will collaterally assign to the Administrative Agent for the benefit of the Secured Parties, at the time each Hedging Agreement is entered into, all right, title and interest of the Borrower in the Hedge Collateral. The Borrower acknowledges that, as a result of that assignment, the Borrower may not, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), exercise any rights under any Hedging Agreement or Hedge Transaction, except for (i) the Borrower's right under any Hedging Agreement to enter into Hedge Transactions in order to meet the Borrower's obligations hereunder, (ii) the Borrower's right to unwind the Hedge Transactions and terminate any Hedging Agreement to the extent the aggregate notional amount of the Hedge Transactions exceed 95.0% of the Loans Outstanding at any such time, (iii) the Borrower's right to unwind the Hedge Transactions and terminate any Hedging Agreement to the extent an Interest Rate Hedge Trigger that has occurred is no longer continuing and (iv) the Borrower's right to terminate and replace the Hedging Agreement entered into with a Hedge Counterparty where a "Termination Event" or "Event of Default" has occurred with respect to the Hedge Counterparty. Nothing herein shall have the effect of releasing the Borrower from any of its obligations under any Hedging Agreement or any Hedge Transaction, nor be construed as requiring the consent of any Secured Party for the performance by the Borrower of any such obligations.

Section 6.04. Affirmative Covenants of the Servicer. From the Closing Date until the Facility Termination Date:

- (a) Compliance with Laws. The Servicer will comply in all material respects with all Applicable Laws, including those with respect to the Contracts, the Receivables and the Receivable Files or any part thereof, except where the failure to so qualify could not reasonably be expected to result in a Material Adverse Effect.
- (b) Preservation of Corporate Existence. The Servicer will preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.
- (c) Obligations and Compliance with Receivables. The Servicer will fulfill and comply with all obligations on the part of the Borrower to be fulfilled or complied with under or in connection with each Receivable and will do nothing to impair the rights of the Administrative Agent in, to and under the Collateral.

- (d) Performance and Compliance with Servicer Basic Documents. The Servicer will timely and fully perform and comply with all provisions, covenants and other promises required to be observed by it under the Servicer Basic Documents.
- (e) Keeping of Records and Books of Account. The Servicer will maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables, including the Servicer Files, in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables, including the Servicer Files.
- (f) Taxes. The Servicer will file all federal tax returns and all other material tax returns that are required to be filed by it and pay any and all Taxes shown on such tax returns and any other material Taxes, including those required to meet the obligations of the Basic Documents; provided, however, that the Servicer shall not be required to pay any such Tax if and so long as the amount, applicability or validity thereof is being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Servicer.
- (g) Use of Proceeds. Regional Management will use the monies remitted to it by the Borrower pursuant to the Second Tier Purchase Agreement (*i.e.*, the net proceeds of the Loan) only (i) to finance the acquisition of the Receivables, (ii) to fund the fees and expenses arising under this Agreement and the other Basic Documents and (iii) for general corporate purposes. No part of the proceeds of the Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X.
- (h) Preservation of Security Interest. The Servicer will execute and file such financing and continuation statements and any other documents that may be required by any Applicable Law or regulation of any Governmental Authority to preserve and protect fully the security interest of the Administrative Agent in, to and under the Collateral.
- (i) Collateral. The Servicer shall (i) deliver or cause to be delivered to the Borrower no later than two (2) Business Day preceding the related Funding Date, as the case may be, the current Schedule of Receivables and (ii) with respect to any Receivable, retain the original Receivable File (provided that Electronic Contracts shall be maintained in the Electronic Vault). Notwithstanding any other provision of this Agreement, the Servicer may release any underlying collateral from the security interest created by the related Receivable when the Servicer deposits into the Collection Account an amount equal to the related Release Price or the entire amount of Liquidation Proceeds and other Collections it has received or expects to receive with respect to such Receivable and such underlying collateral.

- (j) Credit Policy and Collection Policy. The Servicer and each Subservicer will comply in all material respects with the Credit Policy and the Collection Policy in regard to each Receivable. The initial Servicer shall furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any change to the Credit Policy or the Collection Policy that may be deemed adverse or material to a Secured Party, and with respect to any adverse change, the initial Servicer will not allow any such change to be put into effect without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof). The initial Servicer will not agree to or otherwise permit to occur any change to the Credit Policy or the Collection Policy, which change would reasonably be expected to impair the collectability of any Receivable or otherwise adversely affect the interests or remedies of the Secured Parties under this Agreement or any other Basic Document, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof). The initial Servicer will cause to be delivered to the Administrative Agent, each Lender and the Backup Servicer a modified Credit Policy and Collection Policy including each change thereto, for inclusion, respectively, as Exhibits D and E. Notwithstanding anything herein to the contrary, the requirements of this clause (j) shall not apply to any changes to the Credit Policy and the Collection Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore.
- (k) Events of Default and Facility Amortization Event. The Servicer will furnish to the Administrative Agent, each Rating Agency (if any), the Backup Servicer, each Lender and Hedge Counterparty, as soon as possible and in any event within three (3) Business Days after the occurrence of each Event of Default, Unmatured Event of Default and Facility Amortization Event, a written statement of its chief financial officer or chief accounting officer setting forth the details of such event and the action that the Servicer proposes to take with respect thereto.
- (l) Other. The Servicer will furnish or cause to be furnished to the Administrative Agent and each Lender, promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower, the Servicer or an Originator as the Administrative Agent or a Lender may from time to time reasonably request in order to protect the interests of the Secured Parties under or as contemplated by this Agreement.
- (m) Losses, Etc. In any suit, proceeding or action brought by the Backup Servicer, the Account Bank or any Secured Party for any sum owing thereto, the Servicer shall save, indemnify and keep each such entity harmless from and

against all fees, claims, costs, expense, loss or damage (including attorneys' fees and expenses and court costs) suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Obligor under the Receivables, arising out of a breach by the Servicer of any obligation under the related Receivable or arising out of any other agreement, Indebtedness or liability at any time owing to or in favor of such Obligor or its successor from the Servicer, and all such obligations of the Servicer shall be and remain enforceable against and only against the Servicer and shall not be enforceable against each such entity. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any dispute, action, claim or suit) brought by an indemnified party of any indemnification or other obligation of the Servicer. The provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

- (n) Notice Regarding Collateral. The Servicer shall advise the Administrative Agent and each Lender in writing promptly, in reasonable detail of (i) any Lien (other than Permitted Liens) asserted or claim made against any portion of the Collateral, (ii) the occurrence of any breach by the Servicer of any of its representations, warranties and covenants contained herein and (iii) the occurrence of any other event which could have a material adverse effect on the security interest of the Administrative Agent on behalf of the Secured Parties in the Collateral or the collectability of all or a material portion of the Receivables, or which could have a material adverse effect on the security interests of the Administrative Agent for the benefit of the Secured Parties.
- (o) Realization on Receivables. In the event that the Servicer realizes upon any Receivable, the methods utilized by the Servicer to realize upon such Receivable or otherwise enforce any provisions of such Receivable will not subject the Servicer, the Borrower, any Secured Party, any Agent or the Backup Servicer to liability under any federal, State or local law, and any such realization or enforcement by the Servicer will be conducted in accordance with the provisions of this Agreement, the Collection Policy and Applicable Law.
- (p) Accounting Policy. The initial Servicer will promptly notify the Administrative Agent, each Agent and each Lender of any material change in the Servicer's accounting policies.
- (q) Additional Information. The Servicer shall, within two (2) Business Days of its receipt thereof, respond to reasonable written directions or written requests for information that the Backup Servicer, the Account Bank, the Borrower, the Administrative Agent, each Agent or each Lender might have with respect to the administration of the Receivables.

- (r) Anti-Corruption Laws. The Servicer will maintain in effect and enforce policies and procedures designed to ensure compliance by the Servicer and each of its Subsidiaries and its or their respective directors, officers and employees with Anti-Corruption Laws.
- (s) Additional Covenants. The Servicer will (i) immediately notify the Borrower, the Backup Servicer, the Administrative Agent, each Agent, each Lender and the Account Bank of the existence of any Lien on any portion of the Collateral (other than the Lien of the Administrative Agent and Permitted Liens) if the Servicer has actual knowledge thereof, (ii) defend the right, title and interest of such entities in, to and under the Collateral against all claims of third parties claiming through or under the Servicer, (iii) transfer to the Account Bank for deposit into the Collection Account, all payments received by the Servicer with respect to the Collateral in accordance with this Agreement other than during a Dominion Period or a Report Failure Period, (iv) comply with the terms and conditions of this Agreement relating to the obligation of the Borrower to remove Receivables from the Collateral pursuant to this Agreement and the obligation of Regional Management to reacquire Receivables from the Borrower pursuant to the Second Tier Purchase Agreement, (v) promptly notify the Borrower, the Administrative Agent, each Agent, each Lender, the Backup Servicer and the Account Bank of the occurrence of any Servicer Termination Event and any breach by the Servicer of any of its covenants or representations and warranties contained herein, (vi) promptly notify the Borrower, the Administrative Agent, each Agent, each Lender, the Backup Servicer and the Account Bank of the occurrence of any event which, to the knowledge of the Servicer, would require that the Borrower make or cause to be made any filings, reports, notices or applications or seek any consents or authorizations from any and all Government Authorities in accordance with the relevant UCC as may be necessary or advisable to create, maintain and protect a first priority security interest of the Administrative Agent in, to and on the Collateral, (vii) immediately notify the Backup Servicer if any changes to the Collection Policy or the servicing platform occur and (viii) not impair the rights of the Borrower or the Secured Parties in the Collateral.
- (t) Bank Originator Program Documents. The Servicer shall promptly notify the Administrative Agent and the Lenders in writing of the occurrence of any of the following (i) any amendment to any Bank Originator Program Document (to the extent such amendment did not require Administrative Agent approval pursuant to Section 6.05(f) hereof) and (ii) the receipt or delivery of a termination notice with respect to the Bank Originator Program or any Bank Originator Program Document immediately upon such receipt or delivery.

Section 6.05. Negative Covenants of the Servicer. From the Closing Date until the Facility Termination Date:

- (a) Collection Account; Reserve Account. The Servicer shall not create or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) with respect to the Collection Account or the Reserve Account. The Servicer shall not grant the right to take dominion or “control” (as defined in the relevant UCC) at a future time or upon the occurrence of a future event to any Person with respect to such Collection Account or the Reserve Account.
- (b) Mergers, Acquisition, Sales, Etc. The initial Servicer shall not (i) consolidate with or merge into any other Person or (ii) convey or transfer all or substantially all of its assets to any other Person; provided, that the Servicer may (A) merge with another Person if (1)(x) the initial Servicer is the entity surviving such merger or (y) the Person with whom the Servicer is merged into or consolidated assumes in writing all duties and liabilities of the initial Servicer hereunder, (2) the initial Servicer shall have delivered prior written notice of such consolidation, merger, conveyance or transfer to the Administrative Agent and each Lender and (3) immediately after giving effect to such merger, no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing and (B) convey or transfer all or substantially all of its assets to a Person if (1) such Person assumes in writing all duties and liabilities of the Servicer hereunder, (2) the initial Servicer shall have delivered prior written notice of such consolidation, merger, conveyance or transfer to the Administrative Agent and each Lender and (3) immediately after giving effect to such transfer, no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing.
- (c) Change of Name or Location of Servicer Files or Receivable Files. The initial Servicer shall not (i) change its name or its State of organization or move the location of its principal place of business and chief executive office from the locations referred to in Schedule D or (ii) move the Receivables (including the Receivable Files or the Servicer Files (other than any Electronic Contract, which shall be kept in the Electronic Vault)) from the locations referred to in Schedule D (other than to another branch of Regional Management within the same State) without the prior written consent of the Required Lenders, provided that such consent may not be unreasonably withheld, and further provided that, the Servicer shall take all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent for the benefit of the Secured Parties, in the Collateral, subject only to Permitted Liens.
- (d) Change in Payment Instructions to Obligors. The Servicer will not make any change in its instructions to the Obligors regarding payments to be made to the Borrower, the Servicer or a Subservicer, unless the Administrative Agent (acting at the direction of the Required Lenders) has consented to such change and has received duly executed documentation related thereto, provided that the option to accept ACH payments or debit card payments from the related

Obligors will not be deemed a change in payment instructions for purposes of this Section 6.05(d).

- (e) Extension or Amendment of Contracts. The Servicer will not, except as otherwise permitted in Section 7.03(c)(i), extend, amend or otherwise modify the terms of any Contract.
- (f) Amendment to Bank Originator Program Documents. Without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), which consent shall not be unreasonably withheld or delayed, the Servicer will not materially amend, modify, waive or terminate any provision of the Bank Originator Program Documents.
- (g) No Liens. The Servicer shall not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien (other than the Lien created by this Agreement) on the Collateral or any interest therein, the Servicer will notify the Administrative Agent and each Lender of the existence of any Lien on any portion of the Collateral immediately upon discovery thereof (but in no event later than three (3) Business Days after discovery thereof), and the Servicer shall defend the right, title and interest of the Administrative Agent on behalf of the Secured Parties in, to and under the Collateral against all claims of third parties claiming through or under the Servicer.
- (h) Anti-Corruption Laws. The Servicer shall not use, nor shall cause its Subsidiaries and its or their respective directors, officers, employees and agents to use, the proceeds of the Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Target, in violation of applicable Sanctions, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.
- (i) Release; Additional Covenants. The Servicer shall not (i) release any underlying collateral securing any Receivable from the security interest granted therein by such Receivable in whole or in part except in the event of payment in full by the Obligor thereunder or upon transfer of such underlying collateral to a purchaser following repossession by the Servicer, (ii) impair the rights of the Borrower, the Administrative Agent or the Secured Parties in the Collateral, (iii) increase the number of Scheduled Payments due under a Receivable except as permitted herein, (iv) prior to the payment in full of any Receivable, sell, pledge, assign, or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on such Receivable or any interest therein, (v) impair the rights of the Borrower or the Secured Parties in the Collateral or (vi) sell, pledge, assign, or transfer to any other Person, or

grant, create, incur, assume or suffer to exist any Lien on the Collateral or any interest therein.

- (j) Ownership Interest. Regional Management, as Servicer, shall not sell, transfer, convey, assign or pledge any portion of its limited liability company interest in the Borrower without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders).
- (k) UTI. Regional Management shall not permit or cause the UTI or the UTI Certificate to be transferred to any Person without the prior written consent of the Required Lenders and receipt by the Administrative Agent and the Required Lenders of an opinion of counsel, reasonably satisfactory to the Required Lenders, as to the non-substantive consolidation of the Trust in the event such Person becomes a debtor in a voluntary or involuntary bankruptcy case which opinion of counsel shall be obtained by and at the expense of the transferor. Regional Management shall not permit or cause any North Carolina Receivable to be reallocated from the 2021-1B SUBI except as permitted by and subject to the satisfaction of the conditions in Section 3.02 and Section 5.05.

ARTICLE 7

ADMINISTRATION AND SERVICING OF CONTRACTS

Section 7.01. Designation of Servicing. The Administrative Agent, each Agent, each Lender and the Borrower, at the direction of and on behalf of the Administrative Agent, hereby appoint Regional Management, as Servicer to service, manage, collect and administer each of the Receivables and the other Collateral, and to enforce its respective rights and interests in and under the Collateral and Regional Management hereby accepts such appointment and agrees to perform the duties and responsibilities of the Servicer pursuant to the terms hereof.

Section 7.02. Servicing Compensation. As compensation for its servicing activities hereunder and reimbursement for its expenses, the Servicer shall be entitled to receive the Servicing Fee to the extent of funds available therefor pursuant to Section 2.08. The Servicer shall be further entitled to retain as additional servicing compensation any and all ancillary fees and payments from Obligors, including administrative fees and similar charges allowed by Applicable Law, but excluding extension fees and late fees.

Section 7.03. Duties of the Servicer.

(a) Standard of Care. The Servicer shall take or cause to be taken all such action as may be necessary or advisable to collect each Receivable from time to time, all in accordance with Applicable Law, with reasonable care and diligence and in accordance with the Collection Policy.

(b) Records Held in Trust. The Servicer shall hold in trust for the Borrower and the Secured Parties all records which evidence or relate to all or any part of the Collateral. In the event that a Successor Servicer assumes the servicing responsibilities of the Servicer, the outgoing Servicer shall promptly deliver to the Successor Servicer, and the Successor Servicer shall hold in trust for the Borrower and the Secured Parties, all records which evidence or relate to all or any part of the Collateral.

(c) Collection Practices.

(i) The Servicer shall be responsible for collection of payments called for under the terms and provisions of the Contracts, as and when the same shall become due. The Servicer, in making collection of Receivable payments pursuant to this Agreement, shall be acting as agent for the Secured Parties, and shall be deemed to be holding such funds in trust on behalf of and as agent for Borrower and the Secured Parties. The Servicer, consistent with the Collection Policy, shall service, manage, administer and make collections on the Receivables on behalf of the Borrower and shall have full power and authority to do any and all things which it may deem necessary or desirable in connection therewith which are not inconsistent with this Agreement. The Servicer may in its discretion (1) grant extensions, rebates or adjustments on a Contract in accordance with the Collection Policy and amend or modify any Contract or Receivable in accordance with the Credit Policy and the Collection Policy and (2) waive any late payment charge or any other fees (not including interest on the Principal Balance of a

Receivable) that may be collected in the ordinary course of servicing any Receivable; *provided* that the Servicer shall not modify the APR, the number or amount of the Scheduled Payments or the Principal Balance unless the Concentration Limits are satisfied after giving effect to such modification and the Servicer shall not extend any Contract unless such extension complies with the Collection Policy, in each case, except if such modification is required by Applicable Law or court order issued pursuant to Insolvency Proceedings involving the related Obligor. The Servicer shall also enforce (A) all rights of the Borrower under the Second Tier Purchase Agreement, including the right to require Regional Management to repurchase Receivables for breaches of its representations and warranties, (B) its rights under the related First Tier Purchase Agreement, including the right to require each related Originator (other than the Bank Originator) to repurchase Receivables for breaches of its representations and warranties, (C) its rights under the Bank Originator Program Documents and (D) its rights under the 2021-1B SUBI Supplement, including the right to require the Initial Beneficiary to repurchase North Carolina Receivables for breaches of its representations and warranties relating to the eligibility of the North Carolina Receivables allocated to the 2021-1B SUBI.

(ii) If the full amount of a Scheduled Payment due under a Receivable is not received within five (5) Business Days after its due date, the Servicer will, in accordance with the Collection Policy, make reasonable and customary efforts to contact the related Obligor. The Servicer shall continue its efforts in accordance with the Collection Policy to obtain such payment from an Obligor whose payment has not been made until the Servicer has determined in its discretion that all amounts due and payable which are collectable on the Receivable have been collected. The Servicer shall use its best efforts, consistent with the Collection Policy, to collect funds on a Defaulted Receivable.

(d) Deposit of Collections. Except as otherwise provided in Section 7.03(c)(ii), the Servicer shall deposit or cause to be deposited by electronic funds transfer all Collections to the Collection Account as promptly as possible after the date of processing of such Collections but in no event later than the second (2nd) Business Day following the date of processing of such Collections by the applicable Subservicer, or if such Collections were received directly by the Servicer, the Servicer; *provided, that*, such “processing” of any Collections will not begin prior to the date on which the Servicer or the related Subservicer, as applicable, has received such Collections.

(e) Subservicers; Third-Party Service Providers. The Servicer may at any time and from time to time delegate in the ordinary course of business any or all of its duties and obligations hereunder to one or more Subservicers or any third-party service providers consented to in writing by the Administrative Agent (which consent, for the avoidance of doubt, may be provided by email); provided, however, that (i) each initial Subservicer shall only be responsible for servicing Receivables in the State in which it is located and (ii) notwithstanding any other provision of this Agreement, the Servicer shall at all times remain responsible for the performance of such duties and obligations. The identity of each Subservicer shall be listed on Schedule E. The Servicer shall provide a copy of each amendment or modification of Schedule E to each Rating Agency, if any.

(f) Fidelity Bond/Insurance. The Servicer represents, warrants and covenants that it has obtained and shall continue to maintain in full force and effect a fidelity bond or comparable insurance in such form and amount as is customary for prudent servicers acting as custodian of funds and documents in respect of consumer contracts similar to the Receivables on behalf of institutional investors.

(g) Security Interests. The Servicer shall, at the direction of the Borrower, the Administrative Agent or a Lender, take any action reasonably necessary to preserve and protect the security interests of the Borrower and the Secured Parties in the Receivables, including any action specified in any Opinion of Counsel delivered to the Servicer.

(h) Realization on Underlying Collateral Securing Receivables. The Servicer warrants, represents and covenants that in the event that the Servicer or any Subservicer realizes upon any underlying collateral securing a Receivable, the methods utilized to realize upon such Receivable or otherwise enforce any provisions of the related Contract, will not subject the Servicer, the Borrower or any Secured Party to liability under any federal, State or local law, and that such enforcement by the Servicer or a Subservicer will be conducted in accordance with the provisions of this Agreement, the Collection Policy and Applicable Law.

(i) Recordkeeping. The Servicer shall:

(i) maintain legible copies (in electronic or hard-copy form, in the discretion of the Servicer) or originals (if applicable) of all documents in the Servicer File with respect to each Receivable and the underlying collateral related thereto; and

(ii) keep books and records, reasonably satisfactory to the Administrative Agent, pertaining to each Receivable and make periodic reports in accordance with this Agreement; such records may not be destroyed or otherwise disposed of except as provided herein and as allowed by Applicable Law, all documents, whether developed or originated by the Servicer or not, reasonably required to document or to properly administer any Receivable shall remain at all times the property of the Borrower and shall be held in trust by the Servicer; the Servicer shall not acquire any property rights with respect to such records, and shall not have the right to possession of them except as subject to the conditions stated in this Agreement; and the Servicer shall bear the entire cost of restoration in the event any Servicer File shall become damaged, lost or destroyed while in the Servicer's possession or control.

(j) Inspections and Annual Due Diligence Reports.

(i) Inspections.

(A) In addition to the delivery by the Servicer of an annual report pursuant to Section 7.03(j)(ii) (A), the Servicer shall also permit each Secured Party, each Agent and the Backup Servicer, upon five (5) Business Days' prior notice and during regular business hours (provided that from and after the occurrence of any Event of Default, Unmatured Event of Default or Facility Amortization Event, the foregoing notice shall not be required to be given), to periodically, at the discretion of the

Secured Parties or the Backup Servicer, as applicable, review the collection and administration of the Receivables by the Servicer and the Subservicers in order to assess compliance by the Servicer and the Subservicers with the Collection Policy and this Agreement and conduct an audit of the Receivables and Receivable Files, including, without limitation, the Electronic Contracts and the Electronic Vault, in conjunction with such a review. Such review may include tours of the facilities of the Servicer and the Subservicers and discussions with their respective managements. If no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing, the Secured Parties, the Backup Servicer, each Agent or their respective agents or representatives shall only be entitled to conduct, and the Servicer shall permit them to conduct, three such reviews pursuant to this Section 7.03(j) during any 12-month period beginning on the Closing Date and on each anniversary thereof; provided, that if an Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing, there shall be no limit on the number of such reviews any Secured Party, any Agent, the Backup Servicer or their respective agents or representatives shall be entitled to conduct.

(B) It is anticipated that each review by any Secured Party, any Agent, the Backup Servicer or their respective agents or representatives will be a full operational, legal, compliance and collateral audit and will verify among other items, the existence of Collateral, cash application and aging and eligibility, will include a litigation and regulatory review, will confirm that internal ratings actually applied conform to underwriting standards, and, in the case of the Backup Servicer, will confirm access to image files captured and stored in accordance with Section 7.03(k)(iv). Each audit by the Administrative Agent (or its designee) will also include a sample review (which may include, without limitation, tape-to-file or similar audits or reviews) of no fewer than 200 Receivable Files and Servicer Files to check the accuracy of information provided by the Borrower, the Servicer or the Subservicers. Neither the foregoing nor any other provision of this Agreement shall be construed to give rise to a right, expectation or other entitlement on the part of any Person to inspect, examine, access or visit any Computershare data center, Computershare computer system or other secure Computershare facility, including at any such time that Computershare may be serving as Successor Servicer.

(ii) Annual Due Diligence Reports.

(A) Upon the request of the Administrative Agent, any Agent or any Lender, which request may be made up to once per year; provided that such request is made before November 30th of the year of the request, the Servicer will deliver to the Administrative Agent and each Agent, on or before March 31st of the year following such request, beginning in March 2022, a copy of a report prepared by a firm of independent certified

public accountants or third party due diligence provider acceptable to the Required Lenders, who may also render other services to the Servicer or any of its Affiliates, addressed to the board of directors of the Servicer or any of its Affiliates, the Administrative Agent and the Agents and dated during the current year, to the effect that such firm has examined the policies and procedures of the Servicer and the Subservicers and issued its report thereon and expressing a summary of findings (based on certain procedures performed on the documents, records and accounting records that such accountants considered appropriate under the circumstances, which are acceptable to the Required Lenders) relating to the servicing of the Receivables and the administration of the Receivables (including the preparation of the Monthly Reports, the Monthly Loan Tapes, the static pool information and such other information as may reasonably be requested by the Required Lenders) during the preceding calendar year (or such longer period in the case of the first report) and that such servicing and administration was conducted in compliance with the terms of this Agreement, except for (i) such exceptions as such firm shall believe to be immaterial and (ii) such other exceptions as shall be set forth in such report and that such examination (a) was performed in accordance with standards established by the American Institute of Certified Public Accountants or another standard acceptable to the Required Lenders and (b) included tests relating to consumer loans serviced for others in accordance with the requirements of any program under which the Servicer customarily provides such reporting to other warehouse lenders similarly situated, which may include Uniform Single Attestation Program for Mortgage Bankers, SSAE 16 reports or comparable reports to the extent the procedures in such program are applicable to the servicing obligations set forth in this Agreement. Notwithstanding the foregoing, to the extent that in connection with public offerings, Regulation AB under the Securities Act requires the delivery of an annual attestation of a firm of independent public accountants with respect to the assessment of servicing compliance with specified servicing criteria of the Servicer stating, among other things, that the Servicer's assertion of compliance with the specified servicing criteria is fairly stated in all material respects, or the reason why such an opinion cannot be expressed, the delivery of a copy of such an attestation to the Administrative Agent and the Agents shall be deemed to satisfy the provisions of this Section. Such report shall also indicate that the firm is "Independent" of the Servicer and its Affiliates within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants.

(B) In the event such independent certified public accountant or third party due diligence provider, as applicable, requires the Backup Servicer, or the Account Bank to agree to the procedures to be performed by such firm in any of the reports required to be prepared pursuant to this Section, the Servicer shall direct the related party in writing to so agree; it being understood and agreed that the Backup Servicer and the Account

Bank will deliver any such letter of agreement in conclusive reliance upon the direction of the Servicer, and the Backup Servicer and the Account Bank have not made any independent inquiry or investigation as to, and shall have no obligation or liability in respect of, the sufficiency, validity or correctness of such procedures.

(iii) Costs and Expenses. The Servicer shall (i) reimburse the Secured Parties, the Agents and the Backup Servicer for all reasonable fees, costs and expenses incurred by or on behalf of the Secured Parties, the Agents or the Backup Servicer in connection with the foregoing actions set forth and described in this Section 7.03(j) and (ii), in each case, promptly upon receipt of a written invoice therefor, which invoices in any one year may not exceed, in the aggregate, \$130,000 for all reasonable fees, costs and expenses described in clauses (i) and (ii) of this sentence (unless an Event of Default has occurred, following which such expenses will not be so capped).

(k) Custody of Receivable Files.

(i) Custody. The Borrower, upon the execution and delivery of this Agreement, hereby revocably appoints the Servicer, and the Servicer hereby accepts such appointment, to act as the agent (solely in its capacity as Servicer under the Basic Documents) of the Borrower for the benefit of the Secured Parties, solely in the Servicer's capacity as custodian of the Receivable File.

(ii) Safekeeping of Contracts. The Servicer, in its capacity as custodian, or a Subservicer appointed by the Servicer as subcustodian pursuant to Section 7.03(k)(v) below, shall hold the Receivable Files (including any original physical Contract (or, in the case of Convenience Checks, in physical or electronic form)) for the benefit of the Borrower and the Secured Parties, as pledgee of the Borrower or the Trust, as applicable; *provided that*, that the Servicer, in its capacity as custodian, shall ensure that the Electronic Contracts are maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent (for the benefit of the Secured Parties) in the Electronic Vault; *provided, further that* if a Contract is Exported from the Electronic Vault, the Servicer in its capacity as custodian shall hold such Contract in physical form in accordance with its customary servicing practices and with this Agreement. The Electronic Vault will be controlled by the Servicer in its capacity as custodian hereunder. In performing its duties as custodian, the Servicer shall act in accordance with its customary servicing practices. The Servicer will promptly report to the Borrower, the Administrative Agent and the Lenders any failure on its part (or, if applicable, a subcustodian's part) to hold any portion of the Receivable Files (including Electronic Contracts, but not including any Convenience Checks) and maintain its account, records, and computer systems as herein provided or promptly take appropriate action to remedy any such failure. Nothing herein will be deemed to require an initial review or any periodic review by the Borrower, the Administrative Agent or the Secured Parties of the Receivable Files. The Servicer may, in accordance with its customary servicing practices, maintain all or a portion of a Receivable File in electronic form in the Electronic Vault and/or maintain custody of all or any portion of a Receivable File with one or more Persons to whom the Servicer has delegated responsibilities in accordance

with Section 7.03(e). The Servicer will maintain each Receivable File in the United States (it being understood that (i) the Receivable Files, or any part thereof, may be maintained at the offices of any Person to whom the Servicer has delegated responsibilities in accordance with Section 7.03(e) and (ii) Electronic Contracts shall be maintained in the Electronic Vault). The Servicer will make available to the Administrative Agent and each Lender or their duly authorized representatives, attorneys or auditors a list of locations of the Receivable Files upon reasonable request. Notwithstanding any reference herein or in any other Basic Document to the Electronic Vault Provider acting as a designated custodian of the Administrative Agent, the parties hereto acknowledge and agree that the Administrative Agent shall not be liable for, and shall have no duty to supervise or monitor, the default, misconduct or any other action or omission of the Electronic Vault Provider and that the Administrative Agent may assume the Electronic Vault Provider's performance of its duties and obligations under the Basic Documents.

(iii) Effective Period and Termination. The Servicer's appointment as custodian with respect to any Receivable shall become effective as of the Cutoff Date for such Receivable and will continue in full force and effect until terminated pursuant to this paragraph. If Regional Management resigns as Servicer in accordance with the provisions of this Agreement or if all of the rights and obligations of the Servicer have been terminated under Section 7.13, the Administrative Agent (acting at the direction of the Required Lenders) shall terminate the appointment of the Servicer as custodian hereunder in the same manner as it may terminate the rights and obligations of the Servicer under Section 7.13. Upon the resignation or termination of the Servicer in accordance with this Agreement, the Servicer shall cause to be transferred to the Backup Servicer control of the Electronic Contracts in the Electronic Vault to the extent the Backup Servicer becomes the Successor Servicer in accordance with this Agreement, or another Successor Servicer. In the event that the Backup Servicer becomes the Successor Servicer in accordance with this Agreement or a Successor Servicer, as applicable, is appointed, the outgoing Servicer shall promptly transfer to the Backup Servicer or a Successor Servicer, as applicable, in such manner and to such location as the Backup Servicer or a Successor Servicer, as applicable, shall reasonably designate, all of the Receivable Files in its possession; provided, however, if the Backup Servicer is the Successor Servicer, (i) the Backup Servicer shall notify the Electronic Vault Provider of the transfer of servicing responsibilities to the Backup Servicer or Successor Servicer, as applicable, and (ii) the initial Servicer shall promptly transfer possession of the Electronic Vault to the Backup Servicer or Successor Servicer; it being agreed by the Servicer that it shall reasonably cooperate with the Backup Servicer with respect to effecting any such notification or transfer.

(iv) Establishment of Imaging System. Other than with respect to any Electronic Contract, the Servicer shall maintain an imaging system through which the original physical Receivable File and, with respect to any Hard Secured Receivable, the original certificate of title (if such certificate of title is issued in physical and not in electronic form), if any, with respect to the Titled Asset securing such Hard Secured Receivable may be imaged and captured through a standalone PDF, or another electronic medium, and validated through an internal, controlled process with images captured,

stored and identifiable at a central location as a backup to physical documentation; provided that any certificates of title that are issued electronically are not imaged and stored pursuant to this clause (iv) but are maintained by a third party electronic title lienholder. For the avoidance of doubt, the related image of a Contract that is an Electronic Contract will be stored in the Electronic Vault and will not be retained by the Servicer.

(v) Subcustodian. The initial Servicer, in its capacity as custodian, may appoint a Subservicer as subcustodian with respect to any Receivable File pursuant to Section 7.03(e). In the event that the initial Servicer, in its capacity as custodian, is terminated in such capacity hereunder, each subcustodian will be terminated as subcustodian for each Receivable with respect to which it is then acting in such capacity.

Section 7.04. Collection of Payments.

(a) Payment Instructions. On or before the Closing Date with respect to the Initial Receivables and on or before the relevant Funding Date with respect to the Subsequent Receivables, the Servicer and each Subservicer shall have instructed all related Obligor to make all payments in respect of the related Receivables directly with the Servicer or such Subservicer.

(b) Establishment of the Accounts. The Servicer shall cause to be established or establish, on or before the Closing Date, and maintained in the name of the Administrative Agent, for the benefit of the Secured Parties, with the Account Bank, (i) the Collection Account and (ii) the Reserve Account, in each case over which the Administrative Agent shall have sole dominion and control and from which neither the Servicer nor the Borrower shall have any right of withdrawal, except as otherwise set forth in the Account Control Agreement. The Borrower will be required to pay all reasonable fees and expenses owing to the Account Bank in connection with the maintenance of the Accounts for its own account and shall not be entitled to any payment therefor. Following the Facility Termination Date, the Account Bank shall terminate the Accounts.

Each of the Reserve Account and the Collection Account is a “securities account” within the meaning of Section 8-501 of the UCC:

(i) the Account Bank shall comply with any order or instructions (each, an “Order”) from the Administrative Agent directing transfer or redemption of any financial asset credited to such account without further consent by the Borrower, Regional Management, the Servicer or any other person;

(ii) the Account Bank shall treat any investment property, financial assets, securities, instruments, general intangibles or other property credited to any such account as “financial assets” within the meaning of Section 8-102(a)(9) of the UCC; and

(iii) securities or financial assets credited to the Reserve Account or the Collection Account, as applicable, shall be registered in the name of the Account Bank, indorsed to the Account Bank or in blank or credited to another securities account maintained in the name of the Account Bank and in no case will any financial asset credited to the Reserve Account or the Collection Account, as applicable, be registered in

the name of the Borrower or the Servicer, payable to the order of the Borrower or the Servicer, or specially indorsed to the Borrower or the Servicer, except to the extent the foregoing have been specially indorsed to the Account Bank or in blank.

Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the Account Bank's jurisdiction and the Reserve Account and the Collection Account (as well as any securities entitlements related thereto) shall be governed by the laws of the State of New York.

(c) Adjustments. If the Servicer, directly or through a Subservicer, makes (i) a deposit into the Collection Account in respect of a collection of a Receivable and such collection was received by the Servicer in the form of a check that is not honored for any reason or (ii) a mistake with respect to the amount of any collection and deposits an amount that is less than or more than the actual amount of such collection, the Servicer shall appropriately adjust the amount subsequently deposited into the Collection Account to reflect such dishonored check or mistake. Any Scheduled Payment in respect of which a dishonored check is received shall be deemed not to have been paid.

Section 7.05. Payment of Certain Expenses by the Initial Servicer. The initial Servicer will be required to pay all expenses incurred by it in connection with its activities under this Agreement, including the fees and disbursements of independent certified public accountants and third party due diligence providers, Taxes imposed on the Servicer, expenses incurred in connection with payments and reports pursuant to this Agreement, fees and expenses of Subservicers (including monthly compensation for acting as Subservicers) and agents of the Servicer and all other fees and expenses not expressly stated under this Agreement for the account of the Borrower. The initial Servicer shall be required to pay such expenses for its own account and shall not be entitled to any payment therefor other than the Servicing Fee.

Section 7.06. Reports.

(a) Monthly Reports; Monthly Compliance Statements; Monthly Loan Tapes. On each Reporting Date, the Servicer will provide to the Borrower, the Administrative Agent, each Rating Agency (if any), each Agent, each Lender, each Hedge Counterparty, the Backup Servicer and the Account Bank (i) a Monthly Report, (ii) a Monthly Loan Tape and (iii) an Officer's Certificate, dated as of related Determination Date, stating that (A) a review of the activities of the Servicer and the Subservicers during such Collection Period (or since the Closing Date in the case of the first such Officer's Certificate) and of its performance under this Agreement has been made under such officer's supervision and (B) to the best of such officer's knowledge, based on such review, the Servicer and the Subservicers have fulfilled all of their respective obligations under this Agreement throughout such Collection Period (or such longer period in the case of the first such Officer's Certificate), or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof.

(b) Financial Statements. In the event the initial Servicer is no longer subject to the periodic and current reporting requirements of Section 13 or 15(d) of the Exchange Act, the initial Servicer will submit to the Administrative Agent and each Lender, (i) within 45 days of the end of each of its fiscal quarters, its unaudited consolidated financial statements (including an analysis of delinquencies and losses on the Receivables for each fiscal quarter) as of the end of each such fiscal quarter and (ii) within 120 days of the end of each of its fiscal years, its audited consolidated financial statements (including an analysis of delinquencies and losses on the Receivables for each fiscal year describing the causes thereof and sufficient to determine whether an Event of Default or Servicer Termination Event has occurred or is reasonably likely to occur and otherwise reasonably satisfactory to the Administrative Agent) as of the end of each such fiscal year; provided that such financial statements are in public company reporting format under the Exchange Act.

(c) Static Pool Information. The initial Servicer will provide to the Administrative Agent and each Agent in regard to vintage originations, upon request (i) static pool gross and net loss history, (ii) static pool defaulted receivable recovery rates, (iii) static pool origination characteristics and (iv) any additional static pool information reasonably requested by the Administrative Agent or an Agent.

Section 7.07. Annual Statement as to Compliance. The Servicer shall deliver to the Administrative Agent and each Agent on or before March 31st of each year, beginning in 2022, an Officer's Certificate, dated as of the preceding December 31st, stating that (i) a review of the activities of the Servicer during the preceding 12-month period (or since the Closing Date in the case of the first such Officer's Certificate) and of its performance under this Agreement has been made under such officer's supervision and (ii) to the best of such officer's knowledge, based on such review, each of the Servicer and the Subservicers have fulfilled all their respective obligations under this Agreement throughout such year (or such shorter period in the case of the first such Officer's Certificate), or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof.

Section 7.08. [Reserved].

Section 7.09. Rights Prior to Assumption of Duties by Successor Servicer.

(a) On or before each Reporting Date, the Servicer shall deliver to the Backup Servicer an electronic file containing all information necessary to allow the Backup Servicer to review the Monthly Report related thereto and determine the following: (i) that such Monthly Report is readable and contains all information necessary for the Backup Servicer to complete its duties herein. The Backup Servicer shall, within two (2) Business Days after receipt of the electronic file referred to in the preceding sentence, load such electronic file, confirm such computer tape or diskette is in readable form and (A) verify the following based solely on information contained in the electronic file: the aggregate Principal Balance of all Receivables as of the most recent Determination Date, the Annualized Charge-off Ratio, the Delinquency Ratio (60+ Days) and the Extension Ratio as of the related Determination Date, (B) based solely on a recalculation of information contained in the Monthly Report confirm the following: Servicing Fee, Backup Servicing Fee, Account Bank Fee, Monthly Principal Payment Amount, the amount due to the Reserve Account pursuant to 2.08(a)(iv), the amount due to the Lenders pursuant to

2.08(a)(v), the remaining amount due to the Borrower pursuant to 2.08(a)(x), the Borrowing Base as of the related Reporting Date (calculated as of the related Determination Date, or, with respect to Receivables added to the Collateral following such Determination Date, but prior to the date of such Monthly Report, the related Cutoff Date), (C) based solely on the records of the Account Bank confirm the following: the Reserve Account Amount as of the related Determination Date, each as set forth in the Monthly Report. In the event of any discrepancy between the information set forth in the two foregoing sentences, as determined or calculated by the Servicer, from that determined or calculated by the Backup Servicer, the Backup Servicer shall notify the Servicer of such discrepancy on or before the close of business on the Business Day immediately preceding the related Payment Date and, if by the Business Day following receipt by the Servicer of such notice, the Backup Servicer and the Servicer are unable to resolve such discrepancy, the Backup Servicer shall promptly notify the Administrative Agent and the Agents of such discrepancy. The Backup Servicer shall provide a certificate signed by an Officer of the Backup Servicer, in form and substance satisfactory to the Backup Servicer, the Administrative Agent, the Agents and the Servicer, to the Administrative Agent and the Servicer, on or before the close of business on the Business Day immediately preceding the related Payment Date, stating that the duties of the Backup Servicer in this Section 7.09(a) have been performed. The Backup Servicer, in its capacity as such, shall not be responsible for delays attributable to the Servicer's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Backup Servicer. Notwithstanding the foregoing, if the electronic file or the Monthly Report does not contain sufficient information for the Backup Servicer to perform any action hereunder, the Backup Servicer shall promptly notify the Servicer of any additional information to be delivered by the Servicer to the Backup Servicer, and the Backup Servicer and the Servicer shall mutually agree upon the form thereof; *provided, however*, that the Backup Servicer shall not be liable for the performance of any action unable to be taken hereunder without such additional information until it is received from the Servicer.

(b) Prior to the Closing Date, the Servicer shall deliver the Test Data File to the Backup Servicer, in a format acceptable to the Backup Servicer. The Backup Servicer and the Servicer will agree upon the file layout and electronic medium to transfer such data to the Backup Servicer. Any reasonable cost associated with the obligations of the Backup Servicer described in this subsection shall be at the expense of the Servicer, and, to the extent that the Servicer does not pay such amounts, the Backup Servicer shall be entitled to recover such amounts pursuant to Section 2.08.

(c) Other than as specifically set forth elsewhere in this Agreement, the Backup Servicer shall have no obligation to supervise, verify, monitor or administer the performance of the Servicer and shall have no Liability for any action taken or omitted by the Servicer.

(d) The Backup Servicer shall consult with the Servicer as may be necessary from time to time to perform or carry out the Backup Servicer's obligations hereunder, including the obligation, if requested in writing by the Administrative Agent (acting at the direction of the Required Lenders), to succeed to the duties and obligations of the Servicer pursuant hereto.

(e) Except as provided in this Agreement, the Backup Servicer may accept and rely on all accounting, records and work of the Servicer without audit, and the Backup Servicer shall

have no Liability for the acts or omissions of the Servicer. If any error, inaccuracy or omission (collectively, “Errors”) exists in any information received from the Servicer, and such Errors should cause or materially contribute to the Backup Servicer making or continuing any Errors (collectively, “Continued Errors”), the Backup Servicer shall have no Liability for such Continued Errors; provided, however, that the Successor Servicer agrees to use its best efforts to prevent further Continued Errors. In the event the Backup Servicer has actual knowledge or receives written notice of Errors or Continued Errors, the Backup Servicer shall promptly notify the Servicer of such Errors or Continued Errors; provided, however, that the Backup Servicer shall have no duty or obligations to reconstruct or reconcile such data.

(f) The Backup Servicer shall be indemnified by the Servicer and the Borrower from and against all claims, damages, losses or expenses reasonably incurred by the Backup Servicer (including reasonable attorneys’ fees and expenses and court costs) arising out of claims asserted against or by the Backup Servicer on any matter arising out of this Agreement to the extent the act or omission giving rise to the claim accrues before the date on which the Backup Servicer assumes the duties of Servicer hereunder, except for any claims, damages, losses or expenses arising from the Backup Servicer’s own gross negligence, bad faith or willful misconduct. All such amounts payable by the Borrower shall be payable in accordance with Section 2.08. All such amounts payable by the Servicer, to the extent not promptly paid by the Servicer, shall be payable in accordance with Section 2.08. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys’ fees and expenses and court costs, incurred in connection with any enforcement (including any action, claim or suit) brought by the Backup Servicer of any indemnification or other obligation of the indemnifying party or other Person. The provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

(g) The Backup Servicer shall be liable in accordance herewith only to the extent of its obligations set forth in this Agreement or any obligations assumed by the Backup Servicer from the Servicer pursuant to Section 7.14. Such liability is limited to only those actions taken or omitted to be taken by the Backup Servicer and caused through its gross negligence, bad faith or willful misconduct. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Backup Servicer and, in the absence of bad faith on its part, the Backup Servicer may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Backup Servicer and conforming to the requirements of this Agreement.

(h) The Backup Servicer shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Backup Servicer has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Backup Servicer shall have no obligation whatsoever either prior to or after receiving any such written notice to investigate or verify that such event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it. The Backup Servicer shall not be

deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Backup Servicer) other than itself in its capacity as Backup Servicer.

(i) The Backup Servicer shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or indemnity satisfactory to it against such risk or liability shall not be reasonably assured to it. Notwithstanding any provision to the contrary, the Backup Servicer shall not be liable for any obligation or the acts or omissions of the Borrower, the Servicer (so long as it is not the Successor Servicer, in which case it shall be obligated to perform as Servicer hereunder) or any other Person, contained in this Agreement, and the parties shall look only to such parties to perform such obligations, and the Backup Servicer may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Backup Servicer to the contrary.

Section 7.10. Rights After Assumption of Duties by Successor Servicer; Liability. At any time following the assumption of the duties of the Servicer by the Backup Servicer or the designation of a Successor Servicer pursuant to Section 7.14 as a result of the occurrence of a Servicer Termination Event:

- (a) The Servicer, on behalf of the Borrower, shall, at the Administrative Agent's or the Required Lender's request,
 - (i) assemble all of the records relating to the Collateral, including all Receivable Files, and shall make the same available to the Administrative Agent or the Successor Servicer at a place selected by the Administrative Agent (acting at the direction of the Required Lenders), and (ii) segregate all cash, checks and other instruments received by it from time to time constituting collections of Collateral in a manner acceptable to the Administrative Agent and the Required Lenders and shall, promptly upon receipt but no later than two (2) Business Days after receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to, or at the direction of, the Administrative Agent (acting at the direction of the Required Lenders).
- (b) The Borrower hereby authorizes the Administrative Agent, to take or cause to be taken any and all steps in the Borrower's name and on behalf of the Borrower necessary or desirable, in the determination of the Administrative Agent (acting at the direction of the Required Lenders), to collect all amounts due under any and all of the Collateral with respect thereto, including endorsing the Borrower's name on checks and other instruments representing Collections and enforcing the Receivables.
- (c) The Backup Servicer shall be liable in accordance herewith only to the extent of its obligations set forth in this Agreement or any obligations assumed by the Backup Servicer from the Servicer pursuant to Section 7.14. Such liability is limited to only those actions taken or omitted to be taken by the Backup Servicer and caused through its gross negligence, bad faith or willful

misconduct. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Backup Servicer and, in the absence of bad faith on its part, the Backup Servicer may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Backup Servicer and conforming to the requirements of this Agreement.

- (d) The Backup Servicer shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Backup Servicer has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Backup Servicer shall have no obligation whatsoever either prior to or after receiving any such written notice to investigate or verify that such event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it. The Backup Servicer shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Backup Servicer) other than itself in its capacity as Backup Servicer.
- (e) The Backup Servicer shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if it reasonably determines that the repayment of such funds or adequate written indemnity against such risks or liability is not available prior to the expenditure of such funds or the incurrence of financial liability. Notwithstanding any provision to the contrary, the Backup Servicer shall not be liable for any obligation or the acts or omissions of the Borrower, the Servicer (so long as it is not the Successor Servicer, in which case it shall be obligated to perform as Servicer hereunder) or any other Person, contained in this Agreement, and the parties shall look only to such parties to perform such obligations, and the Backup Servicer may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Backup Servicer to the contrary.
- (f) If requested by the Administrative Agent (acting at the direction of the Required Lenders), the Backup Servicer (in its capacity as the Successor Servicer) shall direct the Obligors then making payments directly to the Servicer to make all payments under the Receivables directly to the Backup Servicer (in its capacity as the Successor Servicer), in which event the Backup Servicer shall process all such payments, or to a lockbox or lockbox account established by the Backup Servicer (in its capacity as the Successor Servicer)

at the direction of the Administrative Agent (acting at the direction of the Required Lenders).

Section 7.11. Limitation on Liability of the Servicer and Others. Except as otherwise provided herein, neither the Servicer nor any of its directors or officers or employees or agents shall be under any liability to the Secured Parties, the Backup Servicer or any other Person for any action taken or for refraining from the taking of any action pursuant to this Agreement; provided, however, that this provision shall not protect the Servicer or any such Person against any liability that would otherwise be imposed by reason of its willful misconduct, bad faith or gross negligence in the performance of duties or by reason of its willful misconduct hereunder.

Section 7.12. The Servicer Not to Resign. The Servicer shall resign only if the Servicer provides an Opinion of Counsel to the Administrative Agent, the Agents and the Backup Servicer to the effect that it is no longer permitted by Applicable Law to act as Servicer hereunder. No termination or resignation of the Servicer hereunder shall be effective until the Backup Servicer or a different entity, acceptable to the Administrative Agent (acting at the direction of the Required Lenders), has accepted its appointment as Successor Servicer hereunder and has agreed to be bound by the terms of this Agreement and the Collection Policy.

Section 7.13. Servicer Termination Events. The occurrence and continuance of any one of the following events shall constitute a “Servicer Termination Event” hereunder:

- (a) the occurrence of a Level III Trigger Event;
- (b) any failure by the Servicer to (i) deliver any Collections or (ii) make any payment, transfer or deposit, in each case as required by this Agreement or any other Servicer Basic Document and, in each case, which failure shall continue unremedied for two (2) Business Days after (A) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Account Bank or (B) discovery of such failure by a Responsible Officer of the Servicer;
- (c) any failure by the Servicer to deliver to the Administrative Agent, each Agent, each Lender or the Backup Servicer a Monthly Report and a Monthly Loan Tape when required that shall continue unremedied for two (2) Business Days after (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;
- (d) any merger or consolidation of the Servicer in breach of Section 7.15;
- (e) any failure by the Servicer duly to observe or perform in any material respect any other covenant or agreement of the Servicer set forth in any Servicer Basic Document, which failure shall remain unremedied for 30 days after the earlier of (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;

- (f) any representation, warranty or certification made by the Servicer in any Servicer Basic Document or in any other certificate, information or report delivered pursuant to any Servicer Basic Document shall prove to have been false or incorrect in any material respect when made or deemed made or delivered, and which remains unremedied for 30 days after the earlier of (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;
- (g) an Insolvency Event shall occur with respect to the Servicer;
- (h) an Event of Default shall have occurred and shall not have been waived; or
- (i) any failure by the Servicer to observe any covenant, condition or agreement under Section 6.05(h).

During the continuance of any of the foregoing, notwithstanding anything herein to the contrary, so long as any such Servicer Termination Event shall not have been remedied within any applicable cure period or waived in writing by the Administrative Agent and the Required Lenders, the Administrative Agent acting at the direction of the Required Lenders, by written notice to the Servicer (with a copy to each Agent, Hedge Counterparty, the Account Bank and the Backup Servicer) (each, a “Servicer Termination Notice”), shall terminate all of the rights and obligations of the Servicer as Servicer under this Agreement and under the 2021-1B SUBI Servicing Agreement.

Notwithstanding the foregoing, a delay in or failure of performance referred to under paragraph (b) above for an additional period of two (2) Business Days after the applicable grace period specified therein shall not constitute a Servicer Default if such delay or failure could not be prevented by the exercise of reasonable diligence by the Servicer and such delay or failure was caused by a Force Majeure Event. The preceding sentence will not relieve the Servicer from using all commercially reasonable efforts to perform its obligations in a timely manner in accordance with the terms of this Agreement and the Servicer shall provide the Administrative Agent, the Account Bank, the Backup Servicer and the Borrower with an Officer’s Certificate giving prompt notice of such failure or delay, together with a description of its efforts so to perform its obligations.

Section 7.14.Appointment of Successor Servicer.

(a) On and after the receipt by the Servicer of a Servicer Termination Notice, the Servicer shall continue to perform all servicing functions under this Agreement and under the 2021-1B SUBI Servicing Agreement until the date specified in the Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders) in writing or, if no such date is specified in such Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders), until a date mutually agreed upon by the Servicer, the Backup Servicer (if the Backup Servicer becomes the Successor Servicer) and the Administrative Agent (acting at the direction of the Required Lenders); *provided, however*, that the Backup Servicer (if the Backup Servicer

becomes the Successor Servicer) shall use its best efforts to effect the transition of the servicing and will assume the duties of the Servicer no more than 45 days after receipt by the Servicer and the Backup Servicer of the Servicer Termination Notice. The Administrative Agent (acting at the direction of the Required Lenders) shall, at the time described in the immediately preceding sentence, appoint the Backup Servicer as the Successor Servicer hereunder and under the 2021-1B SUBI Servicing Agreement, and the Backup Servicer shall on such date assume all duties, liabilities and obligations of the Servicer hereunder and under the 2021-1B SUBI Servicing Agreement from and after such date, and all authority and power of the Servicer under this Agreement and under the 2021-1B SUBI Servicing Agreement shall pass to and be vested in the Backup Servicer except to the extent otherwise set forth herein.

(b) In the event that the Administrative Agent (acting at the direction of the Required Lenders) does not so appoint the Backup Servicer to succeed the Servicer as Servicer hereunder and under the 2021-1B SUBI Servicing Agreement or the Backup Servicer is unable to assume such obligations on the date specified, the Administrative Agent (acting at the direction of the Required Lenders) shall as promptly as possible appoint a different entity to be the Successor Servicer, and such Successor Servicer shall accept its appointment by a written assumption agreement in a form acceptable to the Administrative Agent (acting at the direction of the Required Lenders) provided, however, that if the Administrative Agent (acting at the direction of the Required Lenders) designates as Successor Servicer any Person other than the Backup Servicer, the Administrative Agent shall provide ten (10) Business Days' prior written notice to each Rating Agency, if any. In the event that a Successor Servicer has not accepted its appointment at the time when the Servicer ceases to act as Servicer, the Administrative Agent (acting at the direction of the Required Lenders) shall petition a court of competent jurisdiction to appoint any established financial institution having a net worth of not less than \$50,000,000, that meets (or the parents of which meets) the Long-Term Ratings Requirement and whose regular business includes the servicing of consumer loans as the Successor Servicer hereunder and under the 2021-1B SUBI Servicing Agreement.

(c) The Administrative Agent (acting at the direction of the Required Lenders) shall have the same rights of removal and termination for cause with respect to any Successor Servicer as with respect to Regional Management as the Servicer.

(d) All reasonable costs and expenses (including attorneys' fees and disbursements) incurred by the Backup Servicer and Successor Servicer in connection with the transfer and assumption of servicing obligations hereunder and under the 2021-1B SUBI Servicing Agreement from the Servicer to the Backup Servicer or Successor Servicer, converting the Servicer's data to such Person's computer system and amending this Agreement to reflect such succession as Servicer pursuant to this Section shall be paid by the predecessor Servicer upon presentation of a written invoice setting forth reasonable transition expenses not exceeding \$250,000 (the "Transition Expenses") in the aggregate as to all such Persons. In no event shall the Successor Servicer be responsible for any Transition Expenses. If the predecessor Servicer fails to pay the Transition Expenses, the Transition Expenses shall be payable pursuant to Section 2.08.

(e) Upon the termination and removal of the Servicer and the assumption by the Successor Servicer hereunder and under the 2021-1B SUBI Servicing Agreement, the

predecessor Servicer shall cooperate with the Successor Servicer in effecting the termination of the rights and responsibilities of the predecessor Servicer under this Agreement and under the 2021-1B SUBI Servicing Agreement, including the transfer to the Successor Servicer for administration by it of all Collections that shall at the time be held by the predecessor Servicer for deposit, or shall thereafter be received, with respect to a Receivable, the Collection Account, the Reserve Account and Servicer Files and other records maintained by the Servicer.

(f) Upon its appointment, the Successor Servicer shall be the successor in all respects to the Servicer with respect to servicing functions under this Agreement and under the 2021-1B SUBI Servicing Agreement and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof, be entitled to the rights, protections, indemnities and immunities, of the Servicer hereunder and thereunder, and all references in this Agreement and under the 2021-1B SUBI Servicing Agreement to the Servicer shall be deemed to refer to the Successor Servicer; provided, however, notwithstanding anything else contained herein or therein, the Backup Servicer, as Successor Servicer, and its successors or assigns, shall have (i) no liability with respect to any obligation which was required to be performed by the predecessor Servicer prior to the date that the successor Servicer becomes the Servicer or any Subservicer or any claim of a third party based on any alleged action or inaction of the predecessor Servicer, (ii) no obligation to perform any purchase, repurchase, allocation or reallocation (with respect to the assets of the Trust, the UTI, the 2021-1B SUBI or any other SUBI), reimbursement or advancing obligations, if any, of the Servicer or any Subservicer, (iii) no obligation to pay any taxes required to be paid by the Servicer or any Subservicer, (iv) no obligation to pay any of the fees and expenses of any other party involved in this transaction and (v) no liability or obligation with respect to any Servicer or any Subservicer indemnification, defense or hold harmless obligations of any prior Servicer or Subservicer including the initial Servicer. The indemnification obligations of the Backup Servicer, upon becoming a successor Servicer are expressly limited to those instances of gross negligence, bad faith or willful misconduct of the Backup Servicer in its role as Successor Servicer. Furthermore, without limiting the generality of the foregoing, the Backup Servicer as Successor Servicer shall not be required to service the Receivables in accordance with the Collection Policy of the initial Servicer, but rather in accordance with the customary and usual servicing, administration and collection practices and procedures used by servicing companies of comparable experience to the Backup Servicer for servicing personal loans comparable to the Receivables which the Backup Servicer services for others, and shall do so in accordance with industry standards applicable to the performance of such services, and with the same degree of care as it applies to the performance of such services for any similar assets which the Backup Servicer services for similar accounts that it holds for others, as the same may be amended, supplemented or otherwise modified from time to time. Additionally, if the Backup Servicer becomes the Successor Servicer, the duties and obligations of the Servicer contained in this Agreement and the 2021-1B SUBI Servicing Agreement shall be deemed modified as follows: (i) any provision in any such agreement providing that the Servicer shall take or omit to take any action, or shall have any obligation to do or not do any other thing, upon its “knowledge” (or any derivation thereof), “discovery” (or any derivation thereof), “awareness” (or any derivation thereof) or “learning” (or any derivation thereof) shall be interpreted as the actual knowledge of a Responsible Officer of such Successor Servicer or such Responsible Officer’s receipt of a written notice thereof, (ii) such Successor Servicer shall not be liable for any claims, liabilities or expenses relating to the engagement of any accountants or any report issued in connection with

such engagement and dissemination of any such report of any accountants appointed by it (except to the extent that any such claims, liabilities or expenses are caused by such Successor Servicer's gross negligence or willful misconduct) pursuant to the provisions of any Basic Document, and the dissemination of such report shall if applicable, be subject to the consent of such accountants, (iii) such Successor Servicer shall have no obligation to provide investment direction pursuant to this Agreement, the Trust Agreement, any SUBI Supplement (including the 2021-1B SUBI Supplement) or any other Basic Document requiring investment direction from the Servicer, (iv) such Successor Servicer shall not be required to obtain a determination or resolutions by its board of directors with respect to its resignation, and (v) such Successor Servicer shall in no event be obligated to assume, or be deemed to have assumed, the duties, obligations or liabilities of any Person other than the Servicer, solely in its capacity as Servicer under this Agreement and the 2021-1B SUBI Servicing Agreement; it being understood and agreed that, without limiting the generality of the foregoing, such Successor Servicer shall have no (a) duty, obligation or liability under the Trust Agreement or any SUBI Supplement thereunder, including the 2021-1B SUBI Supplement (including any duty, obligation or liability to any settlor or any holder of any beneficial interest), (b) duty or obligation to supervise, monitor, control, administer or manage the Trust or any series thereof or to direct, advise, account to or instruct any trustee under the Trust or any such series for any purpose or reason (except that the foregoing shall not excuse the Successor Servicer from performing any duties or obligations relating to the servicing of 2021-1B SUBI Assets that it is expressly obligated to perform under the 2021-1B SUBI Servicing Agreement), (c) duty or obligation to hold records with respect to or on behalf of the Trust or any such series (including the 2021-1B SUBI), except for records relating to the servicing of the 2021-1B SUBI Assets, (d) duty or obligation to do or perform any act of or on behalf of the Trust or any SUBI (including the 2021-1B SUBI) (or any trustee of any of the foregoing), including the preparation or delivery for execution or filing thereby of any documents, instruments, reports or information, except any duties or obligations relating to servicing of the 2021-1B SUBI Assets that it is expressly obligated to perform under the 2021-1B SUBI Servicing Agreement, or (e) duty or obligation to commence, defend against or otherwise participate in any legal proceeding relating to or involving the protection or enforcement of the interests of the Trust, any SUBI (including the 2021-1B SUBI), or any holder of any beneficial interest in or any trustee of any of the foregoing, except any duties or obligations relating to servicing of the 2021-1B SUBI Assets that it is expressly obligated to perform under the 2021-1B SUBI Servicing Agreement.

(g) All authority and power granted to the Servicer under this Agreement and under the 2021-1B SUBI Servicing Agreement shall automatically cease and terminate upon termination of the Servicer as servicer and shall pass to and be vested in the Administrative Agent and the Administrative Agent is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights. The Servicer agrees to cooperate with the Borrower in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing of the Receivables.

(h) The Administrative Agent may, solely for purposes of establishing the fee to be paid to the Backup Servicer or any other Successor Servicer after a notice of removal of the Servicer pursuant to this Article, solicit written bids (such bids to include a proposed servicer fee

and servicing transfer costs) from not less than three entities experienced in the servicing of consumer loan receivables similar to the Receivables and that are not Affiliates of the Servicer or the Borrower and are reasonably acceptable to the Administrative Agent (acting at the direction of the Required Lenders). Any such written solicitation shall prominently indicate that bids should specify any applicable subservicing fees required to be paid from the Servicing Fee and that any fees and transfer costs in excess of the Servicing Fee shall be paid by the Borrower from amounts received pursuant to Section 2.08. The Borrower may also solicit additional bids from other such entities. The Successor Servicer shall act as Servicer hereunder and under the 2021-1B SUBI Servicing Agreement and shall, subject to the availability of sufficient funds in the Collection Account pursuant to Section 2.08 (up to the Servicing Fee), receive as compensation therefor a fee equal to the fee proposed in the bid so solicited which provides for the lowest combinations of servicing fee and transition costs, as reasonably determined by the Administrative Agent (acting at the direction of the Required Lenders) and may revise the percentage used to calculate the Servicing Fee, which, if the Backup Servicer is not the Successor Servicer, may be adjusted in the sole discretion of the Administrative Agent (acting at the direction of the Required Lenders).

Section 7.15. Merger or Consolidation, Assumption of Obligations or Resignation, of the Servicer. Any Person (a) into which the initial Servicer may be merged or consolidated in accordance with Section 6.05(b), (b) which may result from any merger or consolidation to which the initial Servicer may be a party in accordance with Section 6.05(b), (c) which may succeed to the properties and assets of the initial Servicer substantially as a whole or (d) which may succeed to the duties and obligations of the initial Servicer under this Agreement following the resignation of the Servicer, which Person executes an agreement of assumption acceptable to the Administrative Agent (acting at the direction of the Required Lenders) to perform every obligation of the Servicer hereunder, shall, with the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), be the successor to the Servicer under this Agreement without further act on the part of any of the parties to this Agreement; provided, however, that:

- (i) prior written notice of such consolidation, merger, succession or resignation shall be delivered by the initial Servicer to the Administrative Agent, each Lender and the Account Bank;
- (ii) immediately after giving effect to such consolidation, merger, succession or resignation, no Servicer Termination Event and no event which after notice or lapse of time, or both, would become a Servicer Termination Event shall have occurred and is continuing;
- (iii) no Event of Default, Unmatured Event of Default or Facility Amortization Event would occur as result of such consolidation, merger, succession or resignation;
- (iv) the initial Servicer shall have delivered to the Borrower, the Administrative Agent and each Lender an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, succession or resignation and such agreement of assumption comply with this Section and that all conditions precedent

provided for in this Agreement and the other Basic Documents to which it is a party relating to such transaction have been complied with; and

(v) the Servicer shall have delivered to the Borrower, the Administrative Agent and each Lender an Opinion of Counsel to the effect that either: (A) in the opinion of such counsel, all financing statements, continuation statements and amendments and notations on Certificates of Title thereto have been executed and filed that are necessary to preserve and protect the interest of the Borrower and the Secured Parties in the Receivables and reciting the details of such filings or (B) no such action shall be necessary to preserve and protect such interest.

Section 7.16. Computershare as Successor Servicer. In the event that Computershare becomes the Successor Servicer hereunder following the termination of Regional Management as Servicer, the following shall apply with respect to Computershare, as Successor Servicer:

- (a) Servicing Fee. At all times that Computershare or another Person is acting as Successor Servicer hereunder, the “Servicing Fee Rate” shall mean the greater of (i) 4.75% per annum and (ii) the average of three (3) bids obtained by the Administrative Agent (acting at the direction of the Required Lenders) based upon then current market conditions, pursuant to the first two sentences of Section 7.14(h).
- (b) Covenants; Representations and Warranties. The covenants and representations and warranties of Regional Management, as Servicer, shall apply to Computershare as Successor Servicer but shall be deemed modified to the extent necessary to apply to Computershare; provided, however, that prior to or promptly following the Assumption Date, applicable modifications and amendments shall be agreed upon by Computershare and the Administrative Agent, as contemplated by Section 7.16(f).
- (c) Delegation of Duties. Notwithstanding anything herein to the contrary, Computershare as Successor Servicer may, without prior notice or consent, delegate any or all of its duties and obligations hereunder to one or more Subservicers; provided, however, that Computershare as Successor Servicer shall at all times remain responsible for the performance of such duties and obligations.
- (d) Servicer Obligations.
 - (i) Computershare, in any of its capacities hereunder, shall have no obligation to provide investment directions pursuant to Section 2.11 or any other Section requiring investment directions from the Servicer.
 - (ii) Computershare, in any of its capacities hereunder, shall not be responsible for any deficiency collections or enforcement of the Borrower’s rights under each First Tier Purchase Agreement or Second Tier Purchase Agreement, as set forth in Section 7.03(c)(i). The Administrative Agent hereby agrees to enforce the rights of the Borrower under the Second Tier Purchase Agreement.

(e) Termination. Computershare, as Successor Servicer, shall only be terminated in accordance with this subsection and “Servicer Termination Events” shall mean and refer to the following on and after the Assumption Date:

(i) Computershare, as Successor Servicer, shall fail to make any payment, transfer or deposit as required under this Agreement;

(ii) Computershare shall fail to observe or perform in any material respect any other covenant or agreement of the Successor Servicer as set forth in this Agreement;

(iii) material breach of a representation, warranty or certification by Computershare made by it in its role as Servicer under this Agreement; or

(iv) an Insolvency Event shall occur with respect to Computershare.

Upon the occurrence and continuation of a Servicer Termination Event, the Administrative Agent shall notify Computershare of such Servicer Termination Event and Computershare shall have 60 days thereafter to cure such breach. Should Computershare fail to cure such breach, then upon the lapse of 60 days thereafter or at such later time specified by the Administrative Agent (acting at the direction of the Required Lenders), Computershare shall be removed as Servicer and a new Successor Servicer shall be appointed in accordance with the terms hereof.

The Administrative Agent, with the consent of the Required Lenders, may terminate Computershare as Successor Servicer hereunder in its sole discretion, upon 90 days’ prior written notice to Computershare.

(f) Amendment. Prior to or promptly following the Assumption Date, the parties to this Agreement will enter into one or more amendments or supplements acceptable in form and content to the Backup Servicer and the Administrative Agent (acting at the direction of the Required Lenders), providing for such modifications of this Agreement as are necessary to permit the Backup Servicer to fulfill its responsibilities hereunder as Successor Servicer.

Section 7.17. Responsibilities of the Borrower. Anything herein to the contrary notwithstanding, the Borrower shall (i) perform or shall cause the Servicer to perform all of its obligations under the Receivables to the same extent as if a security interest in such Receivables had not been granted hereunder, and the exercise by the Administrative Agent of its rights hereunder shall not relieve the Borrower from such obligations and (ii) pay prior to becoming delinquent, from funds available to the Borrower under Section 2.08, any Taxes of the Borrower, including any sales taxes payable in connection with the Receivables and their creation and satisfaction. No Secured Party shall have any obligation or liability with respect to any Receivable, nor shall any of them be obligated to perform any of the obligations of the Borrower thereunder.

Section 7.18. Servicing Centralization Event. Upon the occurrence of a Servicing Centralization Event, the Servicer shall promptly send written notice thereof to the parties hereto,

and the Backup Servicer and the Servicer shall work with the Administrative Agent and the Lenders to put into effect the items described on Schedule G, together with such other items as may reasonably be agreed upon between the Backup Servicer, the Administrative Agent and the Lenders.

ARTICLE 8

THE BACKUP SERVICER

Section 8.01. Designation of the Backup Servicer.

(a) The backup servicing role with respect to the Receivables shall be conducted by the Person appointed to act as Backup Servicer hereunder from time to time in accordance with this Section.

(b) The Borrower, the Trust and the Administrative Agent, on behalf of the Secured Parties, each hereby appoints and directs Computershare to act as Backup Servicer, for the benefit of the Administrative Agent and the Secured Parties. Computershare hereby accepts such appointment and agrees to perform the duties and obligations with respect thereto set forth herein. Computershare will perform its obligations as Backup Servicer through its Corporate Trust Services department (including, as applicable, any agents or Affiliates utilized thereby).

(c) Until the receipt by Computershare of a notice from the Administrative Agent of the designation of a new Backup Servicer pursuant to Section 8.04, Computershare agrees that it will not terminate its activities as Backup Servicer hereunder except in accordance with Section 8.05.

(d) Upon the occurrence of a Servicer Termination Event, the Administrative Agent (acting at the direction of the Required Lenders) may designate the Backup Servicer to act as Successor Servicer for the benefit of the Secured Parties. The Backup Servicer shall accept such appointment and agree to perform the duties and obligations with respect thereto set forth herein, subject to the terms hereof.

Section 8.02. Duties of the Backup Servicer. From the Closing Date until the earlier of (i) its removal pursuant to Section 8.04, (ii) its resignation in accordance with the provisions of Section 8.05, (iii) its appointment as Successor Servicer pursuant to Section 7.14(a) or (iv) the Facility Termination Date, the Backup Servicer shall perform, on behalf of the Secured Parties, the duties and obligations set forth in Section 7.09.

Section 8.03. Backup Servicing Compensation. As compensation for its backup servicing activities hereunder, the Backup Servicer shall be entitled to receive the Backup Servicing Fee from the Borrower. The Backup Servicer shall be entitled to receive its Backup Servicing Fee to the extent of funds available therefor pursuant to Section 2.08. The Backup Servicer's entitlement to receive the Backup Servicing Fee shall cease on the earliest to occur of (i) it becoming the Successor Servicer, (ii) its removal as Backup Servicer pursuant to Section 8.04, (iii) its resignation in accordance with the provisions of Section 8.05 and (iv) the termination of this Agreement.

Section 8.04. Backup Servicer Removal. The Backup Servicer may be removed in connection with a breach by the Backup Servicer in any material respect of any representation, warranty or covenant of the Backup Servicer under this Agreement, or otherwise in the discretion of the Administrative Agent (acting at the direction of the Required Lenders), by 30 days' prior notice given in writing and delivered to the Backup Servicer from the Administrative

Agent (acting at the direction of the Required Lenders) (the “Backup Servicer Termination Notice”). On and after the receipt by the Backup Servicer of the Backup Servicer Termination Notice, the Backup Servicer shall continue to perform all backup servicing functions under this Agreement until the date specified in the Backup Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders) in writing or, if no such date is specified in the Backup Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders), until a date mutually agreed upon by the Backup Servicer and the Administrative Agent (acting at the direction of the Required Lenders).

Section 8.05. The Backup Servicer Not to Resign. The Backup Servicer shall resign only with the prior written consent of the Administrative Agent and the Required Lenders or if the Backup Servicer provides an Opinion of Counsel to the Administrative Agent to the effect that the Backup Servicer is no longer permitted by Applicable Law to act as Backup Servicer hereunder. No termination or resignation of the Backup Servicer hereunder shall be effective until a successor Backup Servicer, acceptable to the Administrative Agent (acting at the direction of the Required Lenders) has accepted its appointment as successor Backup Servicer hereunder and has agreed to be bound by the terms of this Agreement. If, however, a successor Backup Servicer is not appointed by the Administrative Agent and the Required Lenders within 30 days after the giving of notice of resignation or termination, the Backup Servicer may petition a court of competent jurisdiction for the appointment of a successor Backup Servicer, with the cost of such petition (including attorneys’ fees and expenses and court costs) to be borne by the Borrower.

Section 8.06. Covenants of the Backup Servicer.

(a) Affirmative Covenants. From the date of its appointment until the Facility Termination Date:

(i) Compliance with Law. The Backup Servicer will comply in all material respects with all Applicable Laws and all of its obligations under this Agreement.

(ii) Preservation of Existence. The Backup Servicer will preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified and validly existing under federal laws where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or would reasonably be expected to have, a Material Adverse Effect.

(b) Negative Covenant. From the date of its appointment until the Facility Termination Date, the Backup Servicer will not make any changes to the Backup Servicing Fee without the prior written approval of the Administrative Agent (acting at the direction of the Required Lenders) and, so long as no Event of Default or Servicer Termination Event has occurred, the Borrower.

Section 8.07. Merger of the Backup Servicer. Any Person into which the Backup Servicer (in such capacity or in its capacity as Successor Servicer) may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or

consolidation to which to Backup Servicer shall be a party, or any Person succeeding to all or substantially all of the corporate trust services business of the Backup Servicer, shall be the successor of the Backup Servicer under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.08.Privilege. The Backup Servicer shall be entitled to any right, protection, privilege or indemnity afforded to the Account Bank under the terms of this Agreement, *mutatis mutandis*.

ARTICLE 9

[RESERVED]

ARTICLE 10

EVENTS OF DEFAULT

Section 10.01. Events of Default.

(a) Each of the following events shall constitute an “Event of Default”:

(i) the Borrower shall fail to make any payment of Interest or any Unused Commitment Fees, in each case when due and without giving effect to the availability of funds and such failure continues unremedied for two (2) Business Days after the earlier of actual knowledge of a Responsible Officer of the Borrower or written notice to the Borrower thereof;

(ii) failure to pay all Aggregate Unpaid by the Maturity Date;

(iii) a failure on the part of the Borrower to make any payment, transfer or deposit required by the terms of any Basic Document (other than as set forth in clauses (i) and (ii) above) on the day such payment or deposit is required to be made, which default or failure continues unremedied for three (3) Business Days after the earlier of (i) receipt of written notice of such failure by the Borrower from the Administrative Agent or any Lender or (ii) actual knowledge of such failure by a Responsible Officer of the Borrower;

(iv) after giving effect to the allocation of funds pursuant to Section 2.08, the Loans Outstanding exceeds the Borrowing Base (each calculated as of the related Determination Date, or, with respect to Receivables added to the Collateral following such Determination Date but prior to such Payment Date or Securitization Date, the related Cutoff Date), which condition continues unremedied for two (2) Business Days after the earlier of actual knowledge of a Responsible Officer of the Borrower or written notice to the Borrower thereof; provided, that if such event is due solely to a decrease in the Advance Rate due to the occurrence of a Level I Trigger Event, such event will not constitute an Event of Default if cured by the second Payment Date after the occurrence of such Level I Trigger Event;

(v) on any Payment Date, after giving effect to the allocation of funds pursuant to Section 2.08, the amount on deposit in the Reserve Account is less than the Reserve Account Required Amount, and such deficiency has not been cured prior to or on the next Payment Date;

(vi) a failure by the Borrower, the Servicer or Regional Management to duly perform or observe any term, covenant or agreement of the Borrower, the Servicer or Regional Management contained in this Agreement or any other Basic Document and such failure remains unremedied for 30 calendar days (or such longer period not in excess of 60 days as may be reasonably necessary to remedy that failure; provided that such failure is capable of remedy within 60 days) after the earlier to occur of (i) actual knowledge of such failure by a Responsible Officer of the Borrower, the Servicer or Regional Management, as applicable and (ii) receipt of a written notice of such failure from the Administrative Agent, any Agent, any Lender or the Backup Servicer;

(vii) any representation, warranty or certification made or deemed to be made by the Borrower, the Servicer or Regional Management under this Agreement or any other Basic Document, or any Monthly Report, any Monthly Loan Tape or other information required to be given by the Borrower, Regional Management or the Servicer to the Administrative Agent or any Lender, shall prove to have been false or incorrect in any material respect when made or deemed made or delivered, and which remains unremedied for 30 calendar days after the earlier to occur of (A) actual knowledge thereof by a Responsible Officer of the Borrower, the Servicer or Regional Management, as applicable, and (B) receipt of a written notice of such failure from the Administrative Agent, any Agent or any Lender;

(viii) the occurrence of an Insolvency Event (which, if involuntary, remains unstayed for more than 45 days) relating to any Regional Management Entity;

(ix) a breach of any Financial Covenant shall have occurred;

(x) a Servicer Termination Event shall have occurred;

(xi) a failure on the part of the Borrower to enter into a Hedge Transaction when required under this Agreement, or to otherwise comply with Section 6.03 of this Agreement;

(xii) the Borrower shall become (A) an “investment company” within the meaning of the Investment Company Act or (B) a “covered fund” as defined in the Volcker Rule;

(xiii) a regulatory, tax or accounting body has ordered that the activities of the Borrower or any Affiliate of the Borrower contemplated hereby be terminated or, as a result of any other event or circumstance, the activities of the Borrower or any Affiliate of the Borrower contemplated hereby may reasonably be expected to cause the Borrower or any of its respective Affiliates to suffer materially adverse regulatory, accounting or tax consequences;

(xiv) any material adverse change in the operations of the Servicer, Regional Management, the Borrower or any other event which materially affects the ability of the Servicer, Regional Management or the Borrower to either collect the Receivables or to perform its obligations under any Basic Document to which it is a party;

(xv) the IRS shall file notice of a Lien pursuant to Section 6323 of the Code with regard to any assets of the Borrower or Regional Management and such lien shall not have been released within five (5) Business Days after the earlier of the Borrower or Regional Management having actual knowledge thereof or written notice thereof from the Administrative Agent or any Lender, or the Pension Benefit Guaranty Corporation shall file notice of a Lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Borrower or Regional Management and such Lien shall not have been released or stayed within 30 days after the earlier of the Borrower or Regional Management having actual knowledge thereof or written notice thereof from the Administrative Agent or any Lender;

(xvi) the Administrative Agent shall fail for any reason to have a first priority perfected security interest in any material portion of the Collateral (subject to Permitted Liens), which failure shall continue for five (5) Business Days after the earlier of the Borrower or the Servicer having actual knowledge thereof or the Borrower or the Servicer having received written notice thereof from the Administrative Agent or any Lender;

(xvii) a Change in Control shall occur;

(xviii) except as permitted under this Agreement with respect to the Servicer, the Servicer, Regional Management or the Borrower shall enter into any transaction or merger whereby it is not the surviving entity or the Borrower shall enter into any merger;

(xix) any Indebtedness having an aggregate principal amount of \$50,000 or more (in the case of the Borrower) or \$5,000,000 or more (in the case of Regional Management or any of its Subsidiaries other than the Borrower) shall become due or shall be required to be repurchased, prepaid, defeased or redeemed (automatically or otherwise) prior to its stated maturity following an event of default with respect thereto;

(xx) the Regional Management Entities (individually and in the aggregate) shall have one or more final nonappealable judgments entered against it by a court of competent jurisdiction, enter into one or more settlements or have a penalty or fine assessed against it by any Governmental Authority, in excess of, in the aggregate, \$10,000,000 and, in the case of the Borrower, \$50,000; or

(xxi) any Basic Document shall cease to be in full force and effect (other than in accordance with its terms) or any Regional Management Entity shall so assert in writing or otherwise seek to terminate or disaffirm its obligations under any Basic Document.

(b) Upon the occurrence of any Event of Default, the Administrative Agent shall, at the request of the Required Lenders, by notice to the Borrower (with a copy to the Account Bank), declare the Maturity Date to have occurred, without demand, protest or future notice of any kind, all of which are hereby expressly waived by the Borrower, and, upon such declaration, the Loans and all other amounts owing by the Borrower under this Agreement shall be accelerated and become immediately due and payable; provided, that in the event that an Event of Default described in Section 10.01(a)(ii) or 10.01(a)(viii) has occurred, the Maturity Date shall automatically occur, without demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

(c) Upon the occurrence of an Event of Default, the Revolving Period shall terminate and no further Loans will be made.

Section 10.02. Actions Upon Declaration or the Automatic Occurrence of the Maturity Date. Upon the declaration or the automatic occurrence of the Maturity Date, the Administrative Agent shall, at the direction of the Required Lenders, exercise in respect of the Collateral, in addition to any and all other rights and remedies otherwise available to it, including rights available hereunder and the rights and remedies of a secured party upon default under the UCC (such rights and remedies to be cumulative and nonexclusive), and, in addition, the

Administrative Agent shall, at the direction of the Required Lenders, take the following remedial actions:

- (a) The Administrative Agent may, without notice to the Borrower except as required by Applicable Law and at any time or from time to time, charge, set-off and otherwise apply all or any part of the Loans Outstanding, any Interest accrued thereon and or any other amount due and owing to any Secured Party against amounts payable to the Borrower from the Accounts or any part of such Accounts in accordance with and subject to the priorities required by Section 2.08.
- (b) The Administrative Agent may take any action permitted under the Basic Documents and may exercise at the Borrower's sole expense any and all rights and remedies of the Borrower under or in connection with the Collateral, including directing that Collections be deposited into an account specified by the Administrative Agent (acting at the direction of the Required Lenders) (rather than to the Collection Account).
- (c) Consistent with the rights and remedies of a secured party under the UCC (and except as otherwise required by the UCC), the Administrative Agent may, without notice except as specified below, foreclose on the Collateral or any part of the Collateral, solicit and accept bids for and sell the Collateral or any part of the Collateral in one or more parcels at public or private sale, at any exchange, broker's board or at the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable and the Administrative Agent shall apply the proceeds from the sale of the Collateral to any amounts payable by the Borrower with respect to the Obligations in accordance with the priorities required by Section 2.08. Notwithstanding the foregoing, the Administrative Agent may not sell or otherwise liquidate the Collateral or any part of the Collateral, at the direction of the Required Lenders following an Event of Default, other than an Event of Default described in Section 10.01(a)(i) or (a)(ii), unless: (A) 100% of the Lenders consent thereto, (B) the proceeds of such sale or liquidation will be sufficient to pay in full the Loans Outstanding and all accrued but unpaid interest on such Loans Outstanding or (C) the Administrative Agent determines that the Collateral will not continue to provide sufficient funds for the payment of principal and interest on the Loans as they would have become due if the Loans had not been declared immediately due and payable, and the Administrative Agent obtains the consent of the Required Lenders. In determining such sufficiency or insufficiency with respect to clauses (B) and (C) above, the Administrative Agent may, but need not, obtain and rely upon an opinion of an independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as of the sufficiency of the Collateral for such purpose. The Borrower agrees that, to the extent notice of sale shall be required by Applicable Law, at least seven (7) Business Days' notice to the Borrower (with a copy to each Secured Party)

of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed for such sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Every such sale shall operate to divest all right, title, interest, claim and demand whatsoever of the Borrower in and to the Collateral so sold, and shall be a perpetual bar, both at law and in equity, against the Borrower or any Person claiming the Collateral sold through the Borrower and its successors or assigns.

- (d) Upon the completion of any sale under Section 10.02(c), the Borrower will deliver or cause to be delivered all of the Collateral sold to the purchaser or purchasers at such sale on the date of sale, or within a reasonable time thereafter if it shall be impractical to make immediate delivery, but in any event full title and right of possession to such property shall pass to such purchaser or purchasers forthwith upon the completion of such sale. Nevertheless, if so requested by the Administrative Agent or by any purchaser, the Borrower shall confirm any such sale or transfer by executing and delivering to such purchaser all proper instruments of conveyance and transfer and release as may be designated in any such request.
- (e) At any sale under Section 10.02(c), Regional Management or any Secured Party may bid for and purchase the property offered for sale and, upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor. Any Secured Party purchasing property at a sale under Section 10.02(c) may set off the purchase price of such property against amounts owing to such Secured Party in full payment of such purchase price up to the full amount owing to such Secured Party.
- (f) The Administrative Agent (acting at the direction of the Required Lenders) may direct the Servicer to direct Collections to an account other than the Lockbox (if applicable and as defined in Schedule G hereto) or the Collection Account. The Administrative Agent and the Servicer agree to cooperate in good faith to provide the Servicer access to the information relating to the Collections deposited into such account in order for the Servicer to perform its related duties hereunder.

Section 10.03.Exercise of Remedies. No failure or delay on the part of the Administrative Agent to exercise any right, power or privilege under this Agreement and no course of dealing between the Borrower or the Servicer, on the one hand, and the Administrative Agent, any Agent or Secured Party, on the other hand, shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies expressly provided in

this Agreement are cumulative and not exclusive of any rights or remedies which the Secured Parties would otherwise have pursuant to Applicable Law or equity. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the other party to any other or further action in any circumstances without notice or demand.

Section 10.04.Waiver of Certain Laws. The Borrower agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force in any locality where any Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and the Borrower, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such Applicable Laws, and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclose the security interests granted in this Agreement may sell the Collateral as an entirety or such parcels as the Administrative Agent or such court may determine.

Section 10.05.Power of Attorney. The Borrower hereby irrevocably appoints the Administrative Agent its true and lawful attorney (with full power of substitution) in its name, place and stead and at its expense, upon the occurrence and during the continuance of an Event of Default and deemed occurrence or declaration of the Maturity Date pursuant to Section 10.01(b), in connection with the enforcement of the rights and remedies provided for in this Article, including (i) to give any necessary receipts or acquittance for amounts collected or received hereunder, (ii) to make all necessary transfers of the Collateral in connection with any sale or other disposition made pursuant hereto, (iii) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, the Borrower thereby ratifying and confirming all that such attorney (or any substitute) shall lawfully do hereunder and pursuant hereto and (iv) to sign any agreements, orders or other documents in connection with or pursuant to any Basic Document. Nevertheless, if so requested by the Administrative Agent, directly or through a purchaser of any of the Collateral, the Borrower shall ratify and confirm any such sale or other disposition by executing and delivering to the Administrative Agent or such purchaser all proper bills of sale, assignments, releases and other instruments as may be designated in any such request.

ARTICLE 11

INDEMNIFICATION

Section 11.01. Indemnities by the Borrower. Without limiting any other rights which the Administrative Agent, each Agent, each Lender or its assignee, the Backup Servicer, the Account Bank or any of their respective Affiliates may have hereunder or under Applicable Law, the Borrower hereby agrees to indemnify, protect, defend and hold harmless each such entity (each in its capacity as such and in its individual capacity) and each of their respective Affiliates and officers, directors, employees and agents thereof (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all damages, losses, claims, liabilities and related costs and expenses, including reasonable attorneys’ fees, expenses and disbursements (collectively, the “Indemnified Amounts”) awarded against or incurred by, any such Indemnified Party or other non-monetary damages of any such Indemnified Party in connection with, arising out of or as a result of this Agreement or the other Basic Documents, excluding, however, Indemnified Amounts to the extent resulting from the gross negligence, bad faith or willful misconduct on the part of such Indemnified Party (as determined by a court of competent jurisdiction). Without limiting the foregoing, the Borrower shall indemnify the Indemnified Parties for Indemnified Amounts relating to or resulting from:

- (i) any Receivable represented by the Borrower to be an Eligible Receivable which is not at the applicable time, an Eligible Receivable;
- (ii) reliance on any representation or warranty made or deemed made by the Borrower, the Servicer, any of their respective Affiliates or any of their respective officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;
- (iii) the failure by the Borrower or any other Regional Management Entity to comply with any term, provision or covenant contained in this Agreement or any other Basic Document or a failure by the Borrower or any Regional Management Entity to comply with any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Contract or Receivable, or the non-conformity of any Contract with any such Applicable Law and any failure by the Borrower or any other Regional Management Entity to perform its respective duties under the Contracts and Receivables included as part of the Collateral;
- (iv) the failure to vest and maintain vested in the Administrative Agent a valid and enforceable first priority perfected security interest in any or all of the Collateral, except for Permitted Liens;
- (v) the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Law with respect to the Collateral, whether at the time of a Loan or at any subsequent time and as required by the Basic Documents;

(vi) any dispute, claim, offset or defense (other than the discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Receivable comprising a portion of the Collateral which is, or is purported to be, an Eligible Receivable (including a defense based on the Receivable not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms);

(vii) any failure by the Borrower or the Servicer to perform its duties or obligations in accordance with the provisions of this Agreement;

(viii) any products liability claim or personal injury or property damage suit or other similar or related claim or action of whatever sort arising out of or in connection with any Receivable;

(ix) the failure by the Borrower to pay when due any Taxes for which the Borrower is liable, including sales, excise or personal property taxes payable in connection with the Collateral;

(x) any repayment by any Agent or a Secured Party of any amount previously distributed in reduction of the Loans Outstanding or payment of Interest, any obligation or any other amount due hereunder or under any Hedging Agreement, in each case which amount such entity believes in good faith is required to be repaid;

(xi) any litigation, proceeding or investigation (a) before any Governmental Authority (1) in respect of any Contract or Receivable, (2) relating to the use of the proceeds of the Loan or (3) related to this Agreement (A) that is not commenced by the Indemnified Party or (B) if so commenced, in which such Indemnified Party is not the prevailing party; provided, that no Indemnified Party shall be entitled to any indemnification for any item described in this clause resulting from such Indemnified Party's gross negligence or willful misconduct or (b) relating to or arising from the Basic Documents, the transactions contemplated hereby and thereby, the use of proceeds of the Loans by the Borrower or any other investigation, litigation or proceeding relating to the Borrower or the Servicer in which any Indemnified Party becomes involved as a result of any of the transactions contemplated by the Basic Documents;

(xii) the use of the proceeds of any Loan;

(xiii) any failure by the Borrower to give reasonably equivalent value to Regional Management in consideration for the transfer by Regional Management to the Borrower of any of the Receivables and the related Collateral or any attempt by any Person to void or otherwise avoid any such transfer under any statutory provision or common law or equitable action, including any provision of any Insolvency Law;

(xiv) the failure of the Borrower to remit to the Servicer Collections remitted to the Borrower in accordance with the terms hereof or the commingling by the Borrower of any Collections with other funds;

(xv) all reasonable and documented fees, costs and expense (including reasonable legal fees and expenses) incurred by any Lender, their respective Credit

Providers or the Administrative Agent in connection with entering into or giving or withholding any amendments or supplements or waivers or consents (including review and analysis thereof) with respect to the Basic Documents or any other document or instrument delivered pursuant hereto or thereto (whether or not the same is finally agreed to) if the same is requested by the Borrower or the Servicer, or is required or necessary under the Basic Documents; or

(xvi) any and all civil penalties or fines assessed by OFAC against, and all reasonable costs and expenses (including attorneys' fees and disbursements) incurred in connection with the defense thereof by any Indemnified Party as a result of funding all or any portion of the Loan or the acceptance of payments or of Collateral due under the Basic Documents.

Any amounts subject to the indemnification provisions of Section 11.01 payable by the Borrower shall be paid solely pursuant to the provisions of Section 2.08 in the order and priority set forth therein.

Section 11.02. Indemnities by the Servicer. Without limiting any other rights which the Indemnified Parties may have hereunder or under Applicable Law, the Servicer hereby agrees to indemnify the Indemnified Parties from and against any and all Indemnified Amounts awarded against or incurred by, any such Indemnified Party or other non-monetary damages of any such Indemnified Party relating to or arising from any of the following, excluding, however, Indemnified Amounts to the extent resulting from the gross negligence, bad faith or willful misconduct on the part of any Indemnified Party:

(i) reliance on any representation or warranty made or deemed made by the Borrower, the Servicer, any of their respective Affiliates or any of their respective officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;

(ii) the failure by the Servicer to comply with (a) any term, provision or covenant contained in this Agreement or any other Basic Document or (b) any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Receivable, the non-conformity of any Receivable with any such Applicable Law and any failure by the Originator to perform its respective duties under the Receivables or (c) any Applicable Law in the operation of Regional Management;

(iii) any failure by the Servicer to perform any of its other duties or obligations in accordance with the provisions of this Agreement or any of the other Basic Documents;

(iv) the failure to vest and maintain vested in the Administrative Agent a valid and enforceable first priority perfected security interest in the Collateral;

(v) the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other

Applicable Laws with respect to the Collateral, whether at the time of a Loan or at any subsequent time and as required by the Basic Documents;

(vi) any litigation, proceeding or investigation (a) before any Governmental Authority (1) in respect of any Receivable included as part of the Collateral, (2) relating to the use of the proceeds of the Loan or (3) related to this Agreement (A) that is not commenced by the Indemnified Party or (B) if so commenced, in which such Indemnified Party is not the prevailing party; provided, that no Indemnified Party shall be entitled to any indemnification for any item described in this clause resulting from such Indemnified Party's gross negligence or willful misconduct or (b) relating to or arising from the Basic Documents, the transactions contemplated hereby and thereby, the use of proceeds of the Loan by the Servicer or any other investigation, litigation or proceeding relating to the Borrower or the Servicer in which any Indemnified Party becomes involved as a result of any of the transactions contemplated by the Basic Documents;

(vii) entering into or giving or withholding any amendments or supplements or waivers or consents (including review and analysis thereof) with respect to the Basic Documents or any other document or instrument delivered pursuant hereto or thereto (whether or not the same is finally agreed to) if the same is requested by the Servicer, or is required or necessary under the Basic Documents;

(viii) any and all civil penalties or fines assessed by OFAC against, and all reasonable costs and expenses (including attorneys' fees and disbursements) incurred in connection with the defense thereof by any Indemnified Party as a result of funding all or any portion of the Loan or the acceptance of payments or of Collateral due under the Basic Documents; or

(ix) the commingling by the Servicer of any Collections with other funds.

Any amounts subject to the indemnification provisions of Section 11.01 payable by the Servicer, to the extent not promptly paid by the Servicer, shall be paid pursuant to the provisions of Section 2.08.

Section 11.03. General Indemnity Provisions. Notwithstanding the foregoing, in no event shall any Indemnified Party be indemnified against Excluded Taxes, any other Taxes for which the Borrower was required to indemnify a Secured Party pursuant to Section 2.14 or, except as otherwise provided herein, (i) nonpayment by an Obligor of an amount due and payable with respect to a Contract or (ii) any loss in value of any Permitted Investment due to changes in market conditions or for other reasons beyond the control of the Borrower or the Servicer.

The indemnities expressly provided in this Article are cumulative and not exclusive of any rights or remedies which the Indemnified Parties would otherwise have pursuant to law or equity.

For the avoidance of doubt, Indemnified Amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any dispute, action, claim or suit) brought by an Indemnified Party of any indemnification or other obligation of the indemnifying party or other Person.

Section 11.04. Applicability and Survival. The foregoing indemnities shall apply whether or not liabilities and costs set forth above are in any way or to any extent owed, in whole or in part, under any claim or theory of strict liability. The provisions of this Article shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

ARTICLE 12

THE ADMINISTRATIVE AGENT AND THE AGENTS

Section 12.01. Authorization and Action.

(a) Each Lender and each Secured Party (other than the Administrative Agent) hereby designates and appoints Wells Fargo Bank, National Association (and Wells Fargo Bank, National Association accepts such designation and appointment) as Administrative Agent hereunder, and authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms of this Agreement together with such powers as are reasonably incidental thereto. In performing its functions and duties hereunder, the Administrative Agent shall act solely as agent for the Secured Parties and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Borrower or any of its successors or assigns. The Administrative Agent shall not be required to take any action which exposes it to personal liability or which is contrary to this Agreement or Applicable Law. The appointment and authority of the Administrative Agent hereunder shall terminate on the Facility Termination Date.

(b) Each Lender hereby irrevocably designates and appoints the related Agent as the agent of such Lender under this Agreement, and each such Lender irrevocably authorizes such Agent, as the agent for such Lender, to take such action on its behalf under the provisions of the Basic Documents and to exercise such powers and perform such duties thereunder as are expressly delegated to such Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto.

(c) Notwithstanding any provision to the contrary elsewhere in this Agreement, neither the Administrative Agent nor any Agent (the Administrative Agent and each Agent being referred to in this Article as an “Agent”) shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Administrative Agent or any Agent.

(d) The Administrative Agent shall promptly distribute to each Agent (if such Agent or the Lender in its Lender Group are not otherwise required to receive such notice), who shall promptly distribute to each related Lender (if such Lender is not otherwise required to receive such notice) all notices, requests for consent and other information received by the Administrative Agent under this Agreement that are not also delivered to the Lenders.

(e) The Administrative Agent shall promptly notify all Lenders in writing of any proposed consent, waiver, approval, vote or other action taken or to be taken by the Administrative Agent in such capacity under the Intercreditor Agreement (an “Intercreditor Action”) within one (1) Business Day of the Administrative Agent actually receiving notice thereof, which notice shall include all information delivered to the Administrative Agent in such capacity under the Intercreditor Agreement. Notwithstanding any provision to the contrary in this Agreement or in any other Basic Document, all Intercreditor Actions shall be exercised by the

Administrative Agent in such capacity solely at the written direction of the Required Lenders. For the avoidance of doubt, the terms set forth in this Section 12.01(e) shall not be applicable to any other capacity in which Wells Fargo Bank may serve under the Intercreditor Agreement (other than as Administrative Agent for the Secured Parties hereunder), including any action to be taken by Wells Fargo Bank in such other capacity under the Intercreditor Agreement.

Section 12.02.Delegation of Duties. Each Agent may execute any of its duties under any of the Basic Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 12.03.Exculpatory Provisions. Neither any Agent nor any of its directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement (except for its, their or such Person's own gross negligence or willful misconduct or, in the case of any Agent, the breach of its obligations expressly set forth in this Agreement) or (ii) responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower, the Servicer, Regional Management or the Backup Servicer contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement or any other Basic Document to which it is a party for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article Four. No Agent shall be under any obligation to any Secured Party to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement, or to inspect the properties, books or records of the Borrower. No Agent shall be deemed to have knowledge or notice of the occurrence of any breach of this Agreement or the occurrence of any Event of Default, Unmatured Event of Default, Facility Amortization Event or Servicer Termination Event unless it has received written notice thereof from the Borrower, the Servicer or a Secured Party.

Section 12.04.Reliance.

(a) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, written statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Agent), independent accountants and other experts selected by such Agent.

(b) Each Agent shall be fully justified in failing or refusing to take any action under any of the Basic Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by, in the case of (i) the Administrative Agent, the Lenders or by the Committed Lenders or (ii) an Agent, the Lenders or by the Committed Lenders in its Lender Group, against any and all

liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

(c) The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of the Required Lenders (or their Agents), and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lenders.

(d) Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of (i) Owners in its Lender Group having Invested Percentages aggregating greater than 50% of the aggregate Invested Percentages of all Owners in such Lender Group and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 50% of the aggregate Commitments of all Committed Lenders in such Lender Group, and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lender in such Lender Group.

(e) In the event the Administrative Agent receives notice of the occurrence of any breach of this Agreement or the occurrence of any Event of Default, Unmatured Event of Default, Facility Amortization Event or Servicer Termination Event from the Borrower, the Servicer or any Lender, referring to this Agreement and describing such event, it shall promptly give notice thereof to each Agent, and in the event any Agent receives such a notice, it shall promptly give notice thereof to the Lenders in its Lender Group. The Administrative Agent shall take such action with respect to such event as shall be reasonably directed by the Required Lenders, and each Agent shall take such action with respect to such event as shall be reasonably directed by (i) Owners in its Lender Group having Invested Percentages aggregating greater than 50% of the aggregate Invested Percentages of all Owners in such Lender Group and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 50% of the aggregate Commitments of all Committed Lenders in such Lender Group; provided that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such event as it shall deem advisable in the best interests of the Lenders or of the Lenders in its Lender Group, as applicable.

Section 12.05. Non-Reliance on Administrative Agent and Other Lenders. Each Lender expressly acknowledges that no Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of the Borrower, Regional Management, the Servicer, any Originator or the Backup Servicer shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer and the Receivables and made its own decision to purchase its interest in the Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such

documents and information as it shall deem appropriate at the time, continue to make its own analysis, appraisals and decisions in taking or not taking action under any of the Basic Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer and the Receivables. Except for notices, reports and other documents received by an Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer or the Receivables which may come into the possession of such Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

Section 12.06. Indemnification. The Committed Lenders (i) agree to indemnify the Administrative Agent in its capacity as such (without limiting the obligation (if any) of the Borrower or the Servicer to reimburse the Administrative Agent for any such amounts), ratably according to their respective Commitments (or, if the Commitments have terminated, Invested Percentages of the Loans Outstanding) and (ii) in each Lender Group agree to indemnify the Agent for such Lender Group in its capacity as such (without limiting the obligation (if any) of the Borrower and the Servicer to reimburse such Agent for any such amounts), ratably according to their respective Commitments (or, if the Commitments have terminated, Invested Percentages of the Loans Outstanding), in each case from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including at any time following the payment of the obligations under this Agreement, including the Loans Outstanding) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of this Agreement, or any documents contemplated by or referred to herein or the transactions contemplated hereby or any action taken or omitted by the Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of an Agent resulting from its own gross negligence or willful misconduct. The provisions of this Section shall survive the payment of the Obligations under this Agreement, including the Loans Outstanding, the termination of this Agreement, and any resignation or removal of the applicable Agent.

Section 12.07. Each Agent in its Individual Capacity. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower and any other party to a Basic Document as though it were not an Agent hereunder. In addition, the Lenders acknowledge that one or more Persons which are Agents may act (i) as administrator, sponsor or agent for one or more Conduit Lenders and in such capacity act and may continue to act on behalf of each such Conduit Lender in connection with its business, and (ii) as the agent for certain financial institutions under the liquidity and credit enhancement agreements relating to this Agreement to which any one or more Conduit Lenders is party and in various other capacities relating to the business of any such Conduit Lender under various agreements. Any such Person, in its capacity as Agent, shall not, by virtue of its acting in any such other capacities, be deemed to have duties or responsibilities hereunder or be held to a standard of care in connection with the performance of its duties as an Agent other than as expressly provided in this Agreement. Any Person which is an Agent may act as an Agent

without regard to and without additional duties or liabilities arising from its role as such administrator or agent or arising from its acting in any such other capacity. None of the provisions to this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 12.08.Successor Agents. The Administrative Agent may resign as Administrative Agent upon ten days' written notice to the Lenders, each Agent and the Borrower with such resignation becoming effective upon a successor agent succeeding to the rights, powers and duties of the Agent pursuant to this Section. If the Administrative Agent shall resign as Administrative Agent under this Agreement, then the Required Lenders shall appoint a successor administrative agent, which may be a lender. Any Agent may resign as Agent upon ten days' notice to the Lenders in its Lender Group, the Administrative Agent and each other Agent and the Borrower with such resignation becoming effective upon a successor agent succeeding to the rights, powers and duties of the Agent pursuant to this Section. If an Agent shall resign as Agent under this Agreement, then (i) Owners in its Lender Group having Invested Percentages aggregating greater than 50% of the aggregate Invested Percentages of all Owners in such Lender Group, and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 50% of the aggregate Commitments of all Committed Lenders in such Lender Group shall appoint from among the Committed Lenders (other than the Conduit Lenders) in such Lender Group a successor agent for such Lender Group. Any successor administrative agent or agent shall succeed to the rights, powers and duties of resigning Agent, and the term "Administrative Agent" or "Agent," as applicable, shall mean such successor administrative agent or agent effective upon its appointment, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement. After the retiring Agent's resignation as Agent, the provisions of this Article shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

Section 12.09.Borrower, Servicer Reliance. For all purposes under this Agreement, the Borrower and the Servicer may conclusively rely on written consent, approval or waiver from the Administrative Agent as consent, approval or waiver, respectively, of the Required Lenders.

Section 12.10.Erroneous Distribution.

(a) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due.

(b) With respect to any payment that the Administrative Agent makes for the account of the Lenders hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the "Rescindable Amount"): (i) the Borrower has not in fact made such payment;

(ii) the Administrative Agent has made a payment in excess of the amount so paid by the Borrower (whether or not then owed); or (iii) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender, in immediately available funds.

ARTICLE 13

ASSIGNMENTS; PARTICIPATIONS

Section 13.01. Assignments and Participations.

(a) [Reserved].

(b) Each Lender may upon at least ten days' notice (or in the case of an assignment to an Eligible Assignee satisfying clause (ii) of the definition of the term "Eligible Assignee", prompt notice following such assignment) to the Administrative Agent and the Agents, assign to one or more banks or other entities all or a portion of its rights and obligations under this Agreement; provided, however, that (i) each such assignment shall be of a constant, and not a varying percentage of all of the assigning Lender's rights and obligations under this Agreement, (ii) the amount of the Commitment of the assigning Lender being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than the lesser of (A) \$5,000,000 or an integral multiple of \$1,000,000 in excess of that amount (except in the case of an assignment to an Eligible Assignee satisfying clause (ii) of the definition of the term "Eligible Assignee") and (B) the full amount of the assigning Lender's Commitment, (iii) each such assignment shall be to an Eligible Assignee and in the case of an assignment by a Committed Lender at any time its Commitments remain outstanding, such Eligible Assignee shall agree to the Commitment of such Committed Lender hereunder, (iv) the parties to each such assignment shall execute and deliver to the Administrative Agent and the Agent for the related Group an Assignment and Acceptance, together with a processing and recordation fee of \$3,500 or such lesser amount as shall be approved by the Administrative Agent (provided that in the case of an assignment to an Eligible Assignee satisfying clause (ii) of the definition of the term "Eligible Assignee", such recordation fee shall not apply), (v) the parties to each such assignment shall have agreed to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including the reasonable fees and disbursements of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with such assignment, (vi) each Person that becomes a Lender under an Assignment and Acceptance shall agree to be bound by the confidentiality provisions of Article Thirteen and (vii) there shall be no increased costs, expenses or Taxes incurred by the Administrative Agent or the Lenders upon assignment or participation. Upon such execution, delivery and acceptance and the recording by the Administrative Agent, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified therein, (i) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (ii) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(c) By executing and delivering an Assignment and Acceptance, the Lender assignor thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assignee confirms that it has received a copy of this Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) such assignee will, independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (iv) such assigning Lender and such assignee confirm that such assignee is an Eligible Assignee; (v) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) The Administrative Agent, for the benefit of the Borrower, shall maintain at its United States address referred to herein a copy of each Assignment and Acceptance delivered to and accepted by it pursuant to Section 13.01(b) and a register for the recordation of the names and addresses of each Lender, the Commitment of each Lender Group and the Principal Amount (and stated interest thereon) of each Loan made by each Lender Group from time to time (the "Lender Register"). The entries in the Lender Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower and the Lenders shall treat each Person whose name is recorded in the Lender Register as a Lender hereunder for all purposes of this Agreement. The Lender Register shall be promptly available for inspection by the Backup Servicer, the Account Bank, any Agent or Lender at any reasonable time and from time to time upon reasonable prior notice. Neither the Backup Servicer nor the Account Bank shall be responsible for independently determining whether any Person is a Lender or if the required percentage of Lenders constituting the Required Lenders has been met in connection with any action or omission by any of such Persons hereunder. For all purposes hereunder or under any other Basic Document, the Backup Servicer and the Account Bank shall be entitled to rely conclusively, without investigation, on the Lender Register, or other written statements of the Administrative Agent, to determine whether (i) any Person is a Lender or (ii) the required percentage of Lenders constituting the Required Lenders has been met in connection with any such action or omission.

(e) Subject to the provisions of Section 13.01(a), upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed, accept such Assignment and Acceptance, and the Administrative Agent shall then record the information contained therein in the Lender Register.

(f) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and each Loan owned by it); provided, however, that (i) such Lender's obligations under this Agreement (including its Commitment hereunder) shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Administrative Agent, each Agent, the other Lenders and the other parties hereto shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Notwithstanding anything herein to the contrary, each participant shall have the rights of a Lender (including any right to receive payment) under Sections 2.13 and 2.14; provided, however, that no participant shall be entitled to receive payment under either such Section in excess of the amount that would have been payable under such Section by the Borrower to the Lender granting its participation had such participation not been granted, and no Lender granting a participation shall be entitled to receive payment under either such Section in an amount which exceeds the sum of (1) the amount to which such Lender is entitled under such Section with respect to any portion of any Loan owned by such Lender which is not subject to any participation plus (2) the aggregate amount to which its participants are entitled under such Sections with respect to the amounts of their respective participations. With respect to any participation described in this Section, the participant's rights as set forth in the agreement between such participant and the applicable Lender to agree to or to restrict such Lender's ability to agree to any modification, waiver or release of any of the terms of this Agreement or to exercise or refrain from exercising any powers or rights which such Lender may have under or in respect of this Agreement shall be limited to the right to consent to any of the matters set forth in Section 13.01. Notwithstanding anything in the foregoing to the contrary, no Lender may sell a participation to any other person without first sending written notice to the Borrower informing it of such Lender's intention to make such sale, including the name of the proposed participant.

(g) Each Lender that sells a participation shall maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any Commitment or Loan, letter of credit or its other obligations under this Agreement) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or as reasonably necessary for the Borrower, the Servicer or the Administrative Agent to comply with their respective withholding and reporting obligations under FATCA. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, neither the Administrative Agent (in its capacity as Administrative Agent) nor any Agent (in its capacity as Agent) shall have any responsibility for maintaining a Participant Register.

(h) Nothing herein shall prohibit any Lender from pledging or assigning as collateral any of its rights under this Agreement to (i) any Federal Reserve Bank or any other Governmental Authority in accordance with Applicable Law, (ii) any Lender, any Agent or the

Administrative Agent or any Affiliate thereof in connection with any financing or repurchase agreement entered into by such Lender or (iii) a collateral trustee or security agent for holders of commercial paper and, in each case, any such pledge or Collateral assignment may be made without compliance with Section 13.01(a) or 13.01(b). Furthermore, nothing herein shall prohibit or limit the ability of any Conduit Lender to sell or assign all or any portion of its Loans (or interests therein) to its Credit Providers (or to an agent on its or their behalf) pursuant to Liquidity Facilities with respect to such Conduit Lender.

(i) Notwithstanding the foregoing, the Conduit Lenders in any Lender Group may assign their rights, obligations and interests related to any Loan to any other Conduit Lender in such Conduit Lender's Lender Group without providing any notice to the Borrower or the Administrative Agent and without providing any Assignment and Acceptance to the Administrative Agent. Each Agent shall maintain a register for the recordation of the Commitment of each Lender in its Lender Group and the Principal Amount (and stated interest thereon) of each Loan made by each Lender in its Lender Group from time to time (the "Group Register") and shall update its Group Register to reflect any assignments described in the immediately preceding sentence. Upon its receipt of an Assignment and Acceptance executed by an assigning Conduit Lender and an assignee Conduit Lender pursuant to Section 13.01(b), the Agent for such Conduit Lenders' Lender Group shall accept such Assignment and Acceptance and such Agent shall then record the information contained therein in the Group Register. The Agent of each Lender Group shall keep records of the Loans held by each member of its Lender Group and shall provide notice thereof to the Administrative Agent or the Borrower upon request.

ARTICLE 14

MUTUAL COVENANTS REGARDING CONFIDENTIALITY

Section 14.01. Covenants of the Borrower, the Servicer and the Backup Servicer. Each of the Borrower, the Servicer and the Backup Servicer, severally and with respect to itself only, covenants and agrees to hold in confidence, and not disclose to any Person, the terms of this Agreement (including any fees payable in connection with this Agreement or the identity of the Lenders under this Agreement), except as the Administrative Agent or any such Lender may have consented to in writing prior to any proposed disclosure and except that it may disclose such information (i) to its Advisors, officers, directors, employees, lenders, investors, potential investors, agents, auditors, subservicers or representatives, (ii) to the extent such information has become available to the public other than as a result of a disclosure by or through the Borrower, the Servicer or the Backup Servicer, (iii) to Computershare Trust Company, National Association or its Affiliates or (iv) to the extent it should be (a) required by Applicable Law (including filing a copy of this Agreement and the other Basic Documents (other than any fee related letters)) as exhibits to filings required to be made with the SEC, or in connection with any legal or regulatory proceeding, (b) requested by any Governmental Authority to disclose such information or (c) requested by any nationally recognized statistical rating organization; provided, that, in the case of clause (iv)(a), the Borrower, the Servicer and the Backup Servicer, as applicable, will (unless otherwise prohibited by Applicable Law) notify the Administrative Agent and the Lenders of its intention to make any such disclosure prior to making such disclosure. The provisions of this Section 14.01 shall survive for two years following the termination of this Agreement.

Section 14.02. Covenants of the Administrative Agent, the Agents, the Lenders and the Backup Servicer.

(a) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer covenants and agrees that it will not disclose any of the Confidential Information now or hereafter received or obtained by it without the Borrower's prior written consent; provided, however, that it may disclose any such Confidential Information (i) in connection with participations and assignments pursuant to Section 13.01, including to potential third party participants and assignees, (ii) to those of its officers, directors, employees, lenders, potential lenders, investors, potential investors, dealers, hedge counterparties, potential counterparties, agents, counsel, accountants, auditors, subservicers, Advisors or representatives directly involved in the transactions contemplated by the Basic Documents who need to know such information for the purpose of assisting it in connection with the transactions contemplated by the Basic Documents or the financing thereof (provided, for so long as no Event of Default or Facility Amortization Event has occurred and is continuing, the Collection Policy shall not be disclosed to such person if such person is a Direct Competitor), (iii) to any nationally recognized statistical rating organization (within the meaning of the Exchange Act), including in compliance with Rule 17g-5 thereunder (or any similar rule or regulation in any relevant jurisdiction) or that is then rating the commercial paper notes issued by or on behalf of a Conduit Lender or other debt obligations of a Conduit Lender or its Affiliates, (iv) to any hedge counterparty and (v) to the extent it should be (a) required by Applicable Law (including filing a copy of this Agreement and the other Basic Documents (other than any fee related letters)) as exhibits to filings required

to be made with the SEC, or in connection with any legal or regulatory proceeding or (b) requested by any Governmental Authority to disclose such information; provided, that, in the case of clause (v)(a), the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer, as applicable, will use all reasonable efforts to request that confidentiality is maintained and to use reasonable efforts to, unless otherwise prohibited by Applicable Law, promptly notify the Borrower of its intention to make any such disclosure. Confidential Information may not be provided to prospective participants or assignees before the execution of an Assignment and Acceptance, unless such Confidential Information is covered under a separate confidentiality agreement between the assigning Lender and such prospective participant or assignee.

(b) Each of the Backup Servicer and any Successor Servicer acknowledges and understands that the Confidential Information may contain “nonpublic personal information” as that term is defined in Section 6809(4) of the Gramm-Leach-Bliley Act (the “Act”), and each of the Backup Servicer and any Successor Servicer, and each of its employees, Affiliates, directly involved in the transaction contemplated by the Basic Documents, agrees that it (i) shall comply with applicable laws and regulations regarding the privacy or security of “nonpublic personal information” as that term is defined in Section 509(4) of the Act, (ii) shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the “nonpublic personal information” of the “customers” and “consumers” (as those terms are defined in the Act) of the Regional Management Entities which party may hold, (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information, (iii) shall promptly notify the Regional Management Entities in writing upon becoming aware of any actual breach of the security, confidentiality, or integrity of nonpublic personal information received hereunder, and (iv) shall maintain such nonpublic personal information received hereunder in accordance with the Act and other applicable federal and state privacy laws.

(c) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer agrees that it will advise its Affiliates to whom it provides Confidential Information of the confidential nature of such information and that it shall direct its Affiliates to comply with the terms of this Article Fourteen applicable to the Administrative Agent, each Agent, each Lender, the Backup Servicer or any Successor Servicer, as applicable.

(d) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer acknowledges and agrees that any Confidential Information provided to it, in whatever form, is the sole property of the Borrower and Regional Management. Neither such Person nor its Affiliates or Advisors shall use any of the Confidential Information now or hereafter received or obtained from or through the Borrower, Regional Management or any of their respective Affiliates for any purpose other than for purposes of engaging in, or as otherwise contemplated by, the transactions contemplated by the Basic Documents. The Administrative Agent, each Lender, the Backup Servicer and any Successor Servicer agree that if the Borrower and/or Regional Management should request in writing that it destroy or return the Confidential Information, it shall, at its option, return or destroy such Confidential Information; provided that it shall be permitted to retain only that portion of the Confidential Information, in accordance with the confidentiality obligations specified in this Agreement, that is necessary (i) for purposes

of documenting any due diligence review performed by it in connection with this Agreement and (ii) to comply with any Applicable Laws or the internal document retention policies of the Administrative Agent, any Agent, any Lender, the Backup Servicer or any Successor Servicer.

(e) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer acknowledges that all Confidential Information is considered to be proprietary and of competitive value, and in many instances trade secrets. Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer agrees that because of the unique nature of the Confidential Information any breach of this Agreement may cause the Borrower, Regional Management and their respective Affiliates irreparable harm and money damages and other remedies available at law in the event of a breach may not be adequate to compensate the Borrower, Regional Management and their Affiliates for any such breach. Accordingly, each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer acknowledges and agrees that the Borrower, Regional Management and their respective Affiliates shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance, as a remedy for any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available to the Borrower, Regional Management and their respective Affiliates whether at law or in equity.

(f) If the Administrative Agent, any Lender, the Backup Servicer or any Successor Servicer, or any of their respective Affiliates or Advisors are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information (including the fact that discussions or negotiations took place with respect to the transactions contemplated by the Basic Documents), the related entity shall promptly notify the Borrower and Regional Management in writing (unless such notification is prohibited by Applicable Law) of such requirement so that the Borrower and/or Regional Management, at their sole cost and expense, may seek a protective order or other appropriate remedy. The Administrative Agent, each Lender, the Backup Servicer and any Successor Servicer may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that it is legally compelled to disclose; provided that it agrees to use reasonable efforts, at the sole cost and expense of the Borrower and Regional Management, to obtain assurance that confidential treatment will be accorded such Confidential Information by the person or persons to whom it was disclosed.

(g) Notwithstanding the foregoing, it is understood that the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer or their Affiliates may be required to disclose (and may so disclose) the Confidential Information or portions thereof at the request of a Governmental Authority or in connection with an examination of it or its Affiliates by a Governmental Authority, including in connection with the regulator compliance policy of Administrative Agent, any Agent, any Lender, the Backup Servicer and any Successor Servicer. No notice shall be required in connection with any disclosures made pursuant to any request or examination by any Governmental Authority.

(h) It is understood and agreed that no failure or delay by the Servicer, the Borrower, the Backup Servicer, the Successor Servicer, the Administrative Agent, any Agent or any Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall

any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(i) The provisions of this Section 14.02 shall survive for two years following the termination of this Agreement.

Section 14.03. Non-Confidentiality of Tax Treatment and Tax Structure. Notwithstanding anything to the contrary contained herein or in any document related to the transactions contemplated hereby, in connection with Treasury Regulations Section 1.6011-4, Section 301.6111-1T and Section 301.6112-1, the parties hereby agree that, from the commencement of discussions with respect to the transactions described herein, each party hereto (and each of its employees, representatives, Advisors, Affiliates or agents) is permitted to disclose to any and all persons of any kind, the tax treatment, tax structure and other relevant tax aspects of the transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to each such party related to such treatment, structure and tax aspects. In this regard, each party hereto acknowledges and agrees that this disclosure of the treatment, structure or tax aspects of the transactions is not limited in any way by an express or implied understanding or agreement, oral or written (whether or not such understanding or agreement is legally binding). Furthermore, each party hereto acknowledges and agrees that it does not know or have reason to know that its use or disclosure of information relating to the tax treatment, tax structure or other relevant tax aspects of the transactions is limited in any manner (such as where the transactions are claimed to be proprietary or exclusive) for the benefit of any other Person.

ARTICLE 15

MISCELLANEOUS

Section 15.01. Amendments and Waivers.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Event of Default, Unmatured Event of Default or Facility Amortization Event, regardless of whether the Administrative Agent, any Agent or any Lender may have had notice or knowledge of such Event of Default, Unmatured Event of Default or Facility Amortization Event at the time.

(b) Neither this Agreement nor any provision hereof may be amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Administrative Agent with the consent of the Required Lenders. The Servicer shall provide a copy of each such proposed amendment, waiver or other modification to each Hedge Counterparty and each Rating Agency (if any). Notwithstanding the foregoing, no such agreement shall, without the written consent of each Lender:

(i) amend any provision of Section 2.08,

(ii) amend any provision of Schedule B,

(iii) change any provision of this Section or the definition of “Required Lenders”, “Event of Default,” “Facility Amortization Event” or “Servicer Termination Event”, or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder,

(iv) amend or change the definition of “Advance Rate”, “Borrowing Base”, “Borrowing Base Deficiency”, “Annualized Charge-off Ratio”, “Concentration Limits”, “Level I Trigger Event”, “Level II Trigger Event”, “Level III Trigger Event”, “Monthly Principal Amount”, “Reserve Account Required Amount”, “Senior Interest” or “Subordinate Interest”.

(v) reduce the principal or the rate of interest on the Loans or any fees or other amounts payable hereunder or under any other Basic Document;

provided further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Account Bank or the Backup Servicer hereunder without the prior written consent of the Account Bank or the Backup Servicer, as the case may be (which consent shall not be unreasonably withheld or delayed); provided further, that the Fee Letter may only be amended, or rights or privileges thereunder waived, in writing executed by the parties thereto and with the written consent of the Required Lenders.

No amendment, waiver or other modification which could have a material adverse effect on the rights or obligations of any Hedge Counterparty shall be effective against such Hedge Counterparty without the prior written agreement of such Hedge Counterparty.

(c) Neither this Agreement nor any provision hereof may be waived except pursuant to an agreement or agreements in writing entered into by the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall, without the written consent of each Lender waive any condition set forth in Section 4.01; provided further, that no such agreement shall waive the rights or duties of the Account Bank, the Backup Servicer or the Hedge Counterparty hereunder without the prior written consent of the Account Bank, the Backup Servicer or the Hedge Counterparty, as the case may be.

(d) The Borrower shall promptly deliver to the Account Bank, the Backup Servicer and the Hedge Counterparty an executed copy of any amendment, waiver or modification under this Section. In executing any amendment to this Agreement, the Backup Servicer and the Account Bank shall be entitled to receive (i) an Officer's Certificate of the Borrower stating that the execution of such amendment is authorized or permitted by this Agreement and that all conditions precedent thereto have been satisfied, and (ii) written direction from the Borrower and the Administrative Agent (on behalf of the Secured Parties).

(e) All fees, costs and expenses (including reasonable attorneys; fees, costs and expenses) incurred in connection with any amendment, supplement or waiver shall be payable by the Borrower.

Section 15.02. Notices, Etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including communication by facsimile copy) and e-mailed, mailed, transmitted or delivered, as to each party hereto, at its address set forth under its name on the signature pages hereof or specified in such party's Assignment and Acceptance or at such other address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective, upon receipt, or in the case of notice by (i) mail, five days after being deposited in the United States mail, first class postage prepaid, (ii) e-mail and facsimile copy, when electronic communication of receipt is obtained or (iii) overnight courier, one Business Day after being deposited with such overnight courier service, except that notices and communications pursuant to Article Two shall not be effective until received with respect to any notice sent by mail, telecopier or e-mail.

Section 15.03. No Waiver, Rights and Remedies. No failure on the part of the Administrative Agent, any Agent or any Secured Party or any assignee of any Secured Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver

thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

Section 15.04.Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Servicer, the Backup Servicer, each Agent, the Secured Parties and their respective successors and permitted assigns and, in addition, each Hedge Counterparty shall be an express third-party beneficiary of this Agreement.

Section 15.05.Term of this Agreement. This Agreement shall remain in full force and effect until the Facility Termination Date; provided, however, that the rights and remedies with respect to any breach of any representation and warranty made or deemed made by the Borrower pursuant to Article Five and the indemnification and payment provisions, including those of Article Eleven, the provisions of Section 15.10 and any other provision of this Agreement expressly stated to survive, shall be continuing and shall survive any termination of this Agreement or the assignment, resignation or removal by or of the applicable parties hereto.

Section 15.06.**GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF OBJECTION TO VENUE. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PROVISIONS (OTHER THAN §5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). EACH OF THE PARTIES HERETO HEREBY AGREES TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, LOCATED IN THE BOROUGH OF MANHATTAN AND THE FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW YORK IN THE BOROUGH OF MANHATTAN. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER IN ANY OF THE AFOREMENTIONED COURTS AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.**

Section 15.07.**WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. INSTEAD, ANY SUCH DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.**

Section 15.08.Costs, Expenses and Taxes.

(a) In addition to the rights of indemnification granted to the Indemnified Parties under Article Eleven, the Borrower agrees to pay on demand all reasonable costs and expenses of each Agent, the Secured Parties, the Backup Servicer and the Account Bank incurred in

connection with the administration (including periodic auditing), amendment or modification of, or any waiver or consent issued in connection with, this Agreement, the other Basic Documents and the other documents to be delivered hereunder or in connection herewith, including the reasonable fees and disbursements of counsel for each Agent, the Secured Parties, the Backup Servicer and the Account Bank with respect thereto and with respect to advising such entities as to their respective rights and remedies under this Agreement and the other documents to be delivered hereunder or in connection herewith, and all costs and expenses, if any (including reasonable counsel fees and expenses), incurred by such entities in connection with the enforcement of this Agreement and the other documents to be delivered hereunder or in connection herewith.

(b) Other than with respect to Excluded Taxes, the Borrower shall pay on demand any and all stamp, sales, excise and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement and the other Basic Documents, the other documents to be delivered hereunder or any agreement or other document providing liquidity support, credit enhancement or other similar support to a Lender in connection with this Agreement or the funding or maintenance of the Loan hereunder.

Section 15.09. No Insolvency Proceedings.

(a) Notwithstanding any prior termination of this Agreement, no Secured Party nor the Backup Servicer shall, prior to the date which is one year and one day after the final payment of the Aggregate Unpaid, petition, cooperate with or encourage any other Person in petitioning or otherwise invoke the process of any Governmental Authority for the purpose of commencing or sustaining an Insolvency Proceeding against the Borrower under any United States federal or State Insolvency Laws or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Borrower or any substantial part of its property or ordering the winding up or liquidation of the affairs of the Borrower.

(b) Notwithstanding any prior termination of this Agreement, each party to this Agreement hereby agrees that it shall not institute against, or join any other person in instituting against, any Conduit Lender any Insolvency Proceeding, for one year and one day after the latest maturing Commercial Paper Note and other debt security issued by such Conduit Lender is paid.

(c) The provisions of this Section shall survive the termination of this Agreement.

Section 15.10. Recourse Against Certain Parties.

(a) No recourse under or with respect to any obligation, covenant or agreement (including the payment of any fees or any other obligations) of each Agent, any Secured Party, the Backup Servicer, the Account Bank, Regional Management, or the Borrower as contained in this Agreement or any other agreement, instrument or document entered into by it pursuant hereto or in connection herewith shall be had against manager or administrator of such Person or any incorporator, Affiliate, stockholder, officer, employee or director of such Person or of any such manager or administrator, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that the agreements of the Agents, any Secured Party, the Backup Servicer and the

Account Bank contained in this Agreement and all of the other agreements, instruments and documents entered into by it pursuant hereto or in connection herewith are, in each case, solely the corporate obligations of such Person, and that no personal liability whatsoever shall attach to or be incurred by any administrator of any such Person or any incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, as such, or any other of them, under or by reason of any of the obligations, covenants or agreements of such Person contained in this Agreement or in any other such instruments, documents or agreements, or that are implied therefrom, and that any and all personal liability of every such administrator of such Person and each incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, or any of them, for breaches by such Person of any such obligations, covenants or agreements, which liability may arise either at common law or at equity, by statute or constitution, or otherwise, is hereby expressly waived as a condition of and in consideration for the execution of this Agreement.

(b) Each of the parties to this Agreement hereby (i) acknowledges and agrees that no Conduit Lender shall have any obligation to pay any amounts under this Agreement unless and until such Conduit Lender shall have received such amounts in respect of its Loans and (ii) agrees that no Conduit Lender shall have any obligation to pay any amounts constituting fees, a reimbursement for expenses, or indemnities (collectively, "Expense Claims"), and such Expense Claims shall not constitute a claim (as defined in Section 101 of Title 11 of the Bankruptcy Code or any similar law under another jurisdiction) against any Conduit Lender, unless or until such Conduit Lender has received amounts sufficient to pay such Expense Claims from amounts received by it in respect of its Loans and such amounts are not required to pay its indebtedness for borrowed money.

(c) The provisions of this Section shall survive the termination of this Agreement.

(d) No claim may be made by the Borrower, the Servicer or any of their Affiliates or any other Person against the Administrative Agent, any Agent, any Lender, the Backup Servicer, the Account Bank, or any of their Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages (including lost profits) arising out of or related to the transactions contemplated by this Agreement, and each of the Borrower and the Servicer, to the extent permitted by Applicable Law, hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 15.11. Patriot Act Compliance. Each of the Administrative Agent, the Backup Servicer and the Account Bank hereby notify the Borrower and the Servicer that pursuant to the laws, regulations and executive orders of the United States or any state or political subdivision thereof as are in effect from time to time applicable to financial institutions relating to the funding of terrorist activities and money laundering, including without limitation the Patriot Act, it, and each other Lender, may be required to obtain, verify and record information that identifies the Borrower or the Servicer, which information includes the name and address of the such party, organizational documentation, director and shareholder information, and other information that will allow the Administrative Agent, each Agent, the Backup Servicer, the Account Bank and each Lender to identify such entity in accordance with the Patriot Act (and the Borrower and the Servicer agree to provide any such necessary information). This notice is given in accordance

with the requirements of the Patriot Act and is effective for the Administrative Agent, each Agent, the Backup Servicer, the Account Bank and each Lender.

Section 15.12. Execution in Counterparts; Severability; Integration. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings other than any fee letter contemplated hereby. This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code/UCC (collectively, “Signature Law”), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 15.13. Intercreditor Agreement. The parties hereto acknowledge the existence of the Intercreditor Agreement and that certain rights of the parties (other than the Account Bank and the Backup Servicer (other than if it becomes the Successor Servicer)) may be subject to the provisions thereof.

Section 15.14. Third Party Beneficiary. The 2021-1B SUBI Trustee shall be a third party beneficiary of this Agreement for purposes of amounts owed to it by the Borrower from time to time in accordance with Section 2.08 and subject to the other terms of this Agreement.

Section 15.15. Multiple Roles. The parties expressly acknowledge and consent to Computershare Trust Company, National Association, acting in the multiple roles of Backup Servicer (including potentially as Successor Servicer), Account Bank and Third Party Allocation Agent under the Basic Documents. Computershare Trust, National Association, may, in such capacities, discharge its separate functions fully, without hindrance or regard to conflict of interest principles, duty of loyalty principles or other breach of fiduciary duties to the extent that any such conflict or breach arises from the performance by Computershare Trust Company, National Association, of express duties set forth in the Basic Documents in any of such

capacities, all of which defenses, claims or assertions are hereby expressly waived by the other parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES IV, LLC,
as Borrower

By:

Name: Harpreet Rana
Title: Executive Vice President and
Chief Financial Officer

Address for Notices:
979 Batesville Road
Suite B
Greer, SC 29651
Attention: Harpreet Rana
Email: xxx@regionalmanagement.com

REGIONAL MANAGEMENT CORP.,
as Servicer

By:

Name: Harpreet Rana
Title: Executive Vice President and
Chief Financial Officer

Address for Notices:
979 Batesville Road
Suite B
Greer, SC 29651
Attention: Harpreet Rana
Email: xxx@regionalmanagement.com

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent, as Agent and
as Committed Lender

By: _____
Name:
Title:

Address for Notices:
Wells Fargo Bank, National Association
Consumer Finance Group
550 S. Tryon Street, 5th Floor
MAC D1086-051
Charlotte, NC 28202
Attention: Brian Grushkin
E-mail: xxx@wellsfargo.com
Telephone: xxx-xxx-xxxx

Signature Page to Credit Agreement

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,
as Account Bank and Backup Servicer

By:

Name:

Title:

Address for Notices:

Computershare Trust Company, National Association,

1505 Energy Park Drive

St. Paul, MN 55108

Attention: Corporate Trust Services – Asset-Backed Administration

E-mail: xxx@computershare.com

Telephone: xxx-xxx-xxxx

Signature Page to Credit Agreement

WELLS FARGO LENDER SUPPLEMENT

Lender Group: Wells Fargo

Agent: Wells Fargo Bank, N.A.

Address for Notices: Wells Fargo Bank, National Association
Consumer Finance Group
550 S. Tryon Street, 5th Floor
MAC D1086-051
Charlotte, NC 28202
Attention: Brian Grushkin
E-mail: xxx@wellsfargo.com
Telephone: xxx-xxx-xxxx

Committed Lender: Wells Fargo Bank, N.A.

Commitment: \$125,000,000

Address for Notices and Investing Office: Wells Fargo Bank, National Association
Consumer Finance Group
550 S. Tryon Street, 5th Floor
MAC D1086-051
Charlotte, NC 28202
Attention: Brian Grushkin
E-mail: xxx@wellsfargo.com
Telephone: xxx-xxx-xxxx

Wire Information: Bank Name: Wells Fargo Bank, National Association
Acct Name: Roanoke In/Out Wire Account
ABA #: xxx
Acct#: xxx
Attn: Victor Berrios
Ref: Regional Management Receivables IV, LLC

ELIGIBLE RECEIVABLE CRITERIA

An “Eligible Receivable” means, on any date of determination, any Receivable (A) that has been included as part of the Collateral or in the case of the North Carolina Receivables, allocated to the 2021-1B SUBI, (B) for which the related Receivable File is in the possession of the Servicer, (C) which is identified on the Schedule of Receivables delivered by the Borrower to each Agent and the Account Bank as part of a Funding Request and (D) which satisfies each of the following conditions, in each case as of the related Funding Date:

(a) Characteristics of Receivables. As of the related Cutoff Date (or such other date as may be specifically set forth below), each Receivable:

- (i) has been fully and properly executed or electronically authenticated by the Obligor thereto;
- (ii) was originated in the United States and denominated in Dollars;
- (iii) at the time of origination of such Receivable, for which the Obligor thereto has provided as its most recent billing address an address located in the continental United States;
- (iv) was a Branch Receivable, a Convenience Check, an Electronic Contract or an Online Originated Receivable;
- (v) if originated by a Bank Originator, the Bank Originator Conditions have been satisfied;
- (vi) was originated by an Originator in accordance with and satisfies the standards of the operating policies of the Originator at the time of origination of such Receivable, including the Credit Policy and the Collection Policy and, if originated by a Bank Originator, was originated by such Bank Originator in accordance with the Bank Originator Program Documents, which Bank Originator Program Documents have not been amended or modified from their form since the date the Bank Originator Conditions were satisfied other than pursuant to and in accordance with the terms of Section 6.05(f) hereof;
- (vii) with respect to which, as of the date of the related Contract, all proceeds on the related Contract were fully disbursed and there is no requirement for future advances thereunder and all fees and expenses in connection with the origination of the Receivable have been paid and each of the Originator, Regional Management and the Borrower has performed all obligations required to be performed by it under such Contract.
- (viii) is (a) secured by a (i) vehicle that is owned free and clear by the Obligor and not subject to an outstanding loan or associated lease or (ii) a non-essential household

good or (b) is unsecured and subject to clauses (xv) and (xx) of the definition of “Concentration Limits” herein;

(ix) is not secured by real estate;

(x) either (A) has been originated by an Originator in the ordinary course of its respective business and, in the case of a Bank Originator, has been originated in accordance with the Bank Originator Program Documents; or (B) has been originated or acquired directly by an Originator in accordance with its customary practices and, in either case, (i) (a) Regional Management has previously acquired such Receivable from such Originator (other than a Bank Originator) pursuant to the First Tier Master Purchase Agreement (or in the case of Receivables originated by Regional Finance Corporation North Carolina, such Receivable has been contributed to the Trust), or (b) Regional Management has acquired such Receivable directly or indirectly from a direct or indirect Subsidiary of Regional Management in connection with a Securitization (or in the case of Receivables originated by Regional Finance Corporation of North Carolina, has been reallocated directly or indirectly from the related SUBI to the UTI); and (ii) such Receivable has been acquired by the Borrower from Regional Management pursuant to the Second Tier Purchase Agreement and has been pledged by the Borrower to the Administrative Agent pursuant to this Agreement (or in the case of the Receivables originated by Regional Finance Corporation of North Carolina, are allocated to the 2021-1B SUBI).

(xi) as of the related Funding Date, to the extent such Receivable is a Hard Secured Receivable, such Receivable is secured by a first priority validly perfected security interest in the related underlying collateral in favor of an Originator, as secured party, or all necessary actions have been commenced that will result in a first priority security interest in such related underlying collateral in favor of an Originator, as secured party, which security interest, in either case, is assignable and has been so assigned by Regional Management to Borrower and as collaterally assigned by the Borrower to the Administrative Agent;

(xii) if secured, such Receivables contains customary and enforceable provisions such that the rights and remedies of the holder thereof are adequate for realization against the collateral of the benefits of the security;

(xiii) provided, at origination, for level monthly payments which fully amortize the initial Principal Balance over the original term; provided, that the amount of the first or last payment may be different from the level payment but in no event more than three times the level monthly payment;

(xiv) provides for a fixed rate of interest and applicable fees at the APR specified in the Schedule of Receivables and for which payment is calculated pursuant to the Simple Interest Method or Precomputed Interest Method, as applicable, and in the event that such Receivable is prepaid by the Obligor, requires a prepayment that fully pays the Principal Balance of such Receivable and any interest and applicable fees accrued at the related APR through the date of prepayment;

(xv) no Scheduled Payment remains unpaid 30 days or more from the original due date for such payment;

(xvi) is not a Defaulted Receivable;

(xvii) is not secured by underlying collateral that has been repossessed;

(xviii) has a Scheduled Payment due at least monthly;

(xix) is not an Extended Receivable (including delinquent renewals) for which (A) either no Scheduled Payment thereon has been made by the Obligor after the related extension or for which the related extension occurred in the current Collection Period or (B) one or more Scheduled Payments have been extended more than three (3) times during the immediately preceding twelve-month period;

(xx) with respect to which no procedures believed by the Servicer or the Borrower to be materially adverse to the interests of the Lenders were utilized by the Servicer or the Borrower in identifying and/or selecting such Receivable; additionally, no adverse procedures were used by the Borrower in providing information related to the Receivables;

(xxi) is not subject to any right of rescission, cancellation, set-off, claim, counterclaim or defense (including the defense of usury), and the operation of any of the terms of any contract, or the exercise of any right thereunder, will not render the related Receivable unenforceable in whole or in part or subject to any right of rescission, setoff, counterclaim or defense (including the defense of usury) and neither no Regional Management Entity has received written notice of the assertion of any such right of rescission, setoff, counterclaim or defense with respect thereto;

(xxii) there are no proceedings pending or, to the best of the Borrower's knowledge threatened, wherein the Obligor or any Governmental Authority has alleged the related Contract is illegal or unenforceable;

(xxiii) provides that a prepayment by the related Obligor will fully pay the Principal Balance and accrued interest through the date of prepayment based on the Contract's APR;

(xxiv) at the time that such Receivable is included in the Collateral, for which the Servicer and the related Originator have clearly marked their electronic records to indicate that such Receivable is (a) other than a Receivable originated by a Bank Originator, owned by the Borrower in its entirety (no fractional interest), or (b) in the case of the North Carolina Receivables other than a Receivable originated by a Bank Originator, owned by the Trust;

(xxv) the first scheduled payment on the related Contract is no more than 45 days from the contract date or past due; provided that no funds will have been advanced by an Originator, the Borrower, any third-party lender, or anyone acting on behalf of any of them in order to cause such Contract to comply with such requirement;

(xxvi) is fully assignable and the related Contract does not require the Obligor or any other party to receive notice or consent to the transfer, sale or assignment of the rights and duties of the Originator thereunder;

(xxvii) the related Contract has not been waived in any manner such that the Contract fails to satisfy any of the representations and warranties made by Regional Management or each Originator with respect thereto, and no provision of any Contract has been waived except as noted in the related Receivable File;

(xxviii) the sale, transfer, assignment and conveyance of such Receivable by an Originator or Regional Management is not subject to and will not result in any Tax payable by such Originator, Regional Management or the Borrower to any federal, State or local government, other than those Taxes which have or will be paid by such Originator or Regional Management as due;

(xxix) the related Obligor is not bankrupt and is not the subject of any bankruptcy proceeding;

(xxx) such Receivable had an original term to maturity and a remaining term to maturity of not more than 60 months and not less than three (3) months;

(xxxi) such Receivable is due from an Obligor that at the time of origination had a FICO® Score or VantageScore and such FICO® Score or VantageScore was not less than 475;

(xxxii) such Receivable had an APR of at least 5.00%;

(xxxiii) (a) in the case of a Receivable originated by an Originator (including a Bank Originator), such Receivable had an APR of no more than 36.00%, inclusive of any fees, and (b) in the case of a Receivable originated by a Bank Originator, there shall be no origination fee;

(xxxiv) such Receivable had a Principal Balance of at least \$500 and not exceeding \$50,000 and, if such Receivable had a Principal Balance of \$20,000 to \$50,000, such Receivable is a Hard Secured Receivable;

(xxxv) such Receivable is not an auto loan delinquent renewal or any identified test product; and

(xxxvi) at the time of origination of such Receivable in the case of a Receivable originated by a Bank Originator, the Obligor's state of residence (a) is not Colorado, Connecticut, Georgia, Iowa, West Virginia, Maine, New York, Vermont, Wyoming nor District of Columbia, (b) is not Hawaii if the original loan balance is less than \$1,500, and (c) is not Illinois if the "all in" military annual percentage rate (MAPR) is greater than 36%.

(b) Schedule of Receivables. The information with respect to a Receivable set forth in the Schedule of Receivables is true and correct in all material respects as of the related Cutoff Date.

(c) Compliance with Law. The Receivable complied at the time it was originated or made, the transfer of that Receivable to the Borrower complied at the time of transfer, and the ownership of that Receivable by the Borrower complies as of the Closing Date or the related Funding Date, as applicable, in all material respects with all requirements of applicable federal, State and local laws, and regulations thereunder, including to the extent applicable, usury laws, the Federal Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, the Fair Debt Collection Practices Act, the Fair Credit Billing Act, the Magnuson-Moss Warranty Act, Federal Reserve Board Regulations B and Z, the Servicemembers Civil Relief Act, State adaptations of the National Consumer Act and of the Uniform Consumer Credit Code and any other consumer credit, equal opportunity and disclosure laws applicable to that Receivable. None of the underlying Obligor related to such Receivables are Sanctioned Targets.

(d) Binding Obligation. The Receivable and the related Contract are duly authorized on the part of the related Obligor, are in full force and effect and constitute the legal, valid and binding payment obligation in writing of the Obligor, enforceable by the holder thereof in accordance with its terms, except (i) as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, liquidation or other similar laws and equitable principles relating to or affecting the enforcement of creditors' rights generally and (ii) as such Receivable may be modified by the application after the related Cutoff Date of the Servicemembers Civil Relief Act, to the extent applicable to the related Obligor.

(e) Receivable in Force. The Receivable has not been satisfied, subordinated or rescinded nor has the underlying collateral, if any, securing the related Contract been released from the lien of such Receivable in whole or in part, other than in connection with a substitution of similar collateral in accordance with customary procedures, and no Regional Management Entity has done anything to impair the rights of the Secured Parties therein.

(f) No Default; No Waiver. Except for payment delinquencies with respect to any Receivable, no default, breach, violation or event permitting acceleration under the terms of the Receivable existed as of the related Cutoff Date nor did any continuing condition that with notice or lapse of time, or both, would constitute a default, breach, violation or event permitting acceleration under the terms of the Receivable exist as of the related Cutoff Date and the Borrower has not waived any of the foregoing.

(g) No Government Obligor. The Obligor on the Receivable is not the United States or any State or any local government, or any agency, department, political subdivision or instrumentality of the United States or any State or any local government.

(h) Assignment. No Receivable has been originated in, or is subject to the laws of, any jurisdiction under which the sale, transfer, assignment, setting over, conveyance or pledge of such Receivable would be unlawful, void, or voidable. Neither any Originator nor Regional

Management has entered into any agreement with any Obligor that prohibits, restricts or conditions the assignment of the related Receivable.

(i) Good Title. It is the intention of the Borrower that each of the sales, transfers, assignments and conveyances herein contemplated constitute an absolute sale, transfer, assignment and conveyance of the Receivables and the 2021-1B SUBI Certificate and that neither such Receivables nor the 2021-1B SUBI Certificate shall be a part of Regional Management's estate in the event of the filing of a bankruptcy petition by or against Regional Management under any bankruptcy law. As of the Closing Date or the related Funding Date, as applicable, none of 2021-1B SUBI Certificate, any Receivable (other than Receivables originated by a Bank Originator) has been sold, transferred, assigned, conveyed or pledged by any Originator, Regional Management, the Trust or the Borrower to any Person other than pursuant to the Basic Documents. As of the Closing Date or the related Funding Date, as applicable, and immediately prior to the related sale and transfer herein contemplated, Regional Management had good and marketable title to and was the sole owner of each related Receivable (except for a Receivable originated by a Bank Originator) and the 2021-1B SUBI Certificate free and clear of all Liens (except any Lien which will be released prior to assignment of such Receivable hereunder and any Permitted Liens), and, immediately upon the sale and transfer thereof, the Borrower will have good and marketable title to each such Receivable and the 2021-1B SUBI Certificate, free and clear of all Liens (other than Permitted Liens).

(j) Filings. All filings (including UCC filings) necessary in any jurisdiction to give the Borrower a first priority, validly perfected ownership interest in the Receivables (other than any related security with respect thereto, to the extent that an ownership interest therein cannot be perfected by the filing of a financing statement), and to give the Administrative Agent a first priority perfected security interest therein, will be made on the Closing Date.

(k) Priority. The Receivable is not pledged, assigned, sold, subject to a security interest, or otherwise conveyed other than pursuant to the Basic Documents. Neither any Originator nor Regional Management has authorized the filing of and there are no financing statements against an Originator or Regional Management that include a description of collateral covering any Receivable other than any financing statement relating to security interests (i) granted under the Basic Documents or (ii) that have been or, prior to the assignment of such Receivable hereunder, will be terminated, amended or released. The Second Tier Purchase Agreement creates a valid and continuing security interest in the Receivable (other than the related security with respect thereto) in favor of the Borrower which security interest is prior to all other Liens (other than Permitted Liens) and is enforceable as such against all other creditors of and purchasers and assignees from Regional Management.

(l) Characterization of Receivables. Each Receivable constitutes "tangible chattel paper," "accounts," "instruments," "general intangibles" or "electronic chattel paper" (in each case, as defined in the UCC).

(m) One Original. With respect to each Receivable with respect to which the related Contract does not constitute an Electronic Contract, there is only one executed original copy of the Contract (except in the case of a Convenience Check) related to such Receivable. Further, the Contract relating to such Receivable described in the preceding sentence does not have any

stamps, marks or notations indicating any interest of any other Person, or if it has any stamps, marks or notations indicating an interest of any other Person, such stamps, marks or notations have been cancelled or voided (or if such stamp, mark or notation is in the name of an agent (or any predecessor agent) under the Senior Revolver, the Borrower has the right to cancel or void such stamp, mark or notation without the consent of such agent (or any predecessor agent, as applicable) and such agent (or any predecessor agent, as applicable) has released in writing its lien on such Contract).

(n) No Defenses. Neither any Originator nor Regional Management has any knowledge either of any facts which would give rise to any right of rescission, offset, claim, counterclaim or defense, or of the same being asserted or threatened and is not subject to any dispute, offset, counterclaim or defense whatsoever (except the discharge in bankruptcy of the related Obligor) with respect to any Receivable.

(o) Receivable File. As of the related Funding Date, (i) with respect to any Contract other than an Electronic Contract, the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties, (ii) with respect to an Electronic Contract that constitutes Electronic Chattel Paper, the Authoritative Copy of such Electronic Contract is maintained in the Electronic Vault solely for the benefit of the Administrative Agent, as pledgee of the Borrower or the Trust, as applicable, and the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties, and (iii) with respect to an Electronic Contract that does not constitute Electronic Chattel Paper, the electronically authenticated original record of the executed Contract is maintained in the Electronic Vault solely for the benefit of the Administrative Agent, as pledgee of the Borrower or the Trust, as applicable, and the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties.

(p) No Fraud or Misrepresentation. To the best of the Borrower's knowledge, such Receivable was originated without fraud or misrepresentation.

(q) Electronic Chattel Paper. With respect to each Receivable with respect to which the related Contract constitutes Electronic Chattel Paper, all of the following are true:

(i) There is only one single Authoritative Copy of each electronic "record" constituting or evidencing a Contract that is Electronic Chattel Paper, the record or records composing the Electronic Chattel Paper are created, stored and assigned in such a manner that (A) a single authoritative copy of the record or records exists which is unique, identifiable and unalterable (other than a revision that is readily identifiable as an authorized or unauthorized revision), (B) each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy that is not the authoritative copy, (C) the authoritative copy has been communicated to and is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent, (D) all copies or revisions that add or change an identified assignee of the Authoritative Copy of such Contract that constitutes or evidences the Receivable must be made with the participation

of the Administrative Agent, and (E) such Authoritative Copy identifies only the Administrative Agent as the assignee.

(ii) Neither the Borrower nor any other Person has communicated an Authoritative Copy of such Contract that constitutes or evidences the Receivable to any Person other than the Electronic Vault Provider as a designated custodian of the Administrative Agent pursuant to the terms of this Agreement and the Electronic Collateral Control Agreement from and after the applicable Funding Date.

SCHEDULE OF RECEIVABLES

[Original delivered to and on file with the Agents]

SC-1

SCHEDULE D

LOCATION OF RECEIVABLE FILES AND BOOKS AND RECORDS

[Provided to and on file with the Administrative Agent]

SD-1

LIST OF APPROVED SUBSERVICERS

Regional Finance Corporation of Alabama, d/b/a Regional Finance, d/b/a Superior Financial Services, d/b/a First Community Credit

Regional Finance Company of Arizona, LLC, d/b/a Regional Finance

Regional Finance Company of California, LLC, d/b/a Regional Finance

Regional Finance Company of Georgia, LLC, d/b/a Regional Finance

Regional Finance Company of Idaho, LLC, d/b/a Regional Finance

Regional Finance Company of Illinois, LLC d/b/a Regional Finance

Regional Finance Company of Indiana, LLC, d/b/a Regional Finance

Regional Finance Company of Louisiana, LLC, d/b/a Regional Finance

Regional Finance Company of Mississippi, LLC, d/b/a Regional Finance

Regional Finance Company of Missouri, LLC, d/b/a Regional Finance

Regional Finance Company of New Mexico, LLC, d/b/a Regional Finance

Regional Finance Company of Missouri, LLC, d/b/a Regional Finance

Regional Finance Corporation of North Carolina, d/b/a Regional Finance, d/b/a RMC Financial Services

Regional Finance Company of Oklahoma, LLC, d/b/a Regional Finance

Regional Finance Corporation of South Carolina, d/b/a Regional Finance, d/b/a RMC Financial Services, d/b/a Sun Finance, d/b/a Anchor Finance

Regional Finance Corporation of Tennessee, d/b/a Regional Finance

Regional Finance Corporation of Texas, d/b/a Regional Finance, d/b/a Regional Finance Corporation

Regional Finance Company of Utah, LLC, d/b/a Regional Finance

Regional Finance Company of Virginia, LLC, d/b/a Regional Finance

Regional Finance Corporation of Wisconsin, d/b/a Regional Finance

SB-2

REPRESENTATIONS AND WARRANTIES REGARDING SECURITY INTERESTS

The Borrower represents and warrants as of the Closing Date and each Funding Date:

(ii) This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in all Receivables in favor of the Administrative Agent, which security interest is prior to all other Liens, and is enforceable as such against creditors of and purchasers from the Borrower.

(iii) The Receivables constitute “tangible chattel paper,” “accounts,” “instruments,” “general intangibles” or “electronic chattel paper” (in each case, as defined in the UCC).

(iv) The Borrower owns and has good and marketable title to the Receivables and the 2021-1B SUBI Certificate free and clear of any Lien, claim, or encumbrance of any Person (other than Permitted Liens).

(v) The Borrower has caused or will have caused, within ten days after the Closing Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect the security interest in the Receivables granted to the Administrative Agent hereunder.

(vi) Other than the security interest granted to the Administrative Agent pursuant to this Agreement, the Borrower has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Receivables. The Borrower has not authorized the filing of and is not aware of any financing statements against the Borrower that include a description of collateral covering the Receivables other than any financing statement relating to the security interest granted to the Administrative Agent hereunder, that has been terminated or amended in connection with the security interest of the Administrative Agent. The Borrower is not aware of any judgment or tax lien filings against the Borrower.

(vii) The Borrower (or its duly appointed agent) has in its possession all copies of the Contracts that constitute or evidence the Receivables (other than Electronic Contracts). The Contracts (other than Electronic Contracts) that constitute or evidence the Receivables do not have any stamps, marks or notations indicating that they have been pledged, assigned, or otherwise conveyed to any Person other than the Administrative Agent, except such stamps, marks or notations otherwise cancelled, voided or superseded (or if such stamp, mark or notation is in the name of an agent (or any predecessor agent) under the Senior Revolver, the Borrower has the right to cancel or void such stamp, mark or notation without the consent of such agent (or any predecessor agent, as applicable) and such agent (or any predecessor agent, as applicable) has released in writing its lien on such Contract). All financing statements filed or to be filed against the Borrower in favor of the Administrative Agent in connection herewith describing the Receivables contain a statement to the following effect: “A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Administrative Agent”.

SERVICING CENTRALIZATION EVENT

Following the occurrence of a Servicing Centralization Event, unless waived by the Required Lenders, the following will occur:

(r) The Backup Servicer will confirm access by a party designated by the Administrative Agent to a central lockbox approved by the Administrative Agent (acting at the direction of the Required Lenders) (the “Lockbox”), pursuant to a lockbox agreement (the “Lockbox Agreement”) among the holder of the Lockbox, the Backup Servicer, Regional Management and the Administrative Agent on behalf of the Lenders. Regional Management will send letters to Obligor with new/updated payment instructions to make all payments to the Lockbox and all other offices of Regional Management that collect cash and checks must send such Collections to the Lockbox within one day of receipt.

(s) The Administrative Agent, the Agents and the Backup Servicer will participate in status meetings with Regional Management on a regular basis, which meetings may be conducted telephonically.

(t) The collection function will remain with Regional Management as Servicer, but moved to a central location acceptable to the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

(u) Regional Management will utilize a single repossession vendor with a national footprint acceptable to the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

(v) Regional Management will make available to the Backup Servicer any imaged loan files of the Contracts held in the custody of Regional Management (or its designee).

LOCATIONS OF BOOKS AND RECORDS; BORROWER OPERATING ACCOUNT

[Provided to and on file with the Administrative Agent]

SH-1

FORM OF FUNDING REQUEST

_____, 201_

Wells Fargo Bank, N.A.,
as Administrative Agent and Wells Fargo Agent
Consumer Finance Group
550 S. Tryon Street, 5th Floor
MAC D1086-051
Charlotte, NC 28202
Attention: Brian Grushkin

Computershare Trust Company, National Association,
as Account Bank and Backup Servicer
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services – Asset-Backed Administration

Re: Regional Management Receivables IV, LLC – Credit Agreement

Ladies and Gentlemen:

The undersigned is a Responsible Officer of Regional Management Receivables IV, LLC (the “Borrower”) and is authorized to execute and deliver this Funding Request on behalf of the Borrower pursuant to the Credit Agreement, dated as of April 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Regional Management Corp, as servicer, Computershare Trust Company, National Association, as backup servicer and account bank, the Lenders from time to time party thereto, the Agents for the Lender Groups from time to time parties thereto and Wells Fargo Bank, National Association, as Administrative Agent. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

The Borrower hereby requests that a Loan be made under the Credit Agreement on _____, ____ in the amount of \$ _____.

In connection with the foregoing, the undersigned hereby certifies, on behalf of the Borrower, as follows:

(1) As of the date hereof, the Borrowing Base (calculated as of the previous Determination Date, or the later of, with respect to Receivables added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date) is _____. After giving effect to the requested Loan, the Loans Outstanding will not exceed the Borrowing Base, and no Borrowing Base Deficiency will exist. Attached to this Funding Request is a true, complete and correct calculation of the Borrowing Base and all components thereof.

(2) All of the conditions applicable to the requested Loan as set forth in the Credit Agreement have been satisfied as of the date hereof and will remain satisfied to the date of such Loan, including:

(a) each of the representations and warranties contained in Article Five of the Credit Agreement are true and correct in all respects on and as of the date hereof, before and after giving effect to the Loan and to the application of the proceeds therefrom as though made on and as of the date hereof;

(b) no event has occurred, or would result from such Loan or from the application of the proceeds therefrom, which constitutes an Event of Default or Facility Amortization Event;

(c) the Borrower is in material compliance with each of its covenants set forth in the Credit Agreement; and

(d) to the best of the Borrower's knowledge, no event has occurred which constitutes a Servicer Termination Event.

(3) The requested Loans will not, on the Funding Date, exceed the Available Amount and, after giving effect to the requested Loan, the Loans Outstanding will not exceed the Borrowing Base.

(4) Attached hereto is a true, correct and complete Schedule C to the Credit Agreement, reflecting all [Initial] [Subsequent] Receivables which will become part of the Collateral on the Funding Date, each [Initial] [Subsequent] Receivable reflected thereon being an Eligible Receivable.

(5) The Cutoff Date with respect to the Receivables is , 20__.

REGIONAL MANAGEMENT RECEIVABLES IV, LLC,
as Borrower

By: Name:

Title:

A-3

SCHEDULE A TO FUNDING REQUEST
[FORM OF FUNDING REQUEST REPORT TO BE INSERTED]

A-4

[RESERVED]

B-1

FORM OF ASSIGNMENT AND ACCEPTANCE¹

_____, 20__

Reference is made to the Credit Agreement, dated as of April 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables IV, LLC, as borrower, Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “Administrative Agent”), and Computershare Trust Company, National Association, as account bank and backup servicer. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Credit Agreement.

_____ (the “Assignor”) and _____ (the “Assignee”) agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor’s rights and obligations under the Credit Agreement as of the date hereof which represents the percentage interest specified in Section 1 of Schedule 1 of all outstanding rights and obligations of the Assignor under the Credit Agreement, including such interest in the Commitment of the Assignor and the Lender Advances made by the Assignor. After giving effect to such sale and assignment, the Commitment and the amount of Lender Advances made by the Assignee will be as set forth in Section 2 of Schedule 1.
2. The Assignor represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Lien.
3. The Assignor and the Assignee confirm to and agree with each other and the other parties to Credit Agreement that: (i) other than as provided herein, the Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto; (ii) the Assignee confirms that it has received a copy of the Credit Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) the Assignee will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender party to the Credit Agreement and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not

¹ Note: This form may be modified as necessary (but on a basis consistent with this form) to accommodate assignments of balances by Conduits and other scenarios.

taking action under the Credit Agreement; (iv) the Assignor and the Assignee confirm that the Assignee is an Eligible Assignee; (v) the Assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; (vi) the Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including the confidentiality provisions of Article Fourteen of the Credit Agreement; and (vii) this Assignment and Acceptance meets all other requirements for such an Assignment and Acceptance set forth in Article Thirteen of the Credit Agreement.

4. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, it will be delivered to the Administrative Agent for acceptance. The effective date of this Assignment and Acceptance (the “Assignment Date”) shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified in Section 3 of Schedule 1.

5. The Assignor and the Assignee agree to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with this Assignment and Acceptance.

6. Upon such acceptance by the Administrative Agent, the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder, provided, however, that the Assignor shall, to the extent such rights have been assigned by it under this Assignment and Acceptance, relinquish its assigned rights and be released from its assigned obligations under the Credit Agreement (and, in the case of an Assignment and Acceptance coving all or the remaining portion of an assigning Assignor’s rights and obligations under the Credit Agreement, Assignor shall cease to be a party thereto).

7. Upon such acceptance by the Administrative Agent, from and after the Assignment Date, the Administrative Agent shall make, or cause to be made, all payments under the Credit Agreement in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and fees with respect thereto) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Assignment Date directly between themselves.

8. **THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN § 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Acceptance and Assignment as of the ____ day
of _____, 20__.

_____, as Assignor

By:

Name:

Title:

_____, as Assignee

By:

Name:

Title:

Schedule 1
to
Assignment and Acceptance
_____, 20__

Section 1.

Percentage Interest: _____ %

Section 2.

Dollar Amount of the Loan Owing to the Assignee: \$ _____

Section 3.

Assignment Date: _____, 20__

FORM OF CREDIT POLICY

[Provided to and on file with the Administrative Agent]

FORM OF COLLECTION POLICY

[Provided to and on file with the Administrative Agent]

FORM OF POWER OF ATTORNEY

This Power of Attorney (this “Power of Attorney”) is executed and delivered by Regional Management Receivables IV, LLC (“Grantor”) to Wells Fargo Bank, National Association, as Administrative Agent (“Attorney”), pursuant to (i) the Credit Agreement, dated as of April 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Wells Fargo Bank, National Association, as administrative agent and Computershare Trust Company, National Association, as account bank and backup servicer, and (ii) the other Basic Documents. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor until all Aggregate Unpaid have been indefeasibly paid in full and Attorney has provided its written consent thereto.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney’s own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Credit Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it, upon the occurrence and during the continuance of any Event of Default, to do the following: (i) to give any necessary receipts or acquittance for amounts collected or received under the Credit Agreement, (ii) to make all necessary transfers of the Collateral in connection with any sale or other disposition made pursuant to the Credit Agreement, (iii) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, Grantor thereby ratifying and confirming all that such Attorney (or any substitute) shall lawfully do hereunder and pursuant hereto, (iv) to sign any agreements, orders or other documents in connection with or pursuant to any Basic Document, (v) to exercise all rights and privileges of Grantor under the Second Tier Purchase Agreement, (vi) to pay or discharge any taxes, Liens or other encumbrances levied or placed on or threatened against Grantor or Grantor’s property, (vii) to defend any suit, action or proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that it is not pursuing such defense in a manner that will maximize the

recovery to Attorney, and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate, (viii) to file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of Grantor's property, (ix) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with, any of Grantor's property, and execute, in connection with such sale or action, any endorsements, assignments or other instruments of conveyance or transfer in connection therewith and (x) to cause the certified public accountants then engaged by Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, any reports required to be prepared by or on behalf of Grantor under the Credit Agreement or any other Basic Document, all as though Attorney were the absolute owner of its property for all purposes, and to do, at Attorney's option and Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do.

Grantor hereby ratifies, to the extent permitted by Applicable Law, all that the Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES IV, LLC

By:
Name:
Title:

Sworn to and subscribed before
me as of the date first above written

Notary Public

[NOTARY SEAL]

FORM OF POWER OF ATTORNEY

This Power of Attorney (this “Power of Attorney”) is executed and delivered by Regional Management Corp. (“Grantor”) to Wells Fargo Bank, National Association, as Administrative Agent (“Attorney”), pursuant to (i) the Credit Agreement, dated as of April 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables IV, LLC, as borrower (the “Borrower”), Grantor, as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Wells Fargo Bank, National Association, as administrative agent and Computershare Trust Company, National Association, as account bank and backup servicer, and (ii) the other Basic Documents. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor until all Aggregate Unpaid have been indefeasibly paid in full and Attorney has provided its written consent thereto.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney’s own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Credit Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it, upon the occurrence and during the continuance of any Servicer Termination Event, to execute any agreements, orders, instructions or other documents in connection with the Receivables, the Receivables Files or the Contracts, including giving instructions to any subservicer with respect to assembly and delivery of possession of the Receivables Files or the Contracts (other than the Electronic Contracts) to or at the direction of the Administrative Agent, all as though Attorney were the absolute owner of its property for all purposes, and to do, at Attorney’s option and Grantor’s expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do.

Grantor hereby ratifies, to the extent permitted by Applicable Law, all that the Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of the date first above written.

REGIONAL MANAGEMENT CORP.

By:

Name:

Title:

Sworn to and subscribed before
me as of the date first above written

Notary Public

[NOTARY SEAL]

FORM OF SECURITIZATION RELEASE

Reference is hereby made to the Credit Agreement, dated as of April 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables IV, LLC, as borrower, Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “Administrative Agent”) and Computershare Trust Company, National Association, as account bank and backup servicer. Capitalized terms not defined herein shall have the meaning given such terms in the Credit Agreement.

The Borrower and the Servicer hereby represent and warrant that each condition in the Credit Agreement and each other Basic Document, to the consummation of the Securitization to which this Securitization Release relates, has been satisfied, including but not limited to delivery of (i) the executed Securitization Date Certificate, in substantially the form attached hereto as Annex 1 and (i) the executed notice, in substantially the form attached hereto as Annex 2.

Upon deposit in the Collection Account of \$ _____ in accordance with Section 2.15(a)(iv) in immediately available funds, the Administrative Agent hereby releases all of its right, title and interest, including its Lien, in and to the following:

(a) the Receivables (including the North Carolina Receivables evidenced by the 2021-1B SUBI Certificate) to be transferred by the Borrower in the related Securitization and described in Schedule I hereto (the “Securitized Receivables” and such Schedule, the “Schedule of Securitized Receivables”), together with the related Contracts (including the agreement to service the Receivables), whether now existing or hereafter acquired, and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections related thereto, and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Securitized Receivables) to become due or received by any Person in payment of any of the foregoing on or after the related Securitization Date;

(b) all Receivable Files, Servicer Files, and the Schedule of Securitized Receivables, relating to the Securitized Receivables, whether now existing or hereafter acquired, and all right, title and interest of the Borrower in and to the documents, agreements and instruments included in such Receivable Files and Servicer Files, including rights of recourse of the Borrower against the related Obligors and Regional Management.

(c) all of the Borrower’s interest in all Records, documents and writings evidencing or related to the Securitized Receivables or the related Contracts;

(d) all of the Borrower’s interest in all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof) payments, and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Securitized Receivables, whether pursuant to the related Contracts or otherwise;

(e) all security interests, Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Securitized Receivables, whether now existing or hereafter acquired, and the related underlying collateral with respect to such Securitized Receivables, whether now existing or hereafter acquired;

(f) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing;

(g) all of the Borrower's right, title and interest in and to the First Tier Purchase Agreements and the Second Tier Purchase Agreement relating to the Securitized Receivables and remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Regional Management under or in connection with the Second Tier Purchase Agreement and relating to such Securitized Receivables; and

(i) all income, products, accessions and proceeds of the foregoing.

[The Servicer and the Borrower hereby direct the Servicer to deliver the Receivable Files for the Securitized Receivables to _____.]

as of _____, 201__.

REGIONAL MANAGEMENT RECEIVABLES IV, LLC, as Borrower

By:

Name:

Title:

REGIONAL MANAGEMENT CORP., as Servicer

By:

Name:

Title:

WELLS FARGO BANK, NATIONAL ASSOCIATION, as Administrative
Agent

By:

Name:

Title:

[]

SECURITIZATION DATE CERTIFICATE
PURSUANT TO SECTION 2.15(a)
OF THE CREDIT AGREEMENT

[], delivers this certificate pursuant to Section 2.15(a) of the Credit Agreement, dated as of April 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables IV, LLC, as borrower (the “Borrower”), Regional Management Corp. (“Regional Management”), as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “Administrative Agent”) and Computershare Trust Company, National Association, as account bank and backup servicer, and hereby certifies, as of the date hereof, the following:

(a) the Borrower has sufficient funds on the related Securitization Date to effect the Securitization in accordance with the Credit Agreement (taking into account, to the extent necessary, the proceeds of sales of the Collateral in the Securitization);

(b) after giving effect to the Securitization, the release of by the Administrative Agent of the related Receivables on the Securitization Date and the transfer by the Borrower or the related Receivables on the Securitization Date, (1) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to the Credit Agreement after giving effect to the Securitization, (2) no Borrowing Base Deficiency exists, (3) no Unmatured Event of Default, Event of Default or Facility Amortization Event has occurred or results from such release and Securitization, (4) if such Securitization Date is not a Payment Date, the Borrower shall have sufficient available funds on the immediately succeeding Payment Date to pay all amounts due and payable on such Payment Date pursuant to Section 2.08, (5) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct in all material respects, except to the extent that such representations and warranties expressly related to an earlier date as set forth therein and (6) with respect to any Receivables being transferred pursuant to clause (ii) of the definition of Securitization pursuant to Section 2.15(iii), the purchase price relating to such Receivables shall be at fair market value as determined in good faith by the Borrower, Regional Management and the related Originators (other than a Bank Originator); and

(c) the Borrower has delivered to the Administrative Agent a list specifying the Receivables being released pursuant to such Securitization.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

IN WITNESS WHEREOF, the Servicer has caused this certificate to be executed on its behalf this ____ day of _____,
202__.

[]

By:

Name:

Title:

SCHEDULE A TO SECURITIZATION DATE CERTIFICATE

[FORM OF SECURITIZATION REPORT TO BE INSERTED]

[See Attached]

FORM OF NOTICE

Regional Management Receivables IV, LLC

_____, 202__

Wells Fargo Bank, N.A.,
as Administrative Agent and Wells Fargo Agent
Consumer Finance Group
550 S. Tryon Street, 5th Floor
MAC D1086-051
Charlotte, NC 28202
Attention: Brian Grushkin

Computershare Trust Company, National Association,
as Account Bank and Backup Servicer
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services – Asset-Backed Administration

[eOriginal, Inc.
351 W. Camden Street, Suite 800
Baltimore, Maryland 21201
Attention: General Counsel
Phone: xxx-xxx-xxxx
Email: xxx@eoriginal.com]²

Re: Regional Management Receivables IV, LLC – Credit Agreement

Ladies and Gentlemen:

Reference is made to [(a)] the Credit Agreement, dated as of April 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables IV, LLC, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “Administrative Agent”) and Computershare Trust Company, as account bank and backup servicer [and (b) the Electronic Collateral Control Agreement, dated as of [●] (as amended, restated, supplemented or otherwise modified from time to time, the “Electronic Collateral Control Agreement”), by and among the Administrative Agent, for itself and other secured parties, the Borrower, as a debtor, Regional Management, Regional Management North

² [eOriginal, Inc. to be included as an addressee if electronic contracts are referenced in this notice.]

Carolina Receivables Trust, acting thereunder solely with respect to the 2021-1B SUBI, as a debtor, and eOriginal, Inc.].

Pursuant to Section 2.15(a)(i) of the Credit Agreement, the Borrower gives notice of its intent to effect a Securitization on or about _____, 201__ (which date is no fewer than 30 days after the date of delivery of this notice to the Administrative Agent) and on such date, the Borrower elects to prepay the aggregate Principal Amount of the Loans [in whole]/[in an amount equal to \$[]].

Pursuant to Section 4.3 of the Electronic Collateral Control Agreement, the Borrower acknowledges that the Securitization and the transfer of eContracts (as defined in the Electronic Collateral Control Agreement) to the Securitization is permitted under the Credit Agreement, the 2021-1B SUBI Security Agreement and the Basic Documents.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Very truly yours,

REGIONAL MANAGEMENT RECEIVABLES IV, LLC

By:

Name:

Title:

SCHEDULE OF SECURITIZED RECEIVABLES

[Receivables relating to a Securitization as defined under clause (i) of the definition thereof]

[Receivables relating to a Securitization as defined under clause (ii) of the definition thereof]

FORM OF MONTHLY REPORT

[On file with Administrative Agent]

H-1

[RESERVED]

[RESERVED]

FORM OF PREPAYMENT NOTICE

Regional Management Receivables IV, LLC

_____, 202__

Wells Fargo Bank, N.A.,
as Administrative Agent and Wells Fargo Agent
Consumer Finance Group
550 S. Tryon Street, 5th Floor
MAC D1086-051
Charlotte, NC 28202
Attention: Brian Grushkin

Computershare Trust Company, National Association,
as Account Bank and Backup Servicer
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services – Asset-Backed Administration

Re: Regional Management Receivables IV, LLC – Credit Agreement

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of April 19, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables IV, LLC, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Wells Fargo Bank, National Association, as administrative agent (in such capacity, the “Administrative Agent”) and Computershare Trust Company, National Association, as account bank and backup servicer.

Pursuant to Section 2.06 of the Credit Agreement, the Borrower hereby gives notice that on _____, 201__ (which date is no fewer than two (2) Business Days after the date of delivery of this notice to the Administrative Agent and the Lenders) the Borrower elects [(i) to prepay the aggregate Principal Amount of the Loans [in whole]/[in an amount equal to \$[]]].

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Very truly yours,

REGIONAL MANAGEMENT RECEIVABLES IV, LLC

By:

Name:

Title:

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SYSTEM DESCRIPTION

[On file with the Administrative Agent]

L-1

Summary report: Litera Compare for Word 11.10.0.38 Document comparison done on 8/19/2025 3:00:14 PM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original DMS: iw://mldocs.morganlewis.net/DB1/158211512/7	
Modified DMS: iw://mldocs.morganlewis.net/DB1/161394744/3	
Changes:	
<u>Add</u>	28
~~Delete~~	20
~~Move From~~	6
<u>Move To</u>	6
<u>Table Insert</u>	0
~~Table Delete~~	0
<u>Table moves to</u>	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	60

AMENDMENT NO. 7 TO THE CREDIT AGREEMENT

This AMENDMENT NO.7 TO THE CREDIT AGREEMENT, is entered into as of August 19, 2024 (this “Amendment”), by and among REGIONAL MANAGEMENT RECEIVABLES V, LLC, a Delaware limited liability company, as borrower (the “Borrower”), REGIONAL MANAGEMENT CORP., a Delaware corporation (“Regional Management”), as servicer (the “Servicer”), the lenders from time to time parties hereto (the “Lenders”), JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as successor to WELLS FARGO BANK, NATIONAL ASSOCIATION, acting through its Corporate Trust Services division (“Computershare”), including its successors and permitted assigns, as account bank and securities intermediary (in such capacity, the “Account Bank”) and backup servicer (in such capacity, the “Backup Servicer”), amending that certain Credit Agreement, dated as of April 28, 2021, by and among the Borrower, the Servicer, the Lenders, the Administrative Agent, the Account Bank and the Backup Servicer (as the same is amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”).

RECITALS

WHEREAS, in accordance with the terms of the Credit Agreement, the Borrower has requested, and the Servicer, Required Lenders, Administrative Agent, Account Bank, and Backup Servicer have agreed to, modify certain provisions of the Credit Agreement, upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. *Defined Terms.* Capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms or incorporated by reference in the Credit Agreement.

2. *Amendment to the Credit Agreement.* Upon satisfaction of the conditions set forth in Section 5 hereof, the parties hereto hereby agree that the Credit Agreement is hereby amended effective as of the date of this Amendment (the “Amendment Effective Date”) by incorporating the changes shown on the marked copy of the Credit Agreement attached hereto as Exhibit A (it being understood that the language which appears “struck out” has been deleted and language which appears as “double-underlined” has been added). Attached hereto as Exhibit B is a clean copy of the Credit Agreement conformed through this Amendment.

3. *Conditions Precedent.* The effectiveness of this Amendment is subject to the satisfaction of the following conditions precedent:

- a) receipt by the Administrative Agent of this Amendment, duly executed and delivered by the parties thereto, in form and substance acceptable to the Administrative Agent;
- b) receipt by the Administrative Agent of such other documents, instruments, officer's certificates and financing statements as the Administrative Agent shall reasonably request in connection with the transactions contemplated by this Amendment and the other Basic Documents, each in form and substance acceptable to the Administrative Agent; and
- c) the Borrower shall pay or caused to be paid all reasonable and documented out-of-pocket costs, fees and expenses of the Administrative Agent and Lenders incurred in connection with this Amendment.

4. *Representations and Warranties of the Borrower.* The Borrower hereby represents and warrants to the Administrative Agent and each Lender that:

- a) The representations and warranties of the Borrower contained in Section 5.01 of the Credit Agreement are true and correct in all material respects (except in the case of any representation and warranty qualified by materiality, which is true and correct in all respects) as of the date hereof, except to the extent that such representations and warranties specifically refer to an earlier date, in which case they are true and correct in all material respects (except in the case of any representation and warranty qualified by materiality, which is true and correct in all respects) as of such earlier date.
- b) No Event of Default, Unmatured Event of Default, Facility Amortization Event, Servicer Termination Event or any event that with the giving of notice of the lapse of time, or both, would constitute a Servicer Termination Event has occurred and is continuing.
- c) The Borrower (i) has all necessary power, authority and legal right to (A) execute and deliver this Amendment and (B) carry out the terms of this Amendment and the Basic Documents as amended hereby and (ii) has duly authorized by all necessary limited liability action the execution, delivery and performance of this Amendment and the Basic Documents as amended hereby on the terms and conditions herein and therein provided.
- d) All approvals, authorizations, consents, orders, licenses or other actions of any Person or of any Governmental Authority required for the due execution and delivery of this Amendment by the Borrower and performance by the Borrower of the Basic Documents as amended hereby have been obtained.
- e) The execution and delivery of this Amendment, the consummation of the transactions contemplated hereby and by the Basic Documents as amended hereby and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without the giving of notice or lapse of time or both) a default under, the Formation Documents or a default in any material respect under any

Contractual Obligation of the Borrower, (ii) result in the creation or imposition of any Lien upon any of the Borrower's properties, or (iii) violate any Applicable Law.

f) This Amendment constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms, except as such enforceability may be limited by applicable Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in suit at law or in equity).

5. *Effect on the Basic Documents and Ratification.* (a) Except as expressly set forth herein, nothing contained herein shall be deemed to constitute a waiver of compliance with any term or condition contained in the Credit Agreement or any of the other Basic Documents or constitute a course of conduct or dealing among the parties. The Administrative Agent and Lenders reserve all rights, privileges and remedies under the Basic Documents. The Credit Agreement as amended by this Amendment is effective as of the Amendment Effective Date and all other Basic Documents to which the Borrower is a party are hereby ratified and re-affirmed by the Borrower in all respects and, except as set forth herein, shall remain unmodified and in full force and effect. All references in the Basic Documents to the Credit Agreement shall be deemed to be references to the Credit Agreement, as modified by this Amendment effective as of the Amendment Effective Date. This Amendment shall constitute a Basic Document.

(b) The relationship of the Administrative Agent and the Lenders, on the one hand, and the Borrower, on the other hand, has been and shall continue to be, at all times, that of creditor and debtor and not as joint venturers or partners. Nothing contained in this Amendment, any instrument, document or agreement delivered in connection herewith or in the Credit Agreement or any of the other Basic Documents shall be deemed or construed to create a fiduciary relationship between or among the parties.

6. *No Novation.* This Amendment is not intended by the parties to be, and shall not be construed to be, a novation of the Credit Agreement or any other Basic Document or an accord and satisfaction in regard thereto.

7. *Successors and Assigns.* The provisions of this Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns; *provided* that the Borrower may not assign or transfer any of its rights or obligations under this Amendment without the prior written consent of the Administrative Agent and Lenders.

8. *Headings.* The captions and headings of this Amendment are for convenience of reference only and shall not affect the interpretation of this Amendment.

9. *Incorporation of Credit Agreement.* The provisions contained in Article 13 (Confidentiality), Section 14.04 (Binding Effect), Section 14.06 (Governing Law; Consent to Jurisdiction; Waiver of Objection to Venue), Section 14.07 (Waiver of Jury Trial), Section 14.12 (Execution in Counterparts; Severability; Integration; Electronic Delivery) and Section 14.14 (Third Party Beneficiary) of the Credit Agreement are incorporated herein by this reference, *mutatis mutandis*.

10. *Direction.* Computershare, in its capacities as Account Bank and Backup Servicer hereunder, is hereby authorized and directed by the Borrower and the Administrative Agent (on behalf of the Secured Parties) to execute and deliver this Amendment (Section 14.01(d) of the Credit Agreement). The Borrower hereby certifies to Account Bank (including in its capacity as securities intermediary) and Backup Servicer that the execution and delivery of this Amendment is authorized or permitted by the Credit Agreement and all conditions precedent to such execution and delivery have been satisfied or waived.

REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURES FOLLOW.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed and delivered by its duly authorized officer as of the day and year first above written.

REGIONAL MANAGEMENT RECEIVABLES V, LLC,
as the Borrower

By: /s/ Harpreet Rana
Name: Harpreet Rana
Title: Executive Vice President and Chief Financial and Administrative
Officer

REGIONAL MANAGEMENT CORP.,
as the Servicer

By: /s/ Harpreet Rana
Name: Harpreet Rana
Title: Executive Vice President and Chief Financial and Administrative
Officer

AMENDMENT No. 7 TO CREDIT AGREEMENT

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: /s/ Abide Kakou

Name: Abide Kakou
Title: Executive Director

JPMORGAN CHASE BANK, N.A.,
as JPMorgan Committed Lender

By: /s/ Abide Kakou

Name: Abide Kakou
Title: Executive Director

JUPITER SECURITIZATION COMPANY LLC
as JPMorgan Conduit Lender

By: JPMORGAN CHASE BANK, N.A.,
its attorney-in-fact

By: /s/ Abide Kakou

Name: Abide Kakou
Title: Executive Director

AMENDMENT NO. 7 TO CREDIT AGREEMENT

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,
as Account Bank, Securities Intermediary and Backup Servicer

By: /s/ Jennifer C. Westberg

Name:	Jennifer C. Westberg
Title:	Vice President

AMENDMENT NO. 7 TO CREDIT AGREEMENT

Exhibit A

Marked Credit Agreement (conformed through Amendment No. 7).

See attached.

AMENDMENT NO. 7 TO CREDIT AGREEMENT

~~CONFORMED THROUGH~~ AMENDMENT NO. 1 DATED AS OF DECEMBER 17, 2021,
AMENDMENT NO. 2 DATED AS OF AUGUST 11, 2022,
AMENDMENT NO. 3 DATED AS OF SEPTEMBER 30, 2022,
AMENDMENT NO. 4 DATED AS OF NOVEMBER 22, 2022,
AMENDMENT No. 5 DATED AS OF MARCH 29, 2024 AND
AMENDMENT No. 6 DATED AS OF NOVEMBER 25, 2024
[AMENDMENT No. 7 DATED AS OF AUGUST 19, 2025](#)

REGIONAL MANAGEMENT RECEIVABLES V, LLC,
as Borrower,

REGIONAL MANAGEMENT CORP.,
as Servicer,

the LENDERS
from time to time parties hereto,

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,
as Account Bank and Backup Servicer,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

CREDIT AGREEMENT

Dated as of April 28, 2021

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CREDIT AGREEMENT

This Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is among Regional Management Receivables V, LLC, a Delaware limited liability company, as borrower (the “Borrower”), Regional Management Corp., a Delaware corporation (“Regional Management”), as servicer (the “Servicer”), the lenders from time to time parties hereto (the “Lenders”), JPMorgan Chase Bank, N.A. (“JPM”), as administrative agent for the Lenders (in such capacity, the “Administrative Agent”) and Computershare Trust Company, National Association, as successor to Wells Fargo Bank, National Association, acting through its Corporate Trust Services division, including its successors and permitted assigns, as account bank (in such capacity, the “Account Bank”) and backup servicer (in such capacity, the “Backup Servicer”).

WITNESSETH:

WHEREAS, the Borrower was formed for the purpose of taking assignments of, and holding, various assets, including secured and unsecured consumer loans, amounts received on or in respect of such finance contracts and proceeds of the foregoing;

WHEREAS, the Borrower desires that the Lenders make loans to the Borrower from time to time, the proceeds of which will be used to finance the purchase price of certain secured and unsecured consumer loans as described herein;

WHEREAS, the Lenders have made and desire to make such loans to the Borrower upon the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE

DEFINITIONS; CONSTRUCTION

Section 1.01. Definitions. Whenever used herein, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“Account Bank” means a Qualified Institution approved by the Administrative Agent that is holding the Accounts, which initially shall be Computershare.

“Account Bank Fee” means \$1,500 per month.

“Account Collateral” means the Accounts, together with all cash, securities, financial assets (as defined in Section 8-102(a)(9) of the UCC) and investments and other property from time to time deposited or credited to the Collection Account and the Reserve Account and all proceeds thereof.

“Account Control Agreement” means the Account Control Agreement relating to the Accounts, dated as of the Closing Date (as amended by that certain Omnibus Amendment, dated as of the Sixth Amendment Closing Date, and as further amended, restated, supplemented or otherwise modified from time to time), among the Borrower, the Administrative Agent and the Account Bank, as securities intermediary.

“Accounts” mean the Collection Account and the Reserve Account.

“Additional Amount” has the meaning given to such term in Section 2.13(a).

“Adjusted Daily Simple SOFR” means an interest rate per annum equal to (a) Daily Simple SOFR, plus (b) 0.10%; provided that if Adjusted Daily Simple SOFR as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

“Administrative Agent” has the meaning given to such term in the Preamble.

“Advance Rate” means 80.00% less the sum of (i) 5.00% if a Level I Trigger Event (other than in respect of clause (iii) thereof) that has occurred, (ii) 5.00% if a Hedge Step-down Event has occurred and (iii) if a Level I Trigger Event has occurred in respect of clause (iii) thereof, the applicable amount referred to therein. For the avoidance of doubt, reductions in the Advance Rate pursuant to clauses (i), (ii) and (iii) above are cumulative.

“Advisors” means accountants, attorneys, consultants, advisors, credit enhancers, liquidity providers and Persons similar to the foregoing and the respective directors, officers, employees and managers of each of the foregoing.

“Affected Party” means the Administrative Agent, any Lender, any Credit Provider or any of their respective Affiliates.

“Affiliate” means, with respect to a Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” or “controlled” have meanings correlative to the foregoing.

“Aggregate Commitment” means, as of any day, the sum of the Commitments of each Lender.

“Aggregate Unpaids” means, as of any date, an amount equal to the sum of (without duplication) (i) the Loans Outstanding, (ii) all accrued but unpaid Interest and (iii) all Unused Commitment Fees, Hedge Breakage Costs and other Obligations owed (whether due or accrued) by the Borrower to the Secured Parties and the Administrative Agent, and any fees, expenses and indemnities payable to the Backup Servicer, the Account Bank, the Third Party Allocation Agent, and the Servicer under this Agreement and the other Basic Documents.

“Agreement” has the meaning given to such term in the Preamble.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) Adjusted Daily Simple SOFR plus 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Daily Simple SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Daily Simple SOFR, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.18 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.18(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

“Amortization Adjustment” has the meaning given to such term in the Fee Letter.

“Amortization Period” means the period commencing on the Revolving Period Termination Date and ending on the day on which the Loans Outstanding are reduced to zero and all other Aggregate Unpaid have been paid in full.

“Annual Percentage Rate” or “APR” means, with respect to a Receivable, the rate per annum of finance charges stated in such Receivable as the “annual percentage rate” (within the meaning of the Federal Truth-in-Lending Act). If, after the Closing Date, the rate per annum with respect to a Receivable as of the related Cutoff Date is reduced (i) as a result of an Insolvency Proceeding involving the related Obligor or (ii) pursuant to the Servicemembers Civil Relief Act or similar State law, “Annual Percentage Rate” or “APR” shall refer to such reduced rate.

“Annualized Charge-off Ratio” means, with respect to any Determination Date and the related Collection Period, the product of (i) 12 and (ii) the percentage equivalent of a fraction, (a) the numerator of which is (x) the aggregate outstanding Principal Balance (determined for this purpose, with respect to any Defaulted Receivable, as if such Receivable was not a Defaulted Receivable) of all Receivables that have become Defaulted Receivables during such Collection Period, minus (y) the aggregate amount of Monthly Recoveries collected during the related Collection Period and (b) the denominator of which is the Receivables Principal Balance as of the last day of the previous Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Canadian Corruption of Foreign Public Officials Act or any other law, rule, or regulation of any jurisdiction applicable to each of the Borrower, the Servicer and their respective Affiliates from time to time concerning or relating to bribery or corruption.

“Anti-Money Laundering Laws” means applicable laws or regulations in any jurisdiction in which each of the Borrower, the Servicer and their respective Affiliates is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“Applicable Law” means, with respect to any Person, all existing and future applicable laws, rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by any Governmental Authority (including, but not limited to, the federal Dodd-Frank Act; the Truth in Lending Act and its implementing regulation, Regulation Z, as these appeared under the Federal Reserve Board and, currently, under the CFPB; the Equal Credit Opportunity Act and its implementing regulation, Regulation B, as these appeared under the Federal Reserve Board and, currently, under the CFPB; the Securities and Exchange Act of 1934; the Fair Credit Reporting Act, including Regulation V; the Fair Credit Billing Act; the Fair Debt Collection Practices Act; the Federal Trade Commission Act; the Servicemembers Civil Relief Act; Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions; state adoptions of the foregoing federal laws; state usury laws; and state-specific adoptions of the National Consumer Act and the Uniform Consumer Credit Code), and applicable judgments, decrees, injunctions, writs, orders or line actions of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction.

“Assignment and Acceptance” means an assignment and acceptance agreement between a Lender and an Eligible Assignee, in substantially the form of Exhibit C hereto.

“Assumption Date” means the date, if any, when the Backup Servicer becomes Successor Servicer hereunder.

“Authoritative Copy” means, with respect to any Electronic Contract that constitutes Electronic Chattel Paper, the authoritative copy thereof, as such term is used in Section 9-105 of the UCC.

“Authorized Officer” means, with respect to any Person other than a natural person, any officer of such Person, including any president, vice president, assistant vice president, treasurer, assistant treasurer, secretary or assistant secretary or any other officer performing functions similar to those performed by such officers.

“Available Amount” means, with respect to any day, the positive amount, if any, by which the Facility Amount exceeds the Loans Outstanding on such day.

“Available Borrowing Capacity” means, as of any day, the aggregate committed borrowing capacity which, as of such date of determination, is undrawn and is then available to be drawn by Regional Management under the Senior Revolver.

“Available Funds” means, for any Payment Date and the related Collection Period, the sum of (i) Collections on deposit in the Collection Account, to the extent received during or in respect of such Collection Period and (ii) any Reserve Account Withdrawal Amounts.

“Available Funds Shortfall” means, for any Payment Date and the related Collection Period, the positive difference, if any, of (i) the amount necessary to make all distributions required to be made pursuant to clauses (i) through (iv) of Section 2.07 over (ii) Collections on deposit in the Collection Account, to the extent received during or in respect of such Collection Period.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 2.18.

“Backup Servicer” has the meaning given to such term in the Preamble.

“Backup Servicer Termination Notice” has the meaning given to such term in Section 8.04.

“Backup Servicing Fee” means the fee payable to the Backup Servicer on each Payment Date in accordance with Section 2.11(c), which fee shall be equal to the greater of (i) \$5,000, and (ii) the product of (a) the Backup Servicing Fee Rate, (b) the Eligible Pool Balance, as of the first day of the related Collection Period and (c) 1/12, but in any event no more than \$10,000 per annum unless a Servicer Centralization Event has occurred.

“Backup Servicing Fee Rate” has the meaning given to such term in the Computershare Fee Letter.

“Bank Drawn Rate” means, for any day, a rate per annum equal to Adjusted Daily SOFR.

“Bank Originator” means any originator of Receivables pursuant to a Bank Originator Program that has been approved in writing by the Administrative Agent and the Required Lenders.

“Bank Originator Conditions” means, with respect to any Receivable originated by a Bank Originator, which Regional Management intends to acquire from such Bank Originator, the satisfaction of the following conditions on or after the Sixth Amendment Closing Date: (a) delivery to the Administrative Agent of the fully executed copies of the applicable Bank Originator Program Documents, each in form and substance reasonably satisfactory to the Administrative Agent, along with copies and originals of such other documents, instruments, agreements and legal opinions reasonably requested by the Administrative Agent in connection therewith, (b) delivery to the Administrative Agent of such Bank Originator’s Credit Policy, and (c) the Administrative Agent shall have received and shall be satisfied, in its reasonable discretion, with the results of its diligence in respect of the applicable Bank Originator.

“Bank Originator Program” means a lending program established in accordance with and subject to a Bank Originator Program Agreement for which (i) Regional Management provides marketing and administrative services on behalf of such Bank Originator, (ii) Regional Management performs servicing or subservicing of the Receivables originated by such Bank Originator, and (iii) such Bank Originator underwrites, approves and originates such Receivables pursuant to the Bank Originator Program Agreement.

“Bank Originator Program Agreement” means that certain Program Management Agreement by and between each Bank Originator and Regional Management, in form and substance reasonably satisfactory to the Administrative Agent, as the same may from time to time

be amended, restated, supplemented and/or otherwise modified in accordance with the terms thereof and hereof, pursuant to which Regional Management agrees to provide certain marketing, administration and loan servicing services in connection with Receivables originated by each Bank Originator.

“Bank Originator Program Documents” means the Bank Originator Program Agreement, the Bank Originator Transfer Agreement, and all material agreements required to effectuate the Bank Originator Program that relate to the Receivables or participation interest therein originated by the applicable Bank Originator and transferred to the Borrower, each in form and substance reasonably satisfactory to the Administrative Agent.

“Bank Originator Transfer Agreement” means any receivable purchase agreement, contribution agreement, assignment agreement, transfer or similar agreement between a Bank Originator, as the seller / transferor, and Regional Management, as the purchaser / transferee, pursuant to which a Bank Originator from time to time sells, transfers or otherwise conveys, and Regional Management from time to time purchases or otherwise receives, certain Receivables or participation interests therein originated by such Bank Originator to be transferred to the Borrower, in each case, in form and substance reasonably satisfactory to the Administrative Agent, as the same has been and may further be amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof and hereof.

“Bankruptcy Code” means the United States Bankruptcy Code (Title 11 of the United States Code).

“Basel II” means the second Basel Accord issued by the Basel Committee on Banking Supervision.

“Basel III” means the third Basel Accord issued by the Basel Committee on Banking Supervision.

“Basic Documents” means this Agreement, the First Tier Purchase Agreement, any Bank Originator Transfer Agreement, the Trust Agreement, the 2021-1C SUBI Supplement, the 2021-1C SUBI Certificate, the Transfer and Contribution Agreement, the 2021-1C SUBI Security Agreement, the UTI Administration Agreement, the 2021-1C SUBI Servicing Agreement, the Second Tier Purchase Agreement, each Subservicing Agreement, the Electronic Vault Services Agreement, the Electronic Collateral Control Agreement, the Fee Letter, all Hedging Agreements, the Account Control Agreement, the Intercreditor Agreement, the Master Deposit Account Control Agreement, the Security Agreement, the Computershare Fee Letter and any other document, certificate, opinion, agreement or writing delivered pursuant to, or the execution of which is necessary or incidental to carrying out the transactions contemplated by, this Agreement or any of the other foregoing documents.

“Benchmark” means, initially, with respect to any Loan, Adjusted Daily Simple SOFR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Daily Simple SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.18.

“Benchmark Replacement” means, for any Loan, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment;

If the Benchmark Replacement as determined pursuant to the above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Basic Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

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

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

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b)

the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

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

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

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

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

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

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.18 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.18.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“BMO” means Bank of Montreal.

“Borrower” has the meaning given to such term in the Preamble.

“Borrower Basic Documents” means all Basic Documents to which the Borrower is a party or by which it is bound.

“Borrower Operating Account” means the account of the Borrower which is identified on Schedule I hereto.

“Borrowing Base” means, as of any date of determination, an amount equal to the product of (i) the Eligible Pool Balance and (ii) the Advance Rate.

“Borrowing Base Deficiency” means, as of any date of determination, the positive amount, if any, by which (i) the aggregate Loans Outstanding exceeds (ii) the Borrowing Base.

“Branch Assisted Electronic Receivable” means a Receivable entered into by an applicant who is a Regional branch-originated borrower, with respect to which the loan documentation is signed using DocuSign, Inc. technology.

“Branch Receivable” means a Receivable that is branch originated.

“Breakage Costs” means such amount or amounts as shall compensate any Lender for any administrative loss, cost or expense (but excluding lost profits) incurred by such Lender (as reasonably determined by such Lender) as a result of (a) any prepayment of a Loan (and interest thereon) other than on a Payment Date or (b) any failure by the Borrower to draw on a Funding Date in an amount set forth in the related Funding Request (including, without limitation, as a result of a failure to satisfy any condition to such funding as set for in Sections 2.01 and 4.02).

“Business Day” means, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City or Chicago; provided that, in relation to any Loan bearing interest by reference to Daily Simple SOFR (a “SOFR Loan”), and interest rate settings for any such SOFR Loan, any such day that is only an U.S. Government Securities Business Day.

“Cash Equivalents” means (i) securities with maturities of 90 days or less from the date of acquisition, issued or fully guaranteed by the United States government or any agency thereof, (ii) certificates of deposit and Eurodollar time deposits with maturities of 90 days or less from the date of acquisition and overnight bank deposits of any commercial bank having capital and surplus in excess of \$500,000,000, (iii) repurchase obligations of any commercial bank satisfying the requirements of clause (ii) above, having a term of not more than seven days with respect to securities issued or fully guaranteed or insured by the United States government, (iv) commercial paper of a domestic issuer rated at least A-1 or the equivalent thereof by Standard & Poor’s or Prime-1 or the equivalent thereof by Moody’s or R-1 (mid) or the equivalent thereof by DBRS Morningstar and in either case maturing within 90 days after the day of acquisition, (v) securities with maturities of 90 days or less from the date of acquisition issued or fully guaranteed by any State or commonwealth or territory of the United States, by any political subdivision or taxing authority of any such State, commonwealth or territory or by any foreign government, the securities of which State, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by Standard & Poor’s or DBRS Morningstar or A2 by Moody’s, (vi) securities with maturities of 90 days or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (ii) above, (vii) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (vi) above or (viii) investments in money market or common trust funds having a rating from each of Moody’s and Standard & Poor’s in the highest investment category for short-term unsecured debt obligations or certificates of deposit granted thereby.

“Certificate of Formation” means the certificate of formation of the Borrower filed in Delaware, dated as of March 20, 2020 and certified by the Secretary of State on March 20, 2020.

“CFPB” means the Consumer Financial Protection Bureau.

“Change in Control” means the occurrence of any of the following: (i) any Person or group of Persons (within the meaning of Section 13 or 14 of the Exchange Act), shall have acquired beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of 30% or more of the total outstanding voting equity interests of Regional Management on a fully-diluted basis (and taking into account all such equity interests that such Person or group of Persons has the right to acquire pursuant to any option right) or (ii) the failure of Regional Management to own, directly or indirectly and free and clear of Liens, all of the outstanding voting equity (including membership) interests of the Borrower.

“Closing Date” means April 28, 2021.

“Code” means the Internal Revenue Code of 1986.

“Collateral” has the meaning given to such term in Section 3.01(a).

“Collection Account” means a segregated trust account maintained at the Account Bank, for the benefit of the Secured Parties, into which all Collections shall be deposited.

“Collection Period” means, with respect to any Payment Date, the immediately preceding calendar month (or, in the case of the first Payment Date, the period from and including the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Collection Policy” means with respect to (i) the initial Servicer and any Subservicer, the customary servicing practices of Regional Management attached hereto as Exhibit E and (ii) any Successor Servicer, the customary servicing practices of such Successor Servicer, in each case as such customary servicing practices may be changed from time to time pursuant to this Agreement.

“Collections” means, with respect to any Collection Period and the related Payment Date, (i) all cash collections and other cash proceeds of any Receivable or any other Collateral received by the Servicer (including from an Originator, the Borrower or a Subservicer) from or on behalf of any Obligor in payment of any amounts owed in respect of such Receivable, including Release Amounts deposited in the Collection Account pursuant to Sections 5.05 and 7.03(c), investment earnings in the Collection Account and the Reserve Account and Liquidation Proceeds, (ii) any other funds received by the Servicer (including from an Originator, the Borrower or a Subservicer) with respect to any Receivable (exclusive of ancillary fees (other than extension fees and late fees) which may be retained by the Servicer or the related Subservicer) or any other Collateral, (iii) all payments received by the Borrower pursuant to any Hedging Agreement or Hedge Transaction and (iv) all amounts received as proceeds of the Collateral sold pursuant to Section 10.02(c); in each case received during or in respect of such Payment Date and Collection Period, provided that for the avoidance of doubt, “Collections” shall not include any amounts retained by the Servicer as a Servicing Fee Advance.

“Commercial Paper Notes” means any short-term promissory notes issued by or on behalf of a Conduit Lender with respect to financing any Loan hereunder.

“Commitment” means, with respect to any Lender Group as of any day, the commitment of such Lender Group to fund Loans in an aggregate amount not to exceed the amount set forth with respect to such Lender Group in the related Lender Supplement, as such amount may be modified in accordance with the terms hereof.

“Committed Lender” or “Committed Lenders” means any Lender that is designated as a Committed Lender in a Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of such Lender Group’s Commitment assumed by such assignee pursuant to its respective Assignment and Acceptance.

“Commodity Exchange Act” means the Commodity Exchange Act of 1936.

“Computershare” means Computershare Trust Company, National Association, a national banking association, acting through its Corporate Trust Services division.

“Computershare Fee Letter” means, with respect to the Account Bank and the Backup Servicer, the Schedule of Fees, dated as of March 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time), between Computershare, as successor to Wells Fargo Bank, the Borrower and/or Regional Management.

“Concentration Limits” means, as of any day, based on the aggregate Eligible Receivables Principal Balance of the related type of Receivables:

- (i) based on the billing addresses of the related Obligor, the State with the highest aggregate Eligible Receivables Principal Balance does not account for Receivables constituting more than 40.00% of the aggregate Eligible Receivables Principal Balance;
- (ii) based on the billing addresses of the related Obligor, the three States with the highest aggregate Eligible Receivables Principal Balance do not account for Receivables constituting more than 80.00% of the aggregate Eligible Receivables Principal Balance
- (iii) no more than 65.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$6,000;
- (iv) no more than 30.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$8,000;
- (v) no more than 3.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 541;
- (vi) no more than 10.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 581;
- (vii) no more than 35.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 621;
- (viii) no more than 70.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 661;
- (ix) the weighted average remaining term of all Eligible Receivables shall not be greater than fifty (50) months;
- (x) the weighted average FICO® Score or VantageScore of the related Obligor of all Eligible Receivables shall not be less than 630;
- (xi) the weighted average APR (by Principal Balance) of all Eligible Receivables shall not be less than 29.00%;

(xii) no more than 45.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that have an original term to maturity greater than forty-eight (48) months;

(xiii) no more than 20.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which the related Contract is a Convenience Check;

(xiv) no more than 15.00% of the aggregate Eligible Receivables Principal Balance relates to Unsecured Receivables;

(xv) no more than 5.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Online Originated Receivables;

(xvi) no more than 1.50% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which the related Contract is a Modified Contract;

(xvii) no more than 4.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that were subject to a Delinquent Renewal in the last one-hundred eighty (180) days from origination;

(xviii) no more than 2.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that have an APR of less than 15.00%;

(xix) no more than 15.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Small Loan Receivables; and

(xx) no more than 3.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Delinquent Receivable (30+ Days).

“Conduit Lender” or “Conduit Lenders” means any Lender that is designated as a “Conduit Lender” in the Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of its Lender Group’s Commitment assumed by such assignee pursuant to its respective Assignment and Acceptance.

“Confidential Information” means any information with respect to Regional Management, the Servicer, the Borrower, the Originators and their respective businesses and financial information, the Obligors, the Receivables and other Collateral and includes (i) information transmitted in written, oral, magnetic or any other medium, (ii) all copies and reproductions, in whole or in part, of such information and (iii) all summaries, analyses, compilations, studies, notes or other records to the extent such contain, reflect or are generated from such information; provided, that Confidential Information does not include, with respect to a Person, information that (a) was already known to such Person and such knowledge was not obtained from the disclosing party under confidentiality obligations still binding on such Person, (b) is or has become part of the public domain through no act or omission of such Person in breach of Article Fourteen hereof, (c) is or was lawfully disclosed to such Person without restriction on disclosure by a third party, (d) is or was developed independently by such Person or (e) is or was lawfully and

independently provided to such Person, from a third party who is not known by such Person to be in breach of an obligation of confidentiality to the disclosing party by disclosing such information.

“Continued Errors” has the meaning given to such term in Section 7.09(e).

“Contract” means, with respect to any Receivable, any non-revolving personal loan contract executed by an Obligor (except in the case of a Convenience Check) under which an extension of credit by an Originator was made in the ordinary course of business to such Obligor (and, in the case of a non-revolving personal loan made by a Bank Originator, was made under the Bank Originator Program in accordance with the Bank Originator Program Documents), which contract contains the terms and conditions applicable to such Receivable and any applicable truth in lending disclosure statements related thereto, and which (i) (a) except with respect to Receivables originated by a Bank Originator, Regional Management had previously acquired from such Originator pursuant to the First Tier Purchase Agreement (or in the case of Receivables originated by Regional Finance Corporation North Carolina, has been contributed to the Trust), (b) with respect to Receivables originated by a Bank Originator, Regional Management had previously acquired from such Bank Originator pursuant to the Bank Originator Transfer Agreement (or in the case of a participation interests in North Carolina Receivables originated by a Bank Originator, have been contributed to the Trust), or (c) Regional Management has acquired directly or indirectly from a direct or indirect Subsidiary of Regional Management in connection with a Securitization (or in the case of Receivables originated by Regional Finance Corporation of North Carolina and in the case of participation interests in North Carolina Receivables originated by a Bank Originator, has been reallocated directly or indirectly from the related SUBI to the UTI); and (ii) the Borrower has acquired from Regional Management pursuant to the Second Tier Purchase Agreement and has included as part of the Collateral hereunder (or in the case of the Receivables originated by Regional Finance Corporation of North Carolina and in the case of participation interests in North Carolina Receivables originated by a Bank Originator, has been allocated to the 2021-1C SUBI); provided that, for the avoidance of doubt, with respect to Receivables originated by a Bank Originator, the applicable Bank Originator retains legal title of the related Contract unless otherwise provided by the Bank Program Documents.

“Contractual Obligation” means, with respect to any Person, any provision of any securities issued by such Person or any indenture, mortgage, deed of trust, contract, undertaking, agreement, instrument or other document to which such Person is a party or by which it or any of its property is bound or is subject.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“CP Rate” means, with respect to a Conduit Lender, the rate identified as its “CP Rate” in the related Lender Supplement.

“Convenience Checks” shall mean personal loans originated through Regional Management’s convenience check direct mail campaigns.

“Credit Facility” means any of the committed loan facilities, lines of credit, letters of credit and other forms of credit enhancement available to the Conduit Lenders that are not Liquidity Facilities.

“Credit Policy” means the policies and procedures of Regional Management and each Bank Originator relating to the operation of the consumer lending business of Regional Management and such Bank Originator, as applicable, including the policies and procedures for determining the creditworthiness of Contract customers and the extension of credit to such customers, in each case as revised from time to time in accordance with this Agreement and initially as attached hereto as Exhibit D.

“Credit Provider” means any provider of a Credit Facility or Liquidity Facility.

“Cutoff Date” means, with respect to Receivables transferred to the Borrower on each Funding Date, the close of business on such date as shall be identified as the Cutoff Date in the related Funding Request.

“Daily Simple SOFR” means, for any day (a “SOFR Rate Day”), a rate per annum equal to SOFR for the day (such day “SOFR Determination Date”) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is an U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not an U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“DBRS Morningstar” means DBRS, Inc.

“Debt to Tangible Net Worth” means, as of any day, the ratio of Funded Debt to Tangible Net Worth.

“Default Rate” has the meaning set forth in the Fee Letter.

“Defaulted Receivable” means, any Receivable (i) with respect to which a Scheduled Payment thereon remains unpaid for 180 days or more after the related due date for such payment (or such longer period as permitted in accordance with the Collection Policy) or (ii) which has been charged-off in full or in part or is deemed uncollectible by the Servicer (as reflected in the records of the Servicer), in each case, in accordance with the Collection Policy. For purposes of computing the Eligible Receivables Principal Balance, the Principal Balance of any Receivable that becomes a “Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Defaulted Receivable”.

“Defaulted Receivable Release Price” means, with respect to any Defaulted Receivable to be sold to a third party pursuant to Section 5.05(e), an amount equal to the Liquidation Proceeds expected to be received by the Servicer in connection the sale of such Defaulted Receivable to a third party.

“Delinquency Ratio (60+ Days)” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is equal to the aggregate Principal Balance of all Delinquent Receivables (60+ Days) as of the last day of such Collection Period and (ii) the denominator of which is equal to the aggregate Principal Balance of all Receivables as of the last day of such Collection Period.

“Delinquent Receivable (30+ Days)” means a Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for between 30 days and 59 days from the related due date.

“Delinquent Receivable (60+ Days)” means a Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for 60 days or more from the related due date.

“Delinquent Renewal” shall mean, with respect to any Receivable, a transaction in which a new non-revolving personal loan originated pursuant to a Contract is entered into between an Originator and a Obligor, which new non-revolving personal loan (x) is originated in accordance with Regional Management’s delinquent renewal underwriting criteria as set forth in its Credit Policy, (y) refinances such Receivable in full or in part, and (z) may also extend additional financing to such Obligor.

“Delinquent Renewal Receivable” shall mean the new non-revolving personal loan entered into between the applicable Originator and the Obligor pursuant to any Delinquent Renewal.

“Derivatives” means any (i) exchange-traded or over-the-counter forward, future, option, swap, cap, collar, floor or foreign exchange contract or any combination of the foregoing, whether for physical delivery or cash settlement, relating to any interest rate, interest rate index, currency, currency exchange rate, currency exchange rate index, debt instrument, debt price, debt index, depository instrument, depository price, depository index, equity instrument, equity price, equity index, commodity, commodity price or commodity index, (ii) similar transaction, contract, instrument, undertaking or security or (iii) transaction, contract, instrument, undertaking or security containing any of the foregoing.

“Determination Date” means, with respect to any Payment Date and the related Collection Period, the last day of such Collection Period.

“Direct Competitor” means any Person (other than any Lender or its respective Affiliates) that (i) is primarily engaged in the same or substantially similar line of business as Regional Management and the Originators (other than a Bank Originator), (ii) is in direct competition with Regional Management and the Originators (other than a Bank Originator), and (iii) is identified on a written list delivered by Regional Management to the Administrative Agent and the Lenders on the Closing Date, as such list may be amended by Regional Management from time to time with the prior written consent of the Lenders (such consent not to be unreasonably withheld).

“Dodd-Frank Act” means The Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173).

“Dollars” or “\$” means the lawful currency of the United States.

“Dominion Period” has the meaning given to such term in the Intercreditor Agreement.

“Early Adoption Increased Costs” means charges or compensation sought from the Borrower by an Affected Party under Section 2.12(a) in anticipation of a Regulatory Change (including the imposition of internal charges on such Affected Party’s interests or obligations under this Agreement) in connection with such measures, in advance of the effective date of such Regulatory Change.

“Electronic Chattel Paper” shall have the meaning specified in Article 9 of the UCC.

“Electronic Collateral” has the meaning specified in the Electronic Collateral Control Agreement.

“Electronic Collateral Control Agreement” means that certain Electronic Collateral Control Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), by and among the Administrative Agent, as administrative agent, for itself and other secured parties, the Borrower, as a debtor, Regional Management, the Trust, acting thereunder solely with respect to the 2021-1C SUBI, as a debtor, and the Electronic Vault Provider.

“Electronic Contract” shall mean a Contract that was electronically executed and authenticated; provided, that an Electronic Contract that has been Exported shall not constitute an Electronic Contract. For the avoidance of doubt, each Online Originated Receivable shall be an Electronic Contract.

“Electronic Vault” shall mean the electronic vault wherein custody of Electronic Contracts shall be maintained in electronic form by the Servicer (in its capacity as custodian under this Agreement) (or any successor servicer), in each case, through a third-party Electronic Vault Provider that enables electronic contracting pursuant to the Electronic Vault Services Agreement.

“Electronic Vault Provider” shall mean eOriginal, Inc., a Delaware corporation, and any successor or replacement third-party provider of the technology platform on which the Electronic Vault operates acting in such capacity with the consent of the Administrative Agent (with the written consent of the Required Lenders).

“Electronic Vault Services Agreement” shall mean that certain Order Form with an effective date of March 15, 2021 by and between Regional Management and the Electronic Vault Provider.

“Electronic Vault System” shall mean the electronic vault system provided by the Electronic Vault Provider pursuant to the Electronic Vault Services Agreement or such other electronic system provider as may be mutually agreed upon by the Borrower, Regional Management and the Administrative Agent (with the written consent of the Required Lenders) that enables electronic contracting.

“Eligible Assignee” means a Person (i) whose short-term rating is at least “A-1” from Standard & Poor’s and “Prime-1” from Moody’s, or whose obligations under this Agreement are guaranteed by a Person whose short-term rating is at least “A- 1” from Standard & Poor’s and “Prime-1” from Moody’s, (ii) who is either a commercial paper conduit that is administered by, or

an Affiliate of, a Lender, an Agent or the Administrative Agent or a commercial paper conduit to whom a Lender, an Agent or the Administrative Agent provides liquidity support, credit enhancement or other similar support or (iii) who prior to the occurrence of an Event of Default or a Facility Amortization Event, has been consented to by the Borrower, which consent shall not be unreasonably withheld, delayed or conditioned; provided that no Direct Competitor shall be an Eligible Assignee so long as no Event of Default or Facility Amortization Event has occurred and is continuing.

“Eligible Pool Balance” means, as of any date of determination, (i) the sum of (a) the aggregate Eligible Receivables Principal Balance as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date) and (b) without duplication, the aggregate Eligible Receivables Principal Balance of the Eligible Receivables added to the Collateral during the period commencing on the Determination Date referred to in clause (a) above and ending on such date of determination, as of the related Cutoff Dates, minus (ii) any Excess Concentration Amounts as of such date of determination minus (iii) the aggregate Principal Balance of all Eligible Receivables that are Delinquent Receivables (60+Days) as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date).

“Eligible Receivable” has the meaning assigned thereto in Schedule B hereto.

“Eligible Receivables Principal Balance” means, on any date of determination, the sum of the Principal Balances of all of the Receivables (or if indicated by the context, a specified portion of the Receivables, including a participation interest) that are Eligible Receivables as of the immediately preceding Determination Date (or as of such date of determination if such date is a Determination Date) or, in the case of Receivables (or if indicated by the context, a specified portion of the Receivables, including a participation interest) transferred to the Borrower after such Determination Date, as of the related Cutoff Date.

“ERISA” means the Employee Retirement Income Security Act of 1974, and the regulations promulgated and rulings issued thereunder.

“ERISA Affiliate” means any (i) corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Borrower, (ii) trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with the Borrower or (iii) member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as the Borrower, any corporation described in clause (i) above or any trade or business described in clause (ii) above.

“Errors” has the meaning given to such term in Section 7.09(e).

“Event of Default” has the meaning given to such term in Section 10.01(a).

“Excess Concentration Amounts” means, without duplication, the aggregate Eligible Receivables Principal Balance of Receivables that cause the applicable Concentration Limits to not be met.

“Excess Spread Percentage” means, with respect to any Collection Period, the excess of (1) the weighted average APR of the Eligible Pool Balance as of the last day of such Collection Period, over (2) the annualized fraction (expressed as a percentage) the numerator of which is the excess (if any) of (i) the sum of the following amounts for the related Payment Date: (A) the Servicing Fee (including, for the avoidance of doubt, any Servicing Fee paid or withheld pursuant to Section 2.11(e)), (B) the Backup Servicing Fee, (C) the aggregate amount of Interest payable by the Borrower on all Loans Outstanding during the related Collection Period and any Interest with respect to any prior Payment Date to the extent not paid on a prior Payment Date, (D) the aggregate outstanding Principal Balance (determined for this purpose, with respect to any Defaulted Receivable, as if such Receivable was not a Defaulted Receivable) of all Receivables that have become Defaulted Receivables during such Collection Period and (E) the aggregate amount payable by the Borrower pursuant to a Hedging Agreement or Hedge Transaction on the related Payment Date (excluding termination payments and any upfront cap premiums), over (ii) the aggregate amount received by the Borrower pursuant to a Hedging Agreement or Hedge Transaction during such Collection Period (excluding termination payments), and the denominator of which is the Receivables Principal Balance as of the first day of such Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Exchange Act” means the Securities Exchange Act of 1934.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Secured Party or required to be withheld or deducted from a payment to a Secured Party: (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes imposed in lieu of net income Taxes or branch profits Taxes imposed, by the United States (or any political subdivision thereof), or any other jurisdiction (or any political subdivision thereof), (a) as a result of the Secured Party being organized in, or having its principal office or applicable lending office located in the jurisdiction imposing such Tax (or any political subdivision thereof) or (b) as a result of such Taxes being Other Connection Taxes, (ii) any United States withholding Tax imposed by reason of a Secured Party’s failure to provide to the Borrower the documents set forth in Section 2.13(e) or to maintain or update such documents in accordance with the terms thereof, (iii) any United States federal withholding Taxes imposed on amounts payable to or for the account of a Secured Party under a Basic Document at the time such Secured Party becomes a party to such Basic Document (or designates a new lending office), except in each case to the extent that, pursuant to Section 2.13, amounts with respect to such Taxes were payable either to such Secured Party’s assignor immediately before such Secured Party became a party hereto or to such Secured Party immediately before it changed its lending office and (iv) any Taxes imposed pursuant to or as a result of FATCA.

“Exported” means, with respect to a Contract, the Servicer (acting at the written direction of the Administrative Agent) or the Administrative Agent has decommissioned the related Electronic Contract and the Authoritative Copy (in the case of an Electronic Contract that constitutes Electronic Chattel Paper) or the electronically authenticated original record (in the case of an Electronic Contract that does not constitute Electronic Chattel Paper), as applicable, of such Contract is printed out pursuant to a “Paper Out”™ within the meaning specified in the System Description. “Export” and “Exporting” shall have corollary meanings.

“Extension Ratio” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is the aggregate Principal Balance as of the last day of the Collection Period of all Receivables that became Extended Receivables during such Collection Period and (ii) the denominator of which is the aggregate Principal Balance of all Receivables as of the last day of the previous Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Extended Receivable” means, with respect to any Collection Period, any Receivable for which the related Obligor’s scheduled payment due date has been extended pursuant to the Collection Policy during such Collection Period.

“Facility Amortization Event” means the occurrence of any of the following events:

- (i) a Level II Trigger Event;
- (ii) failure to pay all Aggregate Unpaid by the Revolving Period Termination Date;
- (iii) failure to comply with the Financial Covenant;
- (iv) failure to complete a post-close audit reasonably satisfactory to the Administrative Agent within 180 days of the Closing Date;
- (v) a Servicer Termination Event;
- (vi) an Event of Default;
- (vii) Regional Management, as Servicer, is no longer obligated to service new Receivables originated by Regional Management or purchased by Regional Management from the Originators;
- (viii) any change in the Collection Policy, other than in accordance with Section 6.02(o) or Section 6.04(j);
- (ix) any change in the Credit Policy, other than in accordance with Section 6.01(h), Section 6.02(u) or Section 6.04(j); or
- (x) a failure on the part of Regional Management to publicly file financial statements in accordance with Section 13 or 15(d) of the Exchange Act within 120 days of the end of each fiscal year or within 45 days of each fiscal quarter or deliver to the Administrative Agent and the Lenders its financial statements to the extent required under Section 7.06(b).

“Facility Amount” means, on any date of determination, (i) prior to the Revolving Period Termination Date, the Aggregate Commitment on such day and (ii) on and after the Revolving Period Termination Date, the Loans Outstanding.

“Facility Termination Date” means the date following the Revolving Period Termination Date on which the Aggregate Unpaid have been indefeasibly paid in full.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b) of the Code and any laws, rules or regulations applicable to any intergovernmental agreement enacted pursuant to the foregoing.

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if none of such rates are published for any day that is a Business Day, the term “Federal Funds Effective Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided further that if the Federal Funds Effective Rate as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

“Fee Letter” means the amended and restated fee letter, dated as of the Sixth Amendment Closing Date (as amended, restated, supplemented or otherwise modified from time to time), among the Borrower, the Servicer and the Administrative Agent.

“FICO® Score” means a credit score created by Fair Isaac & Corporation, or any successor thereto, provided that, in the case of a Receivable with two Obligor, such score is based on the higher of the two FICO® Scores at origination.

“Financial Covenant” means, so long as Regional Management is the Servicer, as of the last day of any Collection Period, (i) its Tangible Net Worth is not less than \$125,000,000, (ii) its Debt to Tangible Net Worth is not greater than ~~5.25~~6.00 to 1.0, (iii) its Liquidity Amount is not less than \$10,000,000, and (v) Regional Management on a consolidated basis has unrestricted cash and unrestricted Cash Equivalents of not less than \$2,000,000.

“FinCEN” means the US Department of the Treasury’s Financial Crimes Enforcement Network.

“First Tier North Carolina Purchase Agreement” means that certain First Tier Purchase Agreement, dated as of the Closing Date, between Regional Finance Corporation of North Carolina, as the seller, and Regional Management, as the purchaser, as amended, restated, supplemented or otherwise modified from time to time.

“First Tier Purchase Agreement” means (i) each First Tier Purchase Agreement, dated as of the Closing Date or the Fourth Amendment Closing Date, as applicable, between each applicable Originator (other than a Bank Originator and Regional Finance Corporation of North Carolina) and Regional Management, each of which related to sales of Receivables occurring prior to the Sixth Amendment Closing Date, (ii) the First Tier North Carolina Purchase Agreement and

(iii) that certain Master First Tier Purchase Agreement, dated as of the Sixth Amendment Closing Date, between each applicable Originator (other than a Bank Originator) and Regional Management, which governs sales of Receivables occurring on or following the Sixth Amendment Closing Date, in each case, as amended, restated, supplemented or otherwise modified from time to time.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the CP Rate or the Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt, the initial Floor for each of the CP Rate or the Adjusted Daily Simple SOFR shall be 0%.

“Force Majeure Event” shall mean an event that occurs as a result of an act of God, an act of the public enemy, acts of declared or undeclared war (including acts of terrorism), public disorder, rebellion, sabotage, disease, quarantine, epidemics, pandemics, landslides, lightning, fire, hurricanes, earthquakes, floods, other natural disasters, or a Major Disaster Declaration has been designated by FEMA.

“Formation Documents” means the limited liability company agreement of the Borrower and the Certificate of Formation.

“Funded Debt” means, with respect to Regional Management on a consolidated basis in accordance with GAAP, on any day, without duplication, the following Indebtedness of such Regional Management: (i) all indebtedness or guarantees of Regional Management for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument or which accrue interest or are a type upon which interest charges are customarily paid; (ii) all liabilities secured by any Lien on any property owned by Regional Management even though Regional Management has not assumed or otherwise become liable for the payment thereof (provided that the amount of such liabilities included as Funded Debt shall be the lesser of the amount of such liabilities and the fair market value of the property of Regional Management securing such liabilities); (iii) the net amount of all indebtedness, obligations or liabilities of Regional Management in respect of Derivatives; (iv) all obligations, contingent or otherwise, of Regional Management as an account party in respect of undrawn letters of credit and undrawn letters of guaranty; (v) all obligations, contingent or otherwise, of Regional Management in respect of bankers’ acceptances; and (vi) guaranties of any of the foregoing.

“Funding Date” means each Business Day on which a Loan is made and Receivables are added to the Collateral in connection with such Loan.

“Funding Request” means a written notice from the Borrower requesting a Loan and including the items required by Section 2.01(b), substantially in the form of Exhibit A hereto.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States.

“Governmental Authority” means, with respect to any Person, any nation or government, any State or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any bank examiner, any central bank or comparable agency and any court or arbitrator having jurisdiction over such Person.

“Gramm-Leach-Bliley Act” means the Financial Services Modernization Act of 1999 (Pub.L. 106-102, 113 Stat. 1338).

“Gross Excess Spread Percentage” means, with respect to any Collection Period, the excess of (1) the weighted average APR of the Eligible Pool Balance as of the last day of such Collection Period over (2) the annualized fraction (expressed as a percentage) the numerator of which is the excess (if any) of (i) the sum of the following amounts for the related Payment Date: (A) the Servicing Fee, (B) the Backup Servicing Fee, (C) the aggregate amount of Interest payable by the Borrower on all Loans Outstanding during the related Collection Period and any Interest with respect to any prior Payment Date to the extent not paid on a prior Payment Date and (D) the aggregate amount payable by the Borrower pursuant to a Hedging Agreement or Hedge Transaction on the related Payment Date (excluding termination payments and any upfront cap premiums) over (ii) the aggregate amount received by the Borrower pursuant to a Hedging Agreement or Hedge Transaction during such Collection Period (excluding termination payments), and the denominator of which is the Receivables Principal Balance as of the first day of such Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Hard Secured Receivable” means a Receivable that is, as of the date of the origination thereof, secured by a lien on one or more Titled Assets.

“Hedge Breakage Costs” means the sum of the Senior Hedge Breakage Costs and the Subordinated Hedge Breakage Costs.

“Hedge Collateral” means all of the rights of the Borrower, whether now existing and hereafter acquired, in and to all Hedging Agreements, Hedge Transactions and all present and future amounts payable by all Hedge Counterparties to the Borrower under or in connection with such Hedging Agreements and Hedge Transactions with such Hedge Counterparties.

“Hedge Counterparty” means any entity that on the date of entering into any Hedge Transaction (1) the Administrative Agent or an affiliate of the Administrative Agent or (2) (i) is an interest rate hedge provider that has been approved in writing by the Administrative Agent, in its sole discretion, (ii) whose debt ratings satisfy each of the Long-Term Rating Requirement and the Short-Term Rating Requirement, (iii) who agrees that in the event that Moody’s, DBRS Morningstar or Standard & Poor’s reduces its long-term unsecured debt rating below the Long-Term Rating Requirement or its short-term unsecured debt rating below the Short-Term Rating Requirement, it shall (a) transfer its rights and obligations under each Hedge Transaction to another entity that meets the requirements of this definition and has entered into a Hedging Agreement with the Borrower within thirty (30) days of the date of such transfer, (b) obtain a guarantee of all its obligations under each Hedge Transaction to which it is party, for the benefit of the Borrower,

from a Person that satisfies the Long-Term Rating Requirement or the Short-Term Rating Requirement or (c) post collateral in an amount and form and upon such terms as are satisfactory to the Administrative Agent and (iv) solely with respect to any interest rate swap, has agreed to a form published by the International Swaps and Derivatives Association, Inc., together with a “Schedule” and each “Confirmation”, which includes provisions approved in writing by the Administrative Agent, in its sole discretion. Each Hedge Counterparty must consent to the assignment of the Borrower’s rights under the Hedging Agreement to the Administrative Agent pursuant to Section 6.03(b).

“Hedge Transaction” means each interest rate hedge transaction between the Borrower and a Hedge Counterparty entered into pursuant to Section 6.03(a) and governed by a Hedging Agreement.

“Hedge Step-down Event” means the Borrower has either (i) given the Administrative Agent notice of its election not to enter into a Hedge Transaction pursuant to Section 6.03(a) or (ii) failed to comply with the requirements of Section 6.03(a) and such failure has not been remedied within two (2) Business Days.

“Hedging Agreement” means each agreement between the Borrower and a Hedge Counterparty which governs one or more Hedge Transactions entered into pursuant to Section 6.03(a), which shall consist of a “Master Agreement” in a form published by the International Swaps and Derivatives Association, Inc., together with a “Schedule” thereto, any applicable Credit Support Annex and each “Confirmation” thereunder confirming the specific terms of each such Hedge Transaction, in form and substance satisfactory to the Required Lenders. For the avoidance of doubt, a long form confirmation that incorporates a Master Agreement and any applicable Credit Support Annex by reference and includes terms that, if accompanying a Master Agreement or Credit Support Annex, would be included in the Schedule to the Master Agreement or paragraph 13 of the Credit Support Annex shall be considered a Hedging Agreement.

“Indebtedness” means, with respect to any Person and any day, without duplication, (i) all indebtedness or guarantees of such Person for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument, (ii) all obligations of such Person in respect of acceptances issued or created for the account of such Person, (iii) all liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof, (iv) all indebtedness, obligations or liabilities of that Person in respect of Derivatives, (v) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty and (vi) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances; provided, that “Indebtedness” shall not include any obligations of such Person under any leases.

“Indemnified Amounts” has the meaning given to such term in Section 11.01.

“Indemnified Party” has the meaning given to such term in Section 11.01.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any made by or for the account of the Borrower under any Basic Document and (b) to the extent not covered in (a) above, Other Taxes.

“Independent Manager” means an individual who (a) for the five-year period prior to his or her appointment as Independent Manager of the Borrower has not been, and is not at the time of such appointment or during the continuation of his or her service as Independent Manager, any of the following: (i) an employee, director, stockholder, member, partner, attorney or counsel, or officer of any Regional Management Entity or any of their Affiliates (other than as an independent manager, springing member or special member thereof); (ii) a customer or supplier or creditor or other Person who derives any of its purchases or revenues from its activities with any Regional Management Entity or any of their Affiliates; or (iii) any member of the immediate family of or Person controlling or under common control with any Person excluded from serving as Independent Manager in (i) or (ii), (b) has prior experience as an independent director for a corporation or limited liability company whose charter documents required the unanimous consent of all independent directors thereof before such corporation or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state bankruptcy or insolvency law and (c) is employed by Maples Fiduciary Services (Cayman) Limited, Global Securitization Services Inc., CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, Wilmington Trust SP Services, Inc., Wilmington Trust, National Association, Stewart Management Company, LordSPV, a TMF Group Company, or, if none of those companies is then providing professional independent directors, independent managers or independent trustees, another nationally recognized company, in each case, that provides professional independent directors, independent managers or independent trustees and other corporate services in the ordinary course of its business and is reasonably acceptable to the Required Lenders.

“Initial Beneficiary” has the meaning given to such term in the Trust Agreement.

“Initial Loan” means the first Loan made on or after the Closing Date.

“Initial Receivables” means the Receivables that become a part of the Collateral in connection with the Initial Loan.

“Insolvency Event” means, with respect to any Person, (i) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under any applicable Insolvency Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person’s affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days or (ii) the commencement by such Person of a voluntary case under any Insolvency Law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such Insolvency Law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure

by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

“Insolvency Laws” means the Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, rearrangement, receivership, insolvency, reorganization, suspension of payments, marshaling of assets and liabilities or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

“Insolvency Proceeding” means, with respect to any Person, any bankruptcy, insolvency, arrangement, rearrangement, conservatorship, moratorium, suspension of payments, readjustment of debt, reorganization, receivership, liquidation, marshaling of assets and liabilities or similar proceeding of or relating to such Person under any Insolvency Laws.

“Instrument” means any “instrument” (as defined in Article 9 of the UCC), other than an instrument that constitutes part of chattel paper.

“Integrity Check” shall have the meaning ascribed to such term in the System Description.

“Intercreditor Agreement” means the ~~Fourth~~Fifth Amended and Restated Intercreditor Agreement, dated as of ~~December 17, 2021~~the Seventh Amendment Effective Date (as amended, restated, supplemented or otherwise modified from time to time), among Regional Management, ~~Wells Fargo Bank, National Association~~BMO, as agent on behalf of the lenders and as collateral agent, Computershare Trust Company, N.A., ~~as successor to Wells Fargo Bank, National Association~~, in its capacity as third party allocation agent and the other parties thereto, and the other parties joined thereto from time to time, in each case, as may be amended or otherwise modified from time to time.

“Interest” means, for any Interest Period and each Loan outstanding during such Interest Period, interest on the Principal Amount of such Loan computed pursuant to Section 2.06; provided, however, that (i) no provision of this Agreement shall require or permit the collection of Interest in excess of the Maximum Lawful Rate and (ii) no portion of any payment of Interest shall be considered to have been paid by any distribution if at any time such distribution is rescinded or must otherwise be returned for any reason.

“Interest Payment” means, for any Payment Date and any Loan, any Interest payable in respect of such Loan on such Payment Date.

“Interest Period” means, (i) as to the initial Payment Date, the period beginning on, and including, the Closing Date and ending on, and including, the last day of May, 2021 and (ii) as to any subsequent Payment Date, the period beginning on, and including, the first day of the calendar month immediately preceding such Payment Date and ending on, and including, the last day of such calendar month; provided, that the final Interest Period shall begin on, and include, the first day of the calendar month containing the Facility Termination Date and shall end on the Facility Termination Date.

“Interest Rate” means, with respect to any Loan and any day in an Interest Period, a per annum rate equal to (i) (A) if the Loans are funded by a Conduit Lender through the issuance of Commercial Paper on such day and no Facility Amortization Event or Event of Default has

occurred, the CP Rate, (B) if the Loans are funded by a Conduit Lender through the issuance of Commercial Paper on such day and a Facility Amortization Event has occurred but no Event of Default has occurred, the CP Rate plus the Amortization Adjustment, (C) if the Loans are funded by a Conduit Lender other than through the issuance of Commercial Paper or if funded by a Committed Lender on such day, the Bank Drawn Rate plus, if a Facility Amortization Event has occurred but no Event of Default has occurred, the Amortization Adjustment and (D) on and after the occurrence of an Event of Default, the Default Rate, plus, in each case, (ii) the Margin.

“Interest Rate Hedge Trigger” shall occur if, other than during a Securitization Trigger Holiday, (i) for a Collection Period in which a Securitization has occurred and the immediately following Collection Period the average of the Gross Excess Spread Percentage for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Gross Excess Spread Percentage for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) is equal to or less than 16.75%, or (ii) for any other Collection Period, the Gross Excess Spread Percentage is equal to or less than 16.75%. For purposes of calculating the Interest Rate Hedge Trigger for the first Collection Period, “Collection Period” means the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date.

“Invested Percentage” means, for a Lender on any day, the percentage equivalent of (i) the sum of (a) the portion of the Loans Outstanding (if any), funded by such Lender on or prior to such day, plus, without duplication, (b) any portion of the Loans Outstanding, or the Loans Outstanding, acquired by such Lender on or prior to such day as an assignee from another Lender pursuant to an Assignment and Acceptance, minus (c) any portion of the Loans Outstanding, or the Loans Outstanding, assigned by such Lender to an assignee on or prior to such day pursuant to an Assignment and Acceptance, divided by (ii) the aggregate Loans Outstanding, or the Loans Outstanding on such day.

“Investment” means, with respect to any Person, any direct or indirect loan, advance or investment by such Person in any other Person, whether by means of share purchase, capital contribution, loan or otherwise, and excluding commission, travel and similar advances to officers, employees and directors made in the ordinary course of business, except as permitted under the Basic Documents.

“Investment Company Act” means the Investment Company Act of 1940.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“IRS” means the U.S. Internal Revenue Service.

“JPMorgan Committed Lender” means JPMorgan Chase Bank, N.A., as committed lender for the JPMorgan Lender Group.

“JPMorgan Lender Group” means the group of Lenders consisting of (i) the Administrative Agent, (ii) the JPMorgan Committed Lender, (iii) Jupiter Securitization Company LLC and (v) any other Conduit Lender in the JPMorgan Lender Group designated as such in the Lender Supplement, or Assignment and Acceptance pursuant to which such Conduit Lender became a party to this Agreement.

“Large Branch Receivable” means a Receivable with an initial principal balance at the time of origination that is greater than or equal to \$2,501.

“Legal Final Maturity Date” means the Payment Date falling in the twelfth month following the Revolving Period Termination Date.

“Lender” means, as applicable, a Conduit Lender or a Committed Lender, and “Lenders” means, collectively, all of the foregoing Persons.

“Lender Advance” has the meaning given to such term in Section 2.01(a).

“Lender Group” means each group of Lenders consisting of (i) if applicable, a group of Conduit Lenders, (ii) an agent for such group of Lenders and (iii) a group of Committed Lenders, whether directly or as assignees of any such Conduit Lender. As of the Closing Date, the Lender Groups are the JPMorgan Lender Group only.

“Lender Percentage” means, with respect to a Committed Lender or Conduit Lender, its Commitment as a percentage of the Aggregate Commitment.

“Lender Register” has the meaning given to such term in Section 13.01(d).

“Lender Supplement” means the information set forth in Schedule A to this Agreement with respect to each Lender in the JPMorgan Lender Group relating to payment and notice information and setting forth the identity and related Commitment of each such Lender With respect to the Lender Supplement for any Lender Group other than the JPMorgan Lender Group, such Lender Supplement shall contain substantially similar information.

“Level I Trigger Event” means the occurrence of any of the following events on any Determination Date (other than during a Securitization Trigger Holiday with respect to such Determination Date and the related Collection Period), with respect to the related Collection Period:

(i) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 6.00%;

(ii) the average Extension Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Extension Ratios

for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 6.00%; or

(iii) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) equals or exceeds 11.50%.

With respect to clause (iii) hereof the applicable reduction in Advance Rate shall be, if the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) is (a) equal to or exceeds 11.50% but is less than 12.50%, 2.0%, (b) equal to or exceeds 12.50% but is less than 13.50%, 4.0%, (c) equal to or exceeds 13.50% but is less than 14.50%, 6.0% and (d) equal to or exceeds 14.50%, 8.0%.

“Level II Trigger Event” means the occurrence of any of the following events on any Determination Date (other than with respect to (i)-(iv) below during a Securitization Trigger Holiday with respect to such Determination Date and the related Collection Period), with respect to the related Collection Period:

(i) the average Delinquency Ratio (60+ Days) for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 8.00%;

(ii) the average Extension Ratio for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 7.50%;

(iii) the average of the Annualized Charge-off Ratio for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 15.00%; or;

(iv) the average of the Excess Spread Percentage for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Excess Spread Percentages for the

number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods is less than 2.00%; or

(v) an event specified below occurs during such Collection Period with respect to the Managed Portfolio Receivables (it being understood that, for purposes of this clause (v), the references in the definitions of “Delinquency Ratio (60+ Days)”, “Extension Ratio” and “Annualized Charge-off Ratio” and the related definitions therein to (1) “Receivables” shall mean Managed Portfolio Receivables (which includes the Receivables hereunder) and (2) “Eligible Receivables” shall mean all Managed Portfolio Receivables (which includes the Receivables hereunder):

- (A) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods exceeds 9.00%;
- (B) the average Extension Ratio for such Collection Period and the two preceding Collection Periods exceeds 8.50%; or
- (C) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods exceeds 16.00%.

“Level III Trigger Event” means the occurrence of any of the following events on any Determination Date (other than with respect to (i)-(iv) below during a Securitization Trigger Holiday), with respect to such Determination Date and the related Collection Period:

(i) the average Delinquency Ratio (60+ Days) for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 10.50%;

(ii) the average Extension Ratio for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 9.00%;

(iii) the average of the Annualized Charge-off Ratio for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 17.50%; or

(iv) the average of the Excess Spread Percentage for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Excess Spread Percentages for the

number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods is less than 0.00%; or

(v) an event specified below occurs during such Collection Period with respect to the Managed Portfolio Receivables (it being understood that, for purposes of this clause (v), the references in the definitions of “Delinquency Ratio (60+ Days)”, “Extension Ratio” and “Annualized Charge-off Ratio” and the related definitions therein to (1) “Receivables” shall mean Managed Portfolio Receivables (which includes the Receivables hereunder) and (2) “Eligible Receivables” shall mean all Managed Portfolio Receivables (which includes the Receivables hereunder):

- (A) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods exceeds 11.50%;
- (B) the average Extension Ratio for such Collection Period and the two preceding Collection Periods exceeds 10.00%; or
- (C) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods exceeds 18.50%.

“Liability” means any duty, responsibility, obligation or liability.

“Lien” means any mortgage, lien, pledge, charge, claim, security interest or encumbrance of any kind.

“Liquidation Proceeds” means, for any Collection Period and any Defaulted Receivable, the amount (which shall not be less than zero) received by the Servicer and deposited into the Collection Account after such Receivable became a Defaulted Receivable, in connection with the attempted realization of the full amounts due or to become due under such Receivable, whether from the sale or other disposition of any underlying collateral securing the related Contract, the proceeds of repossession or any collection effort, the proceeds of recourse or similar payments payable in respect of such Receivable, or otherwise, net of any amounts required by Applicable Law to be remitted to the related Obligor and net of any reasonable out-of-pocket expenses (exclusive of overhead) incurred by the Servicer with respect to the collection and enforcement of such Receivable, to the extent not previously reimbursed to the Servicer.

“Liquidity Amount” means, on any date of determination, the sum of (i) unrestricted cash and unrestricted Cash Equivalents owned by Regional Management on a consolidated basis, (ii) the Available Borrowing Capacity and (iii) if the conditions set forth in Section 4.02 to a Lender Advance on such date would be satisfied if a Funding Request for such date were delivered, the excess, if any, of the Borrowing Base over the Loans Outstanding.

“Liquidity Facilities” means each of the committed loan facilities, lines of credit and other financial accommodations available to a Conduit Lender to support the liquidity of such Conduit Lender’s Commercial Paper Notes.

“Loan” has the meaning given to such term in Section 2.01(a).

“Loans Outstanding” means, on any day, the aggregate Principal Amount of Loans made on or prior to such day, reduced from time to time by payments and distributions in respect of principal of the Loans in accordance with the terms hereof.

“Long-Term Rating Requirement” means, with respect to any Person, that such Person has a long-term unsecured debt rating of either not less than “A” by Standard & Poor’s, not less than “A(high)” by DBRS Morningstar or not less than “A2” by Moody’s.

“Managed Portfolio Receivable” means a Receivable (without giving effect to the requirement in the definition thereof that the related Contract be included in the Schedule of Receivables hereto) in Regional Management’s loan portfolio with an APR of 36% or less that relates to a Large Branch Receivable, Small Branch Receivable, Convenience Check or Online Originated Receivable, except for (i) auto loan delinquent renewals and (ii) any identified test products.

“Margin” has the meaning set forth in the Fee Letter.

“Master Collection Accounts” has the meaning given to such term in the Intercreditor Agreement.

“Master Deposit Account” means the deposit account governed by the Master Deposit Account Control Agreement.

“Master Deposit Account Control Agreement” ~~means the Fourth collectively, (A) the Fifth~~ Amended and Restated Deposit Account Control Agreement, dated as of ~~September 20, 2019 (as amended, restated, supplemented or otherwise modified from time to time)~~ the Seventh Amendment Effective Date, among Regional Management, ~~Wells Fargo Bank, National Association~~ BMO, as collateral agent, Wells Fargo Bank, National Association, as depository bank, and the other parties thereto; ~~and (B) that certain Deposit Account Control Agreement, dated as of the Seventh Amendment Effective Date, among Regional Management, BMO, as collateral agent and BMO, as depository bank, and the other parties thereto, in each case, as may be amended or otherwise modified from time to time.~~

“Material Adverse Effect” means, with respect to any Person and to any event or circumstance, a material adverse effect on (i) the business, condition (financial or otherwise), operations, performance, properties or prospects of such Person, (ii) the validity, enforceability or collectability of this Agreement or any other Basic Document or the validity, enforceability or collectability of a material portion of (a) the Contracts, (b) the Receivables or (c) any other Collateral, (iii) the rights and remedies of the Secured Parties under the Basic Documents, (iv) the ability of such Person to perform its obligations under this Agreement or any other Basic Document to which it is a party or (v) the status, existence, perfection, priority or enforceability of the interest of the Administrative Agent or the Lenders in the Collateral.

“Maturity Date” means the earliest to occur of (i) the date that is twelve (12) months after the last Scheduled Payment, (ii) the Legal Final Maturity Date and (iii) the deemed occurrence or declaration of the Maturity Date under Section 10.01(b).

“Maximum Lawful Rate” means the highest rate of interest permissible under Applicable Law.

“Member” means Regional Management, as the member of the Borrower.

“Modified Contract” means, with respect to a Receivable, the related Contract (i) which at any time, was in default and which default was cured by adjusting or amending the contract terms or accepting a reduced payment, other than a Contract that was modified in connection with an insolvency proceeding under Chapter 13 of the Bankruptcy Code, or (ii) for which the APR, the number or amount of the Scheduled Payments or Principal Balance was amended or otherwise modified at any time.

“Monthly Loan Tape” means a data tape, which shall include with respect to each Receivable (i) the related Contract identification number, (ii) the identity of the related Originator, (iii) the current Principal Balance, (iv) the current number of days such Receivable is delinquent, (v) whether or not the related Obligor is a debtor in bankruptcy, (vi) the next payment date, (vii) the remaining term to maturity, (viii) the current maturity date, (ix) the original maturity date, (x) the number of extensions, (xi) the date of Contract (origination date), (xii) the funding date, (xiii) the original interest rate, (xiv) the current interest rate, (xv) the original monthly payment amount, (xvi) the current monthly payment amount, (xvii) the original principal balance (amount financed), (xviii) the original term to maturity, (xix) the State in which the related Obligor has a mailing address, (xx) either the FICO® Score or the VantageScore at origination, as applicable, and (xxi) any other information reasonably requested by a Lender to be included therein.

“Monthly Principal Payment Amount” means, with respect to any Payment Date, the amount (or such lesser amount as then available pursuant to Section 2.07(iv)), if any, necessary to reduce the Loans Outstanding so that they equal the Borrowing Base as of such Payment Date.

“Monthly Recoveries” means, without duplication, with respect to any Receivable, any amounts (up to the aggregate principal balance of such Receivable that has been charged off in accordance with the Collection Policy) actually collected that, in accordance with the Collection Policy in effect at the time of such collection, constitute recoveries of amounts that were previously charged off with respect to such Receivable.

“Monthly Report” means, with respect to any Payment Date and the related Collection Period, a monthly statement of the Servicer delivered on each Reporting Date with respect to such Collection Period, in substantially the form of Exhibit H, which may be modified from time to time as mutually agreed by the Servicer, the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

“Moody’s” means Moody’s Investors Service, Inc.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA which is or was at any time during the current year or the immediately preceding five years contributed to by the Borrower or any ERISA Affiliate on behalf of its employees.

“North Carolina Receivables” means, as of any date of determination, (i) the Receivables originated by Regional Finance Corporation of North Carolina and contributed to the Trust

pursuant to the Transfer and Contribution Agreement from time to time, and (ii) Receivables originated by the applicable Bank Originator in North Carolina, participation interests with respect to which are contributed to the Trust pursuant to the Transfer and Contribution Agreement and/or the Bank Originator Program Documents, and, in each case, allocated to the 2021-1C SUBI pursuant to the 2021-1C SUBI Supplement as of such date, as evidenced by the 2021-1C SUBI Certificate.

“Nortridge Loan System” means a third-party technology platform on which the Regional Management Entities’ underwriting, servicing and collection activity are logged and maintained and which is integrated into the Regional Management Entities’ information technology infrastructure.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB’s Website” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

“Obligations” means all loans, advances, debts, liabilities, indemnities and obligations for monetary amounts owing by the Borrower to the Secured Parties, the Agents, or any of their respective assigns, whether due or to become due, matured or unmatured, liquidated or unliquidated, contingent or non-contingent and all covenants and duties regarding such amounts, of any kind or nature, present or future, arising under or in respect of the Loans or any Hedging Agreement, whether or not evidenced by any separate note, agreement or other instrument, including all principal, interest (including interest that accrues after the commencement against the Borrower of any action under the Bankruptcy Code), amounts payable pursuant to Sections 2.12 and 2.13, Breakage Costs, Hedge Breakage Costs, fees, including any and all arrangement fees, loan fees, Interest and Unused Commitment Fee and any and all other fees, expenses, indemnities, costs or other sums (including attorneys’ fees and disbursements) chargeable to the Borrower under the Basic Documents.

“Obligor” means each Person obligated to make payments on or pursuant to a Receivable, including any guarantor thereof.

“OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control.

“Officer’s Certificate” means a certificate signed by any officer of the Borrower, the Servicer, an Originator, the Backup Servicer or any other Person, as the case may be, and delivered to the Administrative Agent or any other party hereto as required by this Agreement.

“Online Originated Receivable” means a Receivable that is not a Branch Assisted Electronic Receivable, with respect to which the loan is originated online and the related loan documentation is signed using DocuSign, Inc. technology, in each case, in accordance with the Credit Policy.

“Opinion of Counsel” means, with respect to any Person, a written opinion of counsel, who is reasonably acceptable to the Administrative Agent or the party hereto that is the recipient of such written opinion of counsel.

“Originator” means each of (i) Regional Finance Corporation of Alabama, an Alabama corporation, (ii) Regional Finance Company of Arizona, LLC, a Delaware limited liability company, (iii) Regional Finance Company of California, LLC, a Delaware limited liability company, (iv) Regional Finance Company of Georgia, LLC, a Delaware limited liability company, (v) Regional Finance Company of Idaho, LLC, a Delaware limited liability company, (vi) Regional Finance Company of Illinois, LLC, a Delaware limited liability company, (vii) Regional Finance Company of Indiana, LLC, a Delaware limited liability company, (viii) Regional Finance Company of Louisiana, LLC, a Delaware limited liability company, (ix) Regional Finance Company of Mississippi, LLC, a Delaware limited liability company, (x) Regional Finance Company of Missouri, LLC, a Delaware limited liability company, (xi) Regional Finance Company of New Mexico, LLC, a Delaware limited liability company, (xii) Regional Finance Corporation of North Carolina, a North Carolina corporation, (xiii) Regional Finance Company of Oklahoma, LLC, a Delaware limited liability company, (xiv) Regional Finance Corporation of South Carolina, a South Carolina corporation, (xv) Regional Finance Corporation of Tennessee, a Tennessee corporation, (xvi) Regional Finance Corporation of Texas, a Texas Corporation, (xvii) Regional Finance Company of Utah, LLC, a Delaware limited liability company, (xviii) Regional Finance Company of Virginia, LLC, a Delaware limited liability company, (xix) Regional Finance Corporation of Wisconsin, a Wisconsin corporation, (xx) each Bank Originator, and (xxi) any other entity approved in writing by the Administrative Agent and the Required Lenders (a copy of which the Servicer shall provide to each Rating Agency, if any) that becomes a party to a First Tier Purchase Agreement pursuant to a joinder thereto.

“Other Connection Taxes” means, with respect to any Secured Party, Taxes imposed as a result of a present or former connection between such Secured Party and the jurisdiction imposing such Tax (other than connections arising from such Secured Party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Basic Document, or sold or assigned an interest in any Loan or Basic Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Basic Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the

NYFRB's Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

"Owner of Record" means the owner of an Authoritative Copy (in the case of an Electronic Contract that constitutes Electronic Chattel Paper) or an electronically authenticated original record of an executed Contract (in the case of an Electronic Contract that does not constitute Electronic Chattel Paper), which, within the Electronic Vault System, (i) is the Borrower, with respect to all Receivables that are not North Carolina Receivables or Receivables originated by the applicable Bank Originator, (ii) is the Trust, with respect to all North Carolina Receivables (other than North Carolina Receivables that are originated by the applicable Bank Originator), and (iii) is a Bank Originator with respect to Receivables originated by such Bank Originator.

"Owners" means the Lenders that are owners of record of the Loan or, with respect to any Loan held by an Agent hereunder as nominee on behalf of Lenders in the related Lender Group, the Lenders that are beneficial owners of such Loan as reflected on the books of such Agent in accordance with this Agreement and the other Basic Documents.

"Participant Register" has the meaning given to such term in Section 13.01(g).

"Patriot Act" means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

"Payment Date" means the 15th day of each calendar month or, if any such day is not a Business Day, the next succeeding Business Day (provided that the first Payment Date will be June 15, 2021).

"Pension Plans" means "employee pension benefit plans", as such term is defined in Section 3 of ERISA, which is currently or within the preceding five years has been maintained by the Borrower or any ERISA Affiliate, or in which employees of such Person are currently or within the preceding five years have been entitled to participate, as from time to time in effect.

"Permitted Investments" means any of the following types of investments:

(i) marketable obligations of the United States, the full and timely payment of which are backed by the full faith and credit of the United States and which have a maturity of not more than 270 days from the date of acquisition;

(ii) bankers' acceptances and certificates of deposit and other interest-bearing obligations (in each case having a maturity of not more than 270 days from the date of acquisition) denominated in Dollars and issued by any bank with capital, surplus and undivided profits aggregating at least \$100,000,000, the short-term obligations of which meet or exceed the Short-Term Rating Requirement;

(iii) repurchase obligations with a term of not more than ten days for underlying securities of the types described in clauses (i) and (ii) above entered into with any bank of the type described in clause (ii) above;

(iv) commercial paper rated at least “A-1” by Standard & Poor’s and “Prime-1” by Moody’s;

(v) money market funds registered under the Investment Company Act having a rating, at the time of such investment in the highest rating category by Moody’s and Standard & Poor’s (including funds for which the Account Bank or its Affiliates is investment manager or advisor);

(vi) demand deposits, time deposits or certificates of deposit (having original maturities of no more than 365 days) of depository institutions or trust companies incorporated under the laws of the United States or any State (or domestic branches of any foreign bank) and subject to supervision and examination by federal or State banking or depository institution authorities; provided, however, that at the time such investment, or the commitment to make such investment, is entered into, the short-term debt rating of such depository institution or trust company meets or exceeds the Short-Term Rating Requirement; and

(vii) any other investments approved in writing by the Administrative Agent (acting at the direction of the Required Lenders); provided, that each of the Permitted Investments may be purchased from the Account Bank or through any Affiliate of the Account Bank.

“Permitted Liens” means (i) Liens in favor of the Borrower created pursuant to the Second Tier Purchase Agreement, (ii) Liens in favor of the Trust in respect to the North Carolina Receivables, (iii) Liens in favor of any Agent or the Administrative Agent, as agent for the Secured Parties created pursuant to this Agreement or any other Basic Document, (iv) mechanics’ and other statutory Liens arising by operation of law with respect to a Hard Secured Receivable and (v) Liens for taxes and assessments not yet due or for taxes which the Borrower is contesting in good faith and by appropriate legal proceedings the validity, applicability or amount thereof and such contest does not materially endanger any right or interest of the Secured Parties under the Basic Documents.

“Person” means an individual, partnership, corporation, limited liability company, joint stock company, trust (including a business or statutory trust), unincorporated association, sole proprietorship, joint venture, government (or any agency or political subdivision thereof) or other entity.

“Plan Assets” has the meaning given to such term in Section 3(42) of ERISA.

“Precompute Receivable” means any Receivable for which the related Contract is reflected as a precompute loan on the records of the Servicer or the applicable Subservicer.

“Precomputed Interest Method” means the method in which the debt is expressed as the sum of the original principal amount plus the finance charge computed in advance, assuming all payments will be made when scheduled.

“Prepayment Notice” means a written notice from the Borrower to the Administrative Agent, the Agents, the Account Bank and each Hedge Counterparty, if any, notifying such parties

of its intent to prepay all or any portion of the Loans Outstanding in accordance with Section 2.05, substantially in the form of Exhibit K hereto.

“Prime Rate” means the rate of interest last quoted by The Wall Street Journal as the “Prime Rate” in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Principal Amount” means, with respect to any Loan, the aggregate amount advanced by the Lenders on the Funding Date in respect of such Loan.

“Principal Balance” means, as of any determination date with respect to (a) a Receivable other than a Precompute Receivable, the outstanding principal balance of such Receivable and (b) a Receivable that is a Precompute Receivable, the calculated principal balance of such Precompute Receivable, which is the result of (x) the remaining unpaid amount due in respect of such Precompute Receivable minus (y) the unearned interest on such Precompute Receivable calculated on an accrual basis; provided, that in the case of (a) and (b) the principal balance of such Receivable is measured as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date), or with respect to any Receivables transferred to the Borrower after such Determination Date, as of the related Cutoff Date, provided, that the Principal Balance of any Receivable, a portion of which has been charged off in accordance with the Collection Policy, shall be reduced by the portion so charged off; provided, further the Principal Balance of any Receivable that becomes a “Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Defaulted Receivable”.

“Qualified Institution” means any depository institution or trust company organized under the laws of the United States or any State (or any domestic branch of a foreign bank) that either (i) (1) meets, or the parent of which meets, either (A) the Long-Term Rating Requirement or (B) the Short-Term Rating Requirement and (2) whose deposits are insured by the Federal Deposit Insurance Corporation or (ii) is otherwise approved by the Administrative Agent in writing. Notwithstanding the foregoing, Computershare, any entity that purchases the corporate trust department of Computershare or such purchasing entity’s designee or agent shall be considered a Qualified Institution for purposes of this definition so long as the unsecured, unguaranteed senior debt securities of Computershare, the entity that purchases such department or such purchasing entity’s designee or agent, as the case may be, shall have a credit rating from each of Moody’s and Standard & Poor’s in one of its generic crediting rating categories that signifies investment grade.

“Rating Agency” means, as of any date of determination, each nationally recognized statistical rating organization then rating any Loan or any related Credit Facility or Liquidity Facility provided to a Conduit Lender with respect to any Loan, in each case, at the request of the Borrower or any Secured Party.

“Ratings Request” means a written request by an Agent to the Borrower and the Servicer, stating that the related Agent intends to request that a nationally recognized statistical rating organization publicly issue a Required Rating to the transactions contemplated by this Agreement that reasonably reflects the economics and credit of the Loans at the time of such request.

“Reborrowing” means, to the extent that any portion of the Loans has been repaid in connection with a repayment pursuant to Section 2.05, the reborrowing by the Borrower of all or a portion of such repaid amounts otherwise subject to and in accordance with the terms hereof.

“Receivable” means Indebtedness owed to an Originator or the Borrower by an Obligor (without giving effect to any transfer hereunder) under a Contract owned by the Borrower or included in the Schedule of Receivables, whether in tangible or electronic form and whether constituting an account, chattel paper, instrument or general intangible, arising out of or in connection with a non-revolving personal loan made by such Originator, and includes the right of payment of any finance charges and other obligations of the Obligor with respect thereto; provided, that, as the context may require, including with respect to uses of the term “Receivable” in connection with determining and measuring the assets that are held by the Borrower, “Receivable” shall include the Borrower’s participation interest in any Receivable originated by a Bank Originator. Notwithstanding the foregoing, once the Administrative Agent has released its security interest in a Receivable and the related Contract in accordance with the terms of this Agreement, such Receivable shall no longer be a Receivable hereunder.

“Receivable File” means, with respect to each Receivable, (i)(w) in the case of a Contract (other than an Electronic Contract or a Convenience Check), the original fully executed Contract, including, in the case of a Contract which has been Exported, the physical rendering of the related Electronic Contract produced upon Export, together with the related document history report, (x) in the case of an Electronic Contract that constitutes Electronic Chattel Paper, a single Authoritative Copy of the executed Contract, (y) in the case of an Electronic Contract that does not constitute Electronic Chattel Paper, the electronically authenticated original record of the executed Contract, and (z) in the case of a Convenience Check, a copy of the Contract, and (ii) any additional original executed documents, if any, evidencing a modification to any of the foregoing documents, whether executed physically or electronically and whether maintained in tangible or electronic form; provided, that with respect to clauses (i)(x) and (i)(y), the Electronic Contract is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent (for the benefit of the Secured Parties) in the Electronic Vault pursuant to Section 7.03(k)(ii) hereof.

“Records” means, with respect to any Contract, all documents, books, records and other information (including computer programs, tapes, disks, punch cards, data processing software and related property and rights) maintained with respect to any related item of Collateral and the related Obligor.

“Reference Time” with respect to any setting of the then-current Benchmark means (1) if the Benchmark is Daily Simple SOFR, then four Business Days prior to such setting or (2) if such Benchmark is not Daily Simple SOFR, the time determined by the Administrative Agent in its reasonable discretion.

“Regional Local Bank Account” has the meaning given to such term in the Intercreditor Agreement.

“Regional Management” has the meaning given to such term in the Preamble.

“Regional Management Entities” means Regional Management, the Borrower and the Originators (other than a Bank Originator).

“Regulation AB” means Regulation AB under the Securities Act.

“Regulatory Change” means (i) the adoption after the Closing Date of any Applicable Law (including any Applicable Law regarding capital adequacy or liquidity coverage) and (ii) any change after the Closing Date in any Applicable Law or the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof, or compliance with any request or directive (whether or not having the force of law) of any such Governmental Authority; provided, that for purposes of this definition, (a) the Risk-Based Capital Requirements, (b) the Dodd-Frank Act and all requests, rules, guidelines or directives thereunder, issued in connection therewith or in implementation thereof, and (c) all requests, rules, guidelines and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, shall in each case be deemed to be a “Regulatory Change”, regardless of the date enacted, adopted, issued or implemented.

“Release Amount” means, as of the related Release Date, the aggregate Release Price deposited for a retransfer of Receivables under Section 5.05 and 7.03(c) and the aggregate Defaulted Receivable Release Price deposited for a retransfer of Defaulted Receivables under Section 5.05(e).

“Release Date” means a Payment Date specified by the Borrower in connection with the retransfer of the Receivables under Section 5.05 or 7.03(c).

“Release Price” means an amount equal to the Principal Balance of a Receivable to be retransferred pursuant to Section 5.05, plus accrued and unpaid interest on such Receivable (at the related APR) through the date of repurchase and all related Breakage Costs and all Hedge Breakage Costs due to the relevant Hedge Counterparties for any termination in whole or in part of one or more Hedge Transactions related to the relevant Hedging Agreement, as required by the terms of any Hedging Agreement; *provided*, that the Release Price with respect to any Defaulted Receivable shall be determined as if such Receivable were not a Defaulted Receivable.

“Relevant Governmental Body” means the Federal Reserve Board and/or the NYFRB, as applicable, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

“Removal Request” has the meaning given to such term in Section 9.07(d).

“Report Failure Period” has the meaning given to such term in the Intercreditor Agreement.

“Reporting Date” means, with respect to any Payment Date, the third Business Day prior to such Payment Date.

“Required Cash Reserve Percentage” means (i) 0.50% or (ii) for any Payment Date on or after which the Servicer shall have been directed to withdraw all amounts on deposit in the Reserve Account in accordance with Section 2.10(c), 0.00%.

“Required Legend” shall mean a watermark notation applied by the Electronic Vault System to every page of an Electronic Contract that reads “JPMorgan Chase Bank, N.A., as Administrative Agent, acting solely for the benefit of the Secured Parties, as secured party and assignee”.

“Required Lenders” means, at any time, Lenders representing 66.67% of the Loans Outstanding that are Loans.

“Requirements of Law” means, with respect to any Person, any law, treaty, rule or regulation, or order or determination of a Governmental Authority, in each case applicable to or binding upon such Person or to which such Person is subject, whether federal, State or local (including usury laws, the Federal Truth-in-Lending Act, Regulations U and T of the Federal Reserve Board and Regulations B, X and Z of the CFPB).

“Reserve Account” means a segregated trust account maintained at the Account Bank for the benefit of the Secured Parties.

“Reserve Account Amount” means, on any day, the amount on deposit in the Reserve Account.

“Reserve Account Required Amount” means, on any date of determination, the product of (a) the Required Cash Reserve Percentage and (b) the Eligible Pool Balance.

“Reserve Account Withdrawal Amount” means, with respect to any Payment Date (i) on which an Available Funds Shortfall exists, an amount equal to the lesser of (a) the Reserve Account Amount and (b) the Available Funds Shortfall, (ii) following the Revolving Period Termination Date, amounts to be withdrawn from the Reserve Account under Section 2.10(c) on such Payment Date, (iii) following the occurrence of an Event of Default that has not been waived by the Administrative Agent (acting at the direction of the Required Lenders), the Reserve Account Amount, and (iv) on any other Payment Date, zero.

“Responsible Officer” means, when used with respect to any Person, any officer of such Person, (within the Corporate Trust Services department of such person in the case of the Backup Servicer and the Account Bank) including any president, vice president, assistant vice president, treasurer, secretary, assistant secretary, corporate trust officer or any other officer thereof customarily performing functions similar to those performed by the individuals who at the time shall be such officers, respectively, or to whom any matter is referred because of such officer’s knowledge of or familiarity with the particular subject, and, in each case, having direct responsibility for the administration of this Agreement.

“Review” has the meaning given to such term in Section 9.07(f).

“Revolving Period” means the period commencing on the Closing Date and ending on the Revolving Period Termination Date.

“Revolving Period Termination Date” means the earlier to occur of (i) the Scheduled Commitment Termination Date and (ii) a Facility Amortization Event.

“Risk-Based Capital Requirements” means the United States bank regulatory rule titled Risk-Based Capital Guidelines; Capital Adequacy Guidelines; Capital Maintenance: Regulatory Capital; Impact of Modification to Generally Accepted Accounting Principles; Consolidation of Asset-Backed Commercial Paper Programs; and Other Related Issues, adopted on December 15, 2009 by the Financial Accounting Standard Board.

“Sanctions” means individually and collectively, any and all economic or financial sanctions, trade embargoes and anti-terrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC), the U.S. State Department, the U.S. Department of Commerce, or through any existing or future Executive Order; (b) the United Nations Security Council; (c) the European Union; (d) the United Kingdom; or (e) any other governmental authorities with jurisdiction over the Borrower, the Servicer and their respective Affiliates.

“Sanctioned Target”: Any individual, entity, group, sector, territory, or country that is the target of any Sanctions, including without limitation, any legal entity that is deemed to be a target of Sanctions based on the direct or indirect ownership or control of such entity by any other Sanctioned Target(s).

“Schedule of Receivables” means the schedule of Receivables attached hereto as Schedule C, as updated from time to time in connection with each Funding Request or substitution of Receivables, as applicable.

“Scheduled Payments” means regularly scheduled monthly payments to be made by an Obligor pursuant to the terms of the related Contract.

“Scheduled Commitment Termination Date” means November 30, 2026, or such later date to which the Scheduled Commitment Termination Date may be extended upon the written agreement of the Borrower, the Lenders, the Agents, the Administrative Agent and the other parties hereto.

“SEC” means the U.S. Securities and Exchange Commission.

“Second Tier Purchase Agreement” means the Second Tier Purchase Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), between Regional Management and the Borrower.

“Secured Party” means (i) the Administrative Agent, (ii) each Lender and (iii) each Hedge Counterparty.

“Securities Act” means the Securities Act of 1933.

“Security Agreement” means the ~~Third~~Fourth Amended and Restated Security Agreement, dated as of ~~December 17, 2021 (as amended, restated, supplemented or otherwise modified from time to time)~~the Seventh Amendment Effective Date, among Regional Management, Regional Management Receivables ~~HIV, LLC, the Borrower, Regional Management Receivables VI~~, LLC, Regional Management Receivables ~~IVVII~~, LLC, ~~the Borrower~~, the borrowers under the Senior Revolver, Regional Management Issuance Trust ~~2019-1, Regional Management Issuance Trust 2020-1, Regional Management Issuance Trust 2021-1, Regional Management Issuance Trust 2021-2, Regional Management Issuance Trust 2021-3, Regional Management Issuance Trust 2022-1, Regional Management Issuance Trust 2022-B2024-1, Regional Management Issuance Trust 2024-12024-2, Regional Management Issuance Trust 2025-1~~, Credit Recovery Associates, Inc. and Upstate Motor Company, as guarantors, ~~Wells Fargo Bank, National Association~~BMO, as collateral agent, and the other parties joined thereto from time to time, including without limitation, the Borrower, in each case, as may be amended or otherwise modified from time to time.

“Securitization” means any (i) securitization transaction undertaken by the Borrower or a Special Purpose Affiliate that is secured, directly or indirectly, by all or a portion of the Receivables, (ii) sale or other transfer by the Borrower or a Special Purpose Affiliate of all or a portion of the Receivables in connection with a “Securitization” as defined in clause (i) and in accordance with Section 2.14(a)(iii) or (iii) sale or other transfer by the Borrower or a Special Purpose Affiliate of all or a portion of the Receivables; provided, however, that notwithstanding any failure of the Borrower or a Special Purpose Affiliate to include Delinquent Receivables in the pool of Receivables sold or transferred in connection with a Securitization, the Borrower or a Special Purpose Affiliate may sell or transfer no more than a pro rata portion of Delinquent Receivables on the Securitization Date related to such Receivables sold in connection with such Securitization.

“Securitization Date” means the date upon which a Securitization is consummated.

“Securitization Date Certificate” means a certificate delivered by an Authorized Officer of the Servicer on the Securitization Date indicating that the requirements set forth in this Agreement for a Securitization has been satisfied.

“Securitization Release” means a release executed pursuant to Section 2.14, substantially in the form of Exhibit G.

“Securitization Trigger Holiday” means (i) with respect to the Delinquency Ratio (60+ Days), a period beginning on the first day of the calendar month in which any broadly marketed Securitization occurs in which (A) the related debt instruments are purchased by unaffiliated third parties (other than as may be required by applicable risk retention rules and one or more of the most subordinate tranches of such debt instruments that may be retained by affiliated parties) and (B) the Principal Balance of Receivables released pursuant to Section 2.14 are equal to or greater than 75% of the aggregate Principal Balance of all Receivables, and ending on the last day of immediately following calendar month and (ii) with respect to the Extension Ratio, Annualized Charge-off Ratio, Excess Spread Percentage and Gross Excess Spread Percentage, the period beginning on the first day of the calendar month immediately following the calendar month in which any broadly marketed Securitization occurs in which (A) the related debt instruments are

purchased by unaffiliated third parties (other than as may be required by applicable risk retention rules and one or more of the most subordinate tranches of such debt instruments that may be retained by affiliated parties) and (B) the Principal Balance of Receivables released pursuant to Section 2.14 are equal to or greater than 75% of the aggregate Principal Balance of all Receivables, and ending on the last day of the second calendar month following the calendar month in which such broadly marketed Securitization occurs; provided, that for purposes of calculating the Delinquency Ratio (60+ Days), the Extension Ratio, the Annualized Charge-off Ratio, the Excess Spread Percentage and the Gross Excess Spread Percentage following the Securitization Trigger Holiday, the calendar months that occur during the Securitization Trigger Holiday will be excluded from such calculation.

“Senior Hedge Breakage Costs” means, with respect to any Hedge Transaction, any amount payable by the Borrower to the related Hedge Counterparty upon the early termination of such Hedge Transaction or any portion thereof for any reason other than any event of default under the related Hedging Agreement for which the related Hedge Counterparty is the defaulting party.

“Senior Revolver” means the ~~Seventh Amended and Restated~~ Loan and Security Agreement, dated as of ~~September 20, 2019~~ the Seventh Amendment Effective Date (as amended, restated, supplemented or otherwise modified from time to time), among the financial institutions named as lenders therein, ~~Wells Fargo Bank, National Association~~ BMO, as agent, Regional Management and the other borrowers party thereto from time to time, and certain Regional Affiliates, as guarantors, and the other guarantors party thereto from time to time, ~~as amended by the First Amendment to the Seventh Amended and Restated Loan and Security Agreement, dated as of October 15, 2020~~ in each case, as may be amended or otherwise modified from time to time.

“Seventh Amendment Effective Date” means August 19, 2025.

“Servicer” has the meaning given to such term in the Preamble.

“Servicer Basic Documents” means all Basic Documents to which the Servicer is a party or by which it is bound.

“Servicer File” means, with respect to a Receivable, each of the following documents: (i) application of the Obligor for credit; (ii) a copy (but not the original) of the Contract and any modifications or amendments thereto; provided however, if such documents constitute Electronic Contracts, originals or copies thereof may be accessible via the Electronic Vault System or via the Nortridge Loan System; and (iii) such other documents as the Servicer customarily retains in its files in order to accomplish its duties under this Agreement; provided, that in each case such documents may be in either tangible or electronic form; and further provided that, certificates of title that are issued electronically may be held by a third party electronic title lienholder.

“Servicer Termination Event” has the meaning given to such term, on any day (i) prior to the Assumption Date, in Section 7.13 and (ii) on and after the Assumption Date, in Section 7.16(e).

“Servicer Termination Notice” has the meaning given to such term in Section 7.13.

“Servicing Centralization Event” means the occurrence of either (a) Regional Management fails to have a Tangible Net Worth of at least \$150,000,000 as of any Determination Date or (b) a

Level I Trigger Event followed by the delivery of written notice from the Administrative Agent (acting at the direction of the Required Lenders) to the Servicer, the Borrower and the Backup Servicer that the activities described on Schedule G should go into effect.

“Servicing Fee” means the fee payable to the Servicer on each Payment Date, monthly in arrears in accordance with Section 2.07, in an amount equal to the product of (i) the Servicing Fee Rate, (ii) the aggregate Principal Balance of all Receivables as of the first day of the related Collection Period and (iii) 1/12, if any.

“Servicing Fee Advance” has the meaning given to such term in Section 2.11(e).

“Servicing Fee Rate” means (a) with respect to the initial Servicer, 4.00% per annum, (b) if a Successor Servicer is then acting as Servicer and such Successor Servicer is Computershare, 4.75% per annum and (c) if a Successor Servicer is then acting as Servicer and such Successor Servicer is not Computershare, a rate agreed upon by such Successor Servicer and the Administrative Agent (acting at the direction of the Required Lenders) based upon then current market conditions, which rate the Successor Servicer shall provide prompt written notice of to the Rating Agencies, if any.

“Short-Term Rating Requirement” means, with respect to any Person, that such Person has a short-term unsecured debt rating of either not less than “A-1” by Standard & Poor’s, not less than “R-1 (middle)” by DBRS Morningstar or not less than “Prime-1” by Moody’s.

“Simple Interest Method” means the method of allocating a fixed level payment to principal and interest, pursuant to which the portion of such payment that is allocated to interest is equal to the product of the fixed rate of interest multiplied by the unpaid principal balance multiplied by the period of time elapsed since the preceding payment of interest was made.

“Sixth Amendment Closing Date” means November 25, 2024.

“Small Branch Receivable” means a Receivable with an initial principal balance at the time of origination that is less than or equal to \$2,500.

“Small Loan Receivable” means a Receivable with an initial principal balance at the time of origination that is less than or equal to \$2,500.

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

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the NYFRB’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Determination Date” has the meaning specified in the definition of “Daily Simple SOFR”.

“SOFR Rate Day” has the meaning specified in the definition of “Daily Simple SOFR”.

“Solvent” means, with respect to any Person at any time, having a state of affairs such that (i) the fair value of the property owned by such Person is greater than the amount of such Person’s liabilities (including the amount of any known disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated for purposes of Section 101(32) of the Bankruptcy Code; (ii) the present fair salable value of the property owned by such Person in an orderly liquidation of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured; (iii) such Person is able to realize upon its property and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business; (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to generally pay as such debts and liabilities mature; and (v) such Person is not engaged in business or a transaction, and is not about to engage in a business or a transaction, for which such Person’s property would constitute unreasonably small capital in relation to such business or transaction.

“Special Purpose Affiliate” means any special purpose entity that is an Affiliate of the Borrower and was created for the purpose of one or more Securitizations.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business.

“State” means any state of the United States or the District of Columbia.

“SUBI” has the meaning given to such term in the Trust Agreement.

“SUBI Certificate” has the meaning given to such term in the Trust Agreement.

“Subordinated Hedge Breakage Costs” means with respect to any Hedge Transaction, any amount payable by the Borrower to the related Hedge Counterparty upon the early termination of such Hedge Transaction or any portion thereof as a result of any event of default under the related Hedging Agreement for which the related Hedge Counterparty is the defaulting party.

“Subsequent Loan” means each Loan made following the Initial Loan.

“Subsequent Receivable” means each Receivable that becomes a part of the Collateral on a Funding Date other than the Funding Date relating to the Initial Loan.

“Subservicer” means each subservicer and subcustodian appointed by the Servicer and acceptable to the Administrative Agent and the Required Lenders for the servicing and administration of some or all of the Receivables which, as of the Closing Date, are identified on Schedule E, which schedule may be amended from time to time in accordance with this Agreement.

“Subservicing Agreement” means that certain Master Subservicing Agreement, dated as of the Sixth Amendment Closing Date (as amended, restated, supplemented or otherwise modified from time to time), between the Servicer and each Subservicer, which amends and restates in its

entirety each subservicing agreement between the Servicer and each Subservicer entered into prior to the date hereof.

“Subsidiary” means, with respect to a Person, any entity with respect to which more than 50.0% of the outstanding voting securities or other ownership interests shall at any time be owned or controlled, directly or indirectly, by such Person and/or one or more of its Subsidiaries, or any similar business organization which is so owned or controlled.

“Substitute Receivable” means one or more Eligible Receivables not previously a part of the Collateral, substituted for a Receivable pursuant to Section 5.05, each having characteristics substantially similar, and in no event less favorable to the Secured Parties in any respect, than the affected Receivables being so substituted, without the consent of the Administrative Agent (acting at the direction of the Required Lenders).

“Successor Servicer” means the Backup Servicer, as successor to the Servicer, or another entity appointed pursuant to Section 7.14(b) as successor to the Servicer.

“System Description” shall mean the written description of the Electronic Vault System, attached hereto as Exhibit L.

“Tangible Net Worth” means, with respect to Regional Management on a consolidated basis, as of the Determination Date, its net worth calculated in accordance with GAAP, after subtracting therefrom the aggregate amount of its intangible assets (other than deferred tax assets), including goodwill, franchises, licenses, patents, trademarks, tradenames, copyrights and service marks.

“Tax” or “Taxes” means any present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), charges, assessments or fees of any nature (including interest, penalties and additions thereto) that are imposed by any Governmental Authority.

“Test Data File” means a test data file, which shall include the loan master file, the transaction history file and all other files necessary to carry out the servicing obligations hereunder.

“Third Party Allocation Agent” means Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, acting through its Corporate Trust Services division, in such capacity under the Intercreditor Agreement.

“Third Party Service Provider” means, except as set forth in Section 7.16(c), any provider of third-party collection services, including, without limitation, Radius Global Solutions LLC.

“Titled Asset” shall mean a motor vehicle, boat, recreational vehicle, camper, trailer, motorcycle, all-terrain vehicle or other asset for which, under applicable State law, a certificate of title is issued and any security interest therein is required to be perfected by notation on such certificate of title.

“Transfer and Contribution Agreement” means the Transfer and Contribution Agreement, dated as of June 20, 2017 (as amended, restated, supplemented or otherwise modified from time

to time), between Regional Finance Corporation of North Carolina and the Trust, as amended by the Omnibus Amendment, dated August 18, 2020, and the Omnibus Amendment, dated as of April 14, 2021.

“Transition Expenses” has the meaning given to such term in Section 7.14(d).

“Trust” means the Regional Management North Carolina Receivables Trust, Delaware statutory series trust formed by Wilmington Trust, National Association, pursuant to the certificate of formation filed with the Delaware Secretary of State on June 16, 2017.

“Trust Agreement” shall mean the Second Amended and Restated Trust Agreement, dated as of June 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by Regional Finance Corporation of North Carolina, as settlor and initial beneficiary, and Wilmington Trust, National Association, as UTI trustee, Delaware trustee and administrative trustee, as amended by the First Amendment to the Second Amended and Restated Trust Agreement, dated as of February 18, 2021, and as further amended by the Second Amendment to the Second Amended and Restated Trust Agreement, dated as of April 14, 2021.

“Trust Documents” means the Trust Agreement, the 2021-1C SUBI Supplement, the UTI Administration Agreement, the 2021-1C SUBI Servicing Agreement and the 2021-1C SUBI Security Agreement.

“UCC” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

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

“United States” or “U.S.” means the United States of America.

“Unmatured Event of Default” means any event that, with the giving of notice or the lapse of time, or both, would become an Event of Default.

“Unsecured Receivable” means any Receivable that is (i) not secured by any collateral pursuant to the terms of the related Contract and (ii) is not an Online Originated Receivable or Convenience Check.

“Unused Commitment Fee” means, for any Interest Period prior to the commencement of the Amortization Period, the fee payable by the Borrower pursuant to the Fee Letter on the related Payment Date in an amount equal to product of (i) the Unused Commitment Fee Rate, (ii) an amount equal to the average daily Aggregate Commitment during such Interest Period minus the average daily Loans Outstanding during such Interest Period and (iii) a fraction, the numerator of which is the actual number of days during such Interest Period and the denominator of which is 360.

“Unused Commitment Fee Rate” has the meaning given to such term in the Fee Letter.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Person” means a “United States person” as defined in Code Section 7701(a)(30).

“UTI” has the meaning given to such term in the Trust Agreement.

“UTI Administration Agreement” means the UTI Administration Agreement, dated as of June 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by and between Regional Management North Carolina Receivables Trust and Regional Management Corp, as administrator.

“UTI Certificate” has the meaning given to such term in the Trust Agreement.

“VantageScore” means a credit score created by VantageScore Solutions, LLC, or any successor thereto, provided that, in the case of a Receivable with two Obligor, such score is based on the higher of the two VantageScores at origination.

“Voleker Rule” means the regulations adopted to implement Section 619 of the Dodd-Frank Act., as amended

“Wells Fargo Bank” means Wells Fargo Bank, National Association.

“2021-1C SUBI” means that special unit of beneficial interest in the Trust created by the 2021-1C SUBI Supplement.

“2021-1C SUBI Certificate” means the 2021-1C SUBI certificate issued by the Trust and evidencing a beneficial interest in the North Carolina Receivables.

“2021-1C SUBI Security Agreement” means the 2021-1C SUBI Security Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), among the Trust, Regional Finance Corporation of North Carolina, as beneficiary of the undivided trust interest of the Trust, the Borrower, in its capacity as the holder of the 2021-1C SUBI Certificate, and the Administrative Agent, as secured party.

“2021-1C SUBI Servicing Agreement” means the 2021-1C SUBI Servicing Agreement, dated as April 28, 2021, among the Trust, acting thereunder solely with respect to the 2021-1C SUBI, the Borrower, as 2021-1C SUBI Holder, and Regional Management, as 2021-1C SUBI Servicer.

“2021-1C SUBI Subservicing Agreement” means the 2021-1C SUBI Subservicing Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), among Regional Management, Regional Finance Corporation of North Carolina and the Trust.

“2021-1C SUBI Supplement” means the 2021-1C SUBI Supplement to the Trust Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), among Regional Finance Corporation of North Carolina, as settlor and initial beneficiary, and Wilmington Trust, National Association, as UTI trustee, 2021-1C SUBI trustee and administrative trustee.

“2021-1C SUBI Trustee” means Wilmington Trust, National Association, in its capacity as 2021-1C SUBI Trustee.

Section 1.02. Accounting Terms and Determinations. Unless otherwise defined or specified herein, all accounting terms shall be construed herein, all accounting determinations hereunder shall be made, all financial statements required to be delivered hereunder shall be prepared and all financial records shall be maintained in accordance with GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein, the Administrative Agent, the Required Lenders, Regional Management and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; provided, that until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) Regional Management and the Borrower shall provide to the Administrative Agent financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.03. Computation of Time Periods. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

Section 1.04. Interpretation. When used in this Agreement, unless a contrary intention appears: (i) a term has the meaning assigned to it; (ii) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP; (iii) “or” is not exclusive; (iv) “including” means including without limitation; (v) words in the singular include the plural and words in the plural include the singular; (vi) any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; (vii) references to a Person are also to its successors and permitted assigns; (viii) the words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision hereof; (ix) references contained herein to Article, Section, subsection, Schedule and Exhibit, as applicable, are references to Articles, Sections, subsections, Schedules and Exhibits in this Agreement unless otherwise specified; (x) references to “writing” include printing, typing and other means of reproducing words in a visible form; and (xi) the term “proceeds” has the meaning set forth in the applicable UCC.

Section 1.05. Interest Rates; Benchmark Notification. The interest rate on a Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event,

Section 2.18(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE TWO

LOANS

Section 2.01. Loans.

(a) On the terms and subject to the conditions set forth in this Agreement (including the conditions precedent set forth in Article 4), the Borrower may from time to time on any Business Day during the Revolving Period, request that each Conduit Lender and Committed Lender make an advance (each such advance made by a Lender, a “Loan”) in the amount of each such Conduit Lender’s or Committed Lender’s Lender Percentage of the Principal Amount of the Loan requested (each, a “Lender Advance”), to the Borrower on a Funding Date.

(b) No later than 12:00 p.m., New York City time, one Business Day prior to a proposed Funding Date, the Borrower shall notify the Administrative Agent, the Agents and the Lenders of such proposed Funding Date and Loan by delivering to the Administrative Agent and the Agents (with a copy to the Account Bank):

(i) a Funding Request, which will include, among other things, the proposed Funding Date, a calculation of the Borrowing Base (calculated as of the previous Determination Date or, with respect to the initial Funding Date or any Receivables added or to be added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date), each as of the date the Loan is requested and the Principal Amount of the Loan requested, which shall be in an amount at least equal to \$500,000 or integral multiples of \$1,000 in excess thereof; and

(ii) an updated Schedule of Receivables that includes each Receivable, if any, that is to be purchased by the Borrower with the proceeds of the proposed Loan.

(c) Following receipt by the Administrative Agent, the Agents and the Lenders of a Funding Request, and prior to the Revolving Period Termination Date (i) each Conduit Lender (if any) may, in its sole discretion, make its Lender Advance of any Loan requested by the Borrower pursuant to Section 2.01(b), and (ii) each Committed Lender, to the extent not made by the Conduit Lender in its Lender Group (if any), severally agrees to make its Lender Advance of any Loan requested by the Borrower, in each case, subject to the conditions contained herein, in an aggregate amount equal to the Loan so requested.

(d) In no event shall:

(i) a Committed Lender be required on any date to fund a Principal Amount that would cause the Loans Outstanding with respect to such Committed Lender’s Lender Group, as determined after giving effect to such funding, to exceed such Committed Lender’s Commitment;

(ii) any Loan be requested hereunder, nor shall any Lender be obligated to fund its Lender Advance of any Loan, to the extent that after giving effect to such Loan, the Loans Outstanding would exceed the Borrowing Base (calculated as of the previous Determination Date or, with respect to any Receivables added or to be added to the

Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date); and

(iii) the Principal Amount of the Loans made on any Funding Date exceed the Available Amount on such day.

Section 2.02. Funding Mechanics.

(a) If any Funding Request is delivered to the Administrative Agent and the applicable Agents after 12:00 p.m., New York City time, on any Business Day, such Funding Request shall be deemed to be received prior to 12:00 p.m., New York City time, on the next succeeding Business Day and the proposed Funding Date of such proposed Loan shall be deemed to be the next Business Day following such deemed receipt. Each Funding Request shall include a representation by the Borrower that (i) the requested Loans will not, on the related Funding Date, exceed the Available Amount, (ii) after giving effect to such Loans, the amount of all Loans Outstanding will not exceed the Borrowing Base and (iii) a representation that all of the conditions precedent to the making of such Loan have been satisfied or will be satisfied as of the proposed Funding Date. Any Funding Request shall be irrevocable.

(b) Each Conduit Lender shall notify the Agent for its Lender Group and the Administrative Agent by 10:00 a.m., New York City time, on the applicable Funding Date whether it has elected to make its Lender Advance offered to it pursuant to Section 2.01. In the event that a Conduit Lender shall not have timely provided such notice, such Conduit Lender shall be deemed to have elected not to make its Lender Advance of such Loan. If the Conduit Lender shall have elected or be deemed to have elected not to make its Lender Advance of such Loan, the Committed Lender in such Lender Group shall make available on the applicable Funding Date an amount equal to the portion of the Loan that each such Conduit Lender has not elected to fund, in an amount equal to its share of the Principal Amount to be funded.

(c) Each Lender's Lender Advance of a Loan shall be made, subject to the fulfillment of the applicable conditions set forth in Article Four, at or prior to 12:00 p.m., New York City time, on the applicable Funding Date, by deposit of immediately available funds to the Borrower Operating Account. Each Agent shall promptly notify the Borrower and the other Agents in the event that any Lender in such Agent's Lender Group either fails to make such funds available before such time or notifies such Agent that it will not make such funds available before such time.

(d) In the event that, notwithstanding the fulfillment of the applicable conditions set forth in Article Four with respect to a Loan, a Conduit Lender elected to make an advance on a Funding Date but failed to make its Lender Advance available to the Borrower when required by Section 2.02(c), such Conduit Lender shall be deemed to have rescinded its election to make such advance, and neither the Borrower nor any other party shall have any claim against such Conduit Lender by reason of its failure to timely make such Loan. In any such case, the Borrower shall give notice of such failure not later than 1:30 p.m., New York City time, on the Funding Date to the related Agent, the Committed Lender for such Lender Group and to the Administrative Agent, which notice shall specify (i) the identity of such Conduit Lender and (ii) the amount of the Lender Advance which it had elected but failed to make. Subject to receiving such notice, such Committed Lender shall advance a portion of the Principal Amount in an amount equal to the amount described

in clause (ii) above, at or before 4:00 p.m., New York City time, on such Funding Date and otherwise in accordance with Section 2.01(d).

(e) If any Lender makes available to the Borrower funds for any Loan to be made by such Lender as provided in the provisions of Sections 2.01 and 2.02, and the conditions to the applicable Loan set forth in Article Four are not satisfied or waived in accordance with the terms hereof, the Borrower shall return such funds (in like funds as received from such Lender) to such Lender.

(f) If any Loan is not made or effectuated, as the case may be, due to the Borrower's failure to satisfy, or continue to satisfy, the conditions to fund the Loan on the Closing Date, the Borrower and the Servicer shall jointly and severally indemnify each Lender against any reasonable loss, cost or expense incurred by such Lender, including any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Loan.

(g) The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(h) The Borrower expressly acknowledges and agrees that any election by any Lender, in its sole discretion, on one or more occasion to fund any Loan on any day prior to the final passage of the applicable notice period set forth in Section 2.01(a) above shall not constitute or be deemed to be an amendment, waiver or other modification of the requirement for such notice prior to any Lender funding any other Loan hereunder.

Section 2.03. Reductions of Commitments.

(a) At any time the Borrower may, upon at least ten (10) Business Days' prior written notice to the Administrative Agent, each Agent, the Account Bank, the Backup Servicer and each Hedge Counterparty, if any, reduce the Facility Amount, which shall be applied, unless otherwise consented to by the Administrative Agent (acting at the direction of the Required Lenders) and the Agents, pro rata to the Aggregate Commitment. Each partial reduction shall be in a minimum aggregate amount of \$5,000,000 or integral multiples of \$1,000,000 in excess thereof, but no partial reduction shall reduce the Aggregate Commitment below \$50,000,000 if such reduction is not in connection with the payment in full of the Aggregate Unpaid and the termination of this facility. Reductions of the Aggregate Commitment pursuant to this Section shall be allocated to the Commitment of each Committed Lender and each Conduit Lender, pro rata based on the Lender Percentage of the Aggregate Commitment, represented by such Commitment. Any request for a reduction in the Facility Amount shall be irrevocable and the Borrower shall deliver no more than two such requests in any 12-month period.

(b) In connection with any reduction of the Facility Amount, the Borrower shall remit (i) first, to each applicable Agent for the ratable payment to each Lender, the amount sufficient to pay the Aggregate Unpaid due to such Lenders with respect to such reduction of the Facility

Amount, including any associated Breakage Costs and (ii) second, to the relevant Hedge Counterparty, any Hedge Breakage Costs due to such Hedge Counterparty with respect to the reduction of the Loans Outstanding; provided, however, that no such reduction shall be given effect unless the Borrower has complied with the terms of any Hedging Agreement requiring that any Hedge Transaction related thereto be terminated in whole or in part as a result of any such reduction in the Loans Outstanding.

(c) On the Revolving Period Termination Date, the Commitments of all Lenders shall be automatically reduced to zero.

Section 2.04. Repayment of Loans.

(a) The Borrower hereby unconditionally promises to pay to each Lender the Principal Amount of each Loan made by each Lender on the Maturity Date, in an aggregate principal amount equal to the Loans Outstanding.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

Section 2.05. Optional Principal Repayment. The Borrower may prepay all or any portion of the Loans Outstanding on any Business Day without penalty, upon delivery of a Prepayment Notice to the Administrative Agent, the Agents, the Account Bank and each Hedge Counterparty, if any, at least two (2) Business Days prior to such anticipated prepayment; provided that (i) the amount prepaid is at least \$1,000,000 or integral multiples of \$250,000 in excess thereof (unless otherwise agreed to in writing by the Administrative Agent); (ii) the Borrower pays to each of the Secured Parties, on the date of any such prepayment, each such Secured Party's pro rata allocable share of (a) accrued Interest with respect to the portion of the Loans Outstanding to be prepaid through the date of prepayment, as calculated by the Administrative Agent, and (b) the pro rata portion of all other Aggregate Unpaid amounts relating to such prepayment (including all Breakage Costs, but excluding all Hedge Breakage Costs and any other amounts payable by the Borrower under or with respect to any Hedging Agreement) payable to any Indemnified Party under this Agreement through the date of such prepayment, including Indemnified Amounts pursuant to Section 11.01; (iii) the Borrower certifies that following such prepayment, the Borrower will be in compliance with the provisions of this Agreement; (iv) no such reduction shall be given effect unless the Borrower has complied with the terms of any Hedging Agreement requiring one or more Hedge Transactions be terminated in whole or in part as a result of any such reduction; (v) the Borrower has paid all Hedge Breakage Costs due to the relevant Hedge Counterparty for such termination; and (vi) all prepayments shall be made pro rata to the Lenders. Any notice of a prepayment shall be irrevocable.

Section 2.06. Payments.

(a) The Borrower shall pay Interest on the unpaid Principal Amount of each Loan for the period from and including the related Funding Date until the date that such Loan shall be paid in full. Interest shall accrue during each Interest Period and be payable on the Loans Outstanding

on each Payment Date in accordance with Section 2.07, unless earlier paid pursuant to Section 2.05 or Section 2.14. Notwithstanding the foregoing, the Principal Amount of each Loan, all Interest thereon, together with all other Aggregate Unpaid, shall be due and payable, if not previously paid, on the Maturity Date.

(b) Each Lender's Invested Percentage of the Loans Outstanding shall bear interest for each day during an Interest Period at a rate per annum equal to the applicable Interest Rate on such day for such Interest Period.

(c) Interest calculated by reference to Adjusted Daily Simple SOFR, the Prime Rate and the Federal Funds Rate shall be calculated on the basis of a 360-day year for the actual number of days elapsed during the related interest period. Periodic fees or other periodic amounts payable hereunder shall be calculated on the basis of a 360-day year and for the actual number of days elapsed during the related interest period.

(d) The principal of and Interest on the Loans shall be paid as provided herein. In the case of Loans held by an Agent as agent for its Lender Group, such Agent shall allocate to the members of its Lender Group each payment in respect of the Loans received by such Agent as provided herein. Payments in respect of principal and Interest (including pursuant to Section 2.05) shall be allocated and applied to Owners of such Loan based on their respective Invested Percentages, or in any such case in such other proportions as each affected Lender may agree upon in writing from time to time with such Agent and the Borrower.

(e) Within two (2) Business Days of the end of each calendar month, each Lender shall provide or cause to be provided to Borrower an invoice showing its Interest Rate in effect for the immediately prior Interest Period. Each determination by a Lender of its Interest Rate pursuant to this Agreement shall be conclusive and binding on the Lenders, each Agent, the Borrower, the Servicer and the Backup Servicer, in the absence of manifest error.

(f) Notwithstanding any other provision of this Agreement or the other Basic Documents, if at any time the rate of interest payable by any Person under the Basic Documents exceeds the Maximum Lawful Rate, then, so long as the Maximum Lawful Rate would be exceeded, such rate of interest shall be equal to the Maximum Lawful Rate. If at any time thereafter the rate of interest so payable is less than the Maximum Lawful Rate, such Person shall continue to pay Interest at the Maximum Lawful Rate until such time as the total interest received from such Person is equal to the total Interest that would have been received had Applicable Law not limited the interest rate so payable. In no event shall the total Interest received by a Lender under this Agreement and the other Basic Documents exceed the amount which such Lender could lawfully have received, had the Interest due been calculated from the Closing Date at the Maximum Lawful Rate.

Section 2.07. Settlement Procedures.

(a) On each Payment Date, the Servicer shall instruct the Account Bank in writing to pay, or if an Event of Default shall have occurred and is continuing, the Administrative Agent shall instruct the Account Bank in writing to pay, no later than 12:00 p.m., New York City time, in each case, based solely on the information in the related Monthly Report, to the following Persons, from

the Collection Account (to the extent of Available Funds) and from the Reserve Account (in the amount of the related Reserve Account Withdrawal Amount), in the following order of priority as set forth in the Monthly Report:

(i) First, pro rata, based on amounts owing (A) to the Account Bank and the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare), the sum of (1) the accrued and unpaid Account Bank Fee payable to the Account Bank and (2) any out-of-pocket expenses and indemnities due to the Account Bank and the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare), which in the case of subclause (A)(2), subject to Section 2.07(b), shall not in the aggregate exceed \$25,000 in any calendar year, and (B) to the 2021-1C SUBI Trustee, to the extent not paid by the Initial Beneficiary or the Servicer, any accrued and unpaid fees, out-of-pocket expenses and indemnities due to the 2021-1C SUBI Trustee under the 2021-1C SUBI Supplement, which in the case of subclause (B), subject to Section 2.07(b), shall not in the aggregate exceed \$25,000 in any calendar year;

(ii) Second, (A) subject to Section 2.11(e), to the Servicer, the accrued and unpaid Servicing Fee and (B) to the Successor Servicer, any unpaid Transition Expenses (such Transition Expenses not to exceed \$250,000 in the aggregate) payable pursuant to Section 7.14(d);

(iii) Third, to the Backup Servicer, the sum of (1) the accrued and unpaid Backup Servicing Fee and (2) any out-of-pocket expenses and indemnities (other than Transition Expense) due to the Backup Servicer, which in the case of subclause (2), subject to Section 2.07(b), shall not in the aggregate exceed \$25,000 in any calendar year;

(iv) Fourth, pro rata, based on amounts owing (A) to any Hedge Counterparty, any net payments due and payable by the Borrower under the related Hedging Agreement other than Hedge Breakage Costs, and (B) to each applicable Agent for the ratable payment to each Lender in an amount equal to any accrued and unpaid (1) Interest Payment on the Loans (including any previously due and owing but unpaid Interest Payments) and (2) Breakage Costs then due under this Agreement to the Administrative Agent and the applicable Lenders for the payment thereof;

(v) Fifth, based on amounts owing, (A) first, to each applicable Agent, for the ratable payment (by outstanding Principal Amount) to each Lender, an amount equal to the Monthly Principal Payment Amount and (B) second, to any Hedge Counterparty, any Senior Hedge Breakage Costs;

(vi) Sixth, prior to the Revolving Period Termination Date, to the Reserve Account, the amount necessary to cause the amount on deposit therein to equal the Reserve Account Required Amount;

(vii) Seventh, if the Revolving Period Termination Date has occurred, to each applicable Agent for the ratable payment to each Lender, any remaining Available Funds, until the Loans Outstanding are reduced to zero;

(viii) Eighth, to each applicable Agent for the ratable payment to each Lender in an amount equal to any other Aggregate Unpaid due to the Lenders and not paid pursuant to clauses (iv), (v) or (vii) above;

(ix) Ninth, to any Hedge Counterparty, any Subordinated Hedge Breakage Costs due but not paid;

(x) Tenth, all other Aggregate Unpaid (other than the principal amount of the Loans Outstanding) then due to the 2021-1C SUBI Trustee, for the payment thereof;

(xi) Eleventh, all other Aggregate Unpaid (other than the principal amount of the Loans Outstanding) then due under this Agreement to the Affected Parties or the Indemnified Parties, for the payment thereof;

(xii) Twelfth, pro rata, based on amounts owing to the Backup Servicer, the Servicer, the Account Bank, the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) and the 2021-1C SUBI Trustee, any fees, expenses, indemnities and Transition Expenses not paid pursuant to clause (i) above, as applicable; and

(xiii) Thirteenth, any remaining amount shall be distributed to the Borrower.

(b) For the avoidance of doubt, it is hereby agreed that (i) accrued and unpaid fees, expenses and indemnities payable to the Account Bank, the Servicer, the Backup Servicer (including in its capacity as Successor Servicer), the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) or the 2021-1C SUBI Trustee in excess of the aggregate annual maximum amount for any year (as set forth in Sections 2.07(a)(i) and 2.07(a)(iii)) and not paid pursuant to Section 2.7(a)(xii) shall be reimbursable in subsequent years in the same order of priority and subject to the same limitations as set forth above until paid in full, and (ii) upon the occurrence and during the continuance of any Event of Default, the out-of-pocket expenses, losses and indemnities of the Account Bank, the Backup Servicer, and the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) shall be capped at \$250,000, and the out-of-pocket expenses, losses and indemnities of the 2021-1C SUBI Trustee shall be capped at \$100,000, in each case instead of the applicable caps set forth in Sections 2.07(a)(i) and 2.07(a)(iii). In making the payments required under this Section 2.07, the Account Bank shall have no duty to make any determination, calculation or verification regarding any amounts to be paid or the recipients of such amounts, and shall be entitled to rely exclusively and conclusively on the related Monthly Report.

Section 2.08. [Reserved].

Section 2.09. Payments, Computations, Etc.

(a) Unless otherwise expressly provided herein, all amounts to be paid or deposited by the Borrower or the Servicer hereunder, including such amounts contemplated pursuant to Section 2.07, shall be paid or deposited in accordance with the terms hereof no later than 12:00 p.m., New York City time, on the day when due in Dollars in immediately available funds, in the case of

amounts due to a Lender, to each Lender at such Lender's Account, the details of which appear on the Lender Supplement for such Lender.

(b) Whenever any payment hereunder (i) shall be stated to be due on a day other than a Business Day, such payment shall be made, without penalty, on the next succeeding Business Day, except in the case where the next succeeding Business Day would occur in the succeeding calendar month, in which case such payment shall be due on the preceding Business Day or (ii) is received after 12:00 p.m., New York City time, such payment shall be deemed to have been received on the next succeeding Business Day, and any such extension of time shall in such case be included in the computation of payment of Interest, other interest or any fee payable hereunder, as the case may be.

(c) If any Loan requested by the Borrower and approved by a Lender and the Administrative Agent pursuant to Section 2.01 is not, for any reason other than due to the fault of a Lender, Administrative Agent or the applicable Agent, made or effectuated, as the case may be, on the date specified therefor, the Borrower shall indemnify such Lender against any reasonable loss, cost or expense incurred by such Lender, including any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Loan.

(d) All payments hereunder shall be made without set-off or counterclaim, subject to Section 2.13, and in such amounts as may be necessary in order that all such payments shall not be less than the amounts otherwise specified to be paid under this Agreement.

(e) To the extent that (i) any Person makes a payment to any party hereto or (ii) any party hereto receives or is deemed to have received any payment or proceeds for application to an obligation, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any Insolvency Law, State or federal law, common law or for equitable cause, then, to the extent such payment or proceeds are set aside, the obligation or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received or deemed received by the related party.

(f) Each Lender agrees or is deemed to agree that, as promptly as practicable after the officer of such Lender responsible for administering its Loans becomes aware of the occurrence of an event or the existence of a condition that would cause such Lender to become an Affected Party or that would entitle such Lender to receive payments under Section 2.12 or Section 2.13, it shall, to the extent not inconsistent with its internal policies of general application, use commercially reasonable efforts to minimize costs, expenses and other amounts incurred by it and payable by the Borrower pursuant to Section 2.12 or Section 2.13, as applicable.

Section 2.10. Collections and Allocations; Investment of Funds.

(a) On or prior to the Closing Date or the applicable Funding Date (with respect to Subsequent Receivables), the Servicer or a Subservicer (i) shall have directed the Obligors to make all payments in respect of the Receivables to a Subservicer, and the Subservicer shall cause the

amounts to be deposited into a Regional Local Bank Account or a Master Collection Account related to the Subservicer located in the State in which the related Contract was originated and (ii) will deposit (in immediately available funds) into the Collection Account all Collections received on or after the related Cutoff Date and through and including the Business Day prior to the Closing Date or the Funding Date, as the case may be.

(b) Each of the Servicer, each Subservicer and the Borrower shall deposit, or cause to be deposited, Collections into the Collection Account as promptly as possible after the date of processing of such Collections, but in no event later than the second (2nd) Business Day following the date of processing of such Collections by the applicable Subservicer or, if such Collections were received directly by the Servicer, the Servicer; provided, that, such "processing" of any Collections will not begin prior to the date on which the Servicer or related Subservicer, as applicable, has received such Collections.

(c) On or prior to each Payment Date, the Servicer shall instruct the Account Bank, in writing, based on the amounts set forth in the Monthly Report, to withdraw from the Reserve Account the Reserve Account Withdrawal Amount, if any, to be deposited into the Collection Account on the opening of business on such Payment Date and applied in accordance with Section 2.07; provided, that, on any Payment Date following the Revolving Period Termination Date, all amounts on deposit in the Reserve Account Amount shall be withdrawn by the Account Bank and deposited into the Collection Account and applied in accordance with Section 2.07. Prior to the Revolving Period Termination Date, so long as no Event of Default or Unmatured Event of Default has occurred or is continuing, if, after giving effect to the distributions from, and deposits in, the Reserve Account on any Payment Date pursuant to Section 2.07, the Reserve Account Amount is greater than the Reserve Account Required Amount for such Payment Date, the Servicer shall direct the Account Bank in writing to distribute such excess amount to or at the direction of the Borrower into the Borrower Operating Account.

(d) To the extent there are uninvested amounts on deposit in the Collection Account or the Reserve Account, prior to the occurrence of an Event of Default, such amounts may be invested in Permitted Investments that mature no later than the Business Day before the next Payment Date, which Permitted Investments shall be selected (i) prior to the occurrence of any Facility Amortization Event, by the Borrower or (ii) after the occurrence of any Facility Amortization Event, by the Administrative Agent (acting at the direction of the Required Lenders). So long as Computershare is the Account Bank hereunder, each Permitted Investment may be purchased by the Account Bank or through an Affiliate of the Account Bank. No Permitted Investment may be purchased at a premium and any earnings (and losses) on the foregoing investments shall be for the account of the Borrower. Absent direction from the Borrower or the Administrative Agent, as specified above, any uninvested amounts on deposit in either Account shall remain uninvested. and the Account Bank shall have no obligation or liability to pay any interest or earnings thereon. The Account Bank shall not be liable for any loss, including without limitation any loss of principal or interest, or for any breakage fees or penalties in connection with the purchase or liquidation of any investment made in accordance with the written instructions of the Borrower or the Administrative Agent. Investments in any Permitted Investments are not obligations or recommendations of, or endorsed or guaranteed by, the Account Bank or its Affiliates and are not insured by the Federal Deposit Insurance Corporation. Each party hereto acknowledges and agrees that the Account Bank is not providing investment supervision, recommendations, suitability or

advice. The Account Bank and its Affiliates may provide various services for Eligible Investments and may be paid fees for such services. The parties agree that, for tax reporting purposes, all interest or other income from investments shall, as of the end of each calendar year and to the extent required by the IRS be reported as having been earned whether or not income was disbursed during a particular year. Each of the Borrower and the Administrative Agent acknowledges that upon its written request and at no additional cost, it has the right to receive notification after the completion of each purchase and sale of Permitted Investments or Account Bank's receipt of a broker's confirmation. Each of the Borrower and Administrative Agent agrees that such notifications shall not be provided by Account Bank hereunder, and Account Bank shall instead make available to the Borrower and Administrative Agent, upon request and in lieu of such notifications, periodic account statements that reflect such investment activity. No statement need be made available for any account if no activity has occurred in such account during such period. For the avoidance of doubt, the parties hereto acknowledge and agree that any funds on deposit in either Account that remain uninvested shall be held at a depository institution that satisfies the criteria set forth under the definition of Qualified Institution, which initially shall be Wells Fargo Bank, N.A.

Section 2.11. Fees.

(a) The Borrower hereby agrees to pay to each Agent, for the account of the related Lenders, monthly in arrears, the Unused Commitment Fee from the Collection Account in accordance with Section 2.07. Payments of the Unused Commitment Fee shall be allocated and paid to Committed Lenders pro rata based upon their respective Commitment as a proportion of the Aggregate Commitment Invested Percentages for the applicable Interest Period.

(b) The Borrower hereby agrees to pay to the Agents, on or prior to the Closing Date, all reasonable out-of-pocket expenses of the Agents in immediately available funds.

(c) In accordance with Section 2.07, (i) the Servicer shall be entitled to receive the Servicing Fee, (ii) the Backup Servicer and the Account Bank shall be entitled to receive the Backup Servicing Fee and the Account Bank Fee, respectively, in each case monthly in arrears and (iii) the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) shall be entitled to receive amounts due and owing to it by the Borrower pursuant to the terms of the Intercreditor Agreement.

(d) The Borrower shall pay to the Administrative Agent on the Closing Date, its fees and disbursements in immediately available funds and shall pay all additional reasonable fees and disbursements of such counsel within ten Business Days after receiving an invoice for such amounts.

(e) Notwithstanding anything herein to the contrary and so long as no Facility Amortization Event or Event of Default has occurred and is continuing, to the extent Collections are projected to be sufficient to pay all amounts payable under Section 2.07(i) to (vi) on the following Payment Date, the Servicer may retain from such Collections an amount up to the Servicing Fee payable on such Payment Date (the "Servicing Fee Advance") on any Business Day. In connection with retaining any amounts attributable to the Servicing Fee Advance from the Collections in accordance with this clause 2.11(e), the Servicer shall be deemed to represent that

the remaining Collections are reasonably sufficient to pay all amounts payable under Section 2.08(i) to (iv) on such following Payment Date. For the avoidance of doubt, the Servicing Fee Advance is a part of and not in addition to the Servicing Fee.

Section 2.12. Increased Costs; Capital Adequacy; Illegality.

(a) If any Regulatory Change (i) subjects any Affected Party to any charge or withholding on or with respect to this Agreement or its obligations under this Agreement, or on or with respect to the Loans and/or the Receivables, or changes the basis of taxation of payments to it of any amounts payable under this Agreement (except for Indemnified Taxes, Taxes described in clauses (ii) through (iv) of the definition of Excluded Taxes and Other Connection Taxes imposed on or measured by its overall net income (including franchise taxes imposed on net income)), (ii) imposes, modifies or deems applicable any reserve, assessment, fee, tax (other than Taxes), insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or liabilities of an Affected Party, or credit extended by it pursuant to this Agreement, or (iii) imposes any other condition, the result of which is to increase the cost to an Affected Party of performing its obligations under this Agreement, or to reduce the rate of return on its capital or assets as a consequence of its obligations under this Agreement, to reduce the amount of any sum received or receivable by it under this Agreement, or to require any payment calculated by reference to the amount of interests or loans held or interest received by it, then, upon demand by the Administrative Agent on behalf of such Affected Party, the Borrower shall pay to the Administrative Agent, for the benefit of such Affected Party, such amounts charged to such Affected Party or such amounts to otherwise compensate it for such increased cost or such reduction within 30 days after demand by such Affected Party. The Borrower acknowledges that any Affected Party may institute measures in anticipation of a Regulatory Change (including the imposition of internal charges on its interests or obligations under this Agreement), and may commence allocating charges to or seeking compensation from the Borrower under this Section in connection with such Early Adoption Increased Costs in advance of the effective date of such Regulatory Change, and the Borrower agrees to pay such Early Adoption Increased Costs to the Administrative Agent, for the benefit of such Affected Party, following demand therefor without regard to whether such effective date has occurred within 30 days after demand by such Affected Party. The Borrower further acknowledges that any charge or compensation demanded hereunder may take the form of a monthly charge to be assessed by such Affected Party. For the avoidance of doubt, the Borrower shall not be required to pay any such charges or compensation to such Affected Party prior to the expiration of the 30 day notice period specified in this clause (a).

(b) If (i) the introduction of or any change in or in the interpretation of any law, guideline, rule, regulation, directive, order or request (including the Dodd-Frank Act, Basel II, Basel III or the Risk-Based Capital Requirements) or (ii) compliance by any Affected Party with any law, guideline, rule, regulation, order, directive or request from any Governmental Authority (whether or not having the force of law), including compliance by an Affected Party with any law, guideline, rule, regulation, order, directive or request regarding capital adequacy (including the Dodd-Frank Act, Basel II, Basel III or the Risk-Based Capital Requirements) has the result of reducing the rate of return on an Affected Party's capital or assets as a consequence of its obligations under this Agreement (other than with respect to Taxes), then from time to time, within 30 days after demand by such Affected Party (which demand shall be accompanied by a statement setting forth the basis for such demand and reasonably estimated calculation of such demand), the

Borrower shall pay directly to such Affected Party such additional amount or amounts as will compensate it for such reduction. The Borrower acknowledges that any Affected Party may institute measures in anticipation of any event described in this subsection in advance of the effective date of such event, and may commence allocating charges to or seeking compensation from such Borrower under this subsection and the Borrower agrees to pay such charges or compensation to such Affected Party following demand therefor without regard to whether such effective date has occurred, provided, that, for the avoidance of doubt, the Borrower shall not be required to pay any such charges or compensation to such Affected Party prior to the expiration of the 30 day notice period specified in this clause (b).

(c) In determining any amount provided for in this Section, the Affected Party may use any reasonable averaging and attribution methods. Any Affected Party making a claim under this Section shall submit to the Borrower a certificate as to such additional or increased cost or reduction, which certificate shall be conclusive absent manifest error.

(d) If in its sole discretion a Lender so desires, the related Agent shall provide a Rating Request to the Borrower and the Servicer. The Borrower and the Servicer shall cooperate with the efforts of such Agent and the related Lender to obtain the Required Rating from the Rating Agency specified in the Rating Request, and shall provide such Rating Agency any information it may reasonably require for purposes of providing and monitoring the Required Rating. The related Lender shall pay the initial fees payable to the Rating Agency in connection with a Rating Request and any subsequent or ongoing fees for the continued monitoring of the rating. Nothing in this subsection shall preclude any such Lender from demanding compensation from the Borrower pursuant to Section 2.11(b) at any time and without regard to whether the Required Rating shall have been obtained, or shall require the obtaining of a rating on the facility prior to demanding any such compensation from the Borrower

Section 2.13. Taxes.

(a) All payments made by or on account of any obligation of the Borrower under any Basic Document will be made free and clear of and without deduction or withholding for or on account of any Taxes (including FATCA), unless such withholding or deduction is required by Applicable Law. In such event, the applicable withholding agent shall make such withholding or deduction and shall timely pay to the appropriate taxing authority any such Taxes required to be deducted or withheld and if such Taxes are Indemnified Taxes the amount payable to a Lender, the Administrative Agent or an Agent, as the case may be, will be increased (such increase, the “Additional Amount”) such that after deduction or withholding for or on account of any Indemnified Taxes (including any deduction or withholding for any Indemnified Taxes on such Additional Amount), the applicable Lender receives an amount equal to the amount that would have been paid had no such deduction or withholding been made.

(b) The Borrower will indemnify each Lender and the Administrative Agent for the full amount of Indemnified Taxes (including any Indemnified Taxes imposed by any jurisdiction on Additional Amounts) payable or paid by such Lender or the Administrative Agent or required to be withheld or deducted from a payment to such Lender or the Administrative Agent and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority;

provided, however, that the Lender or the Administrative Agent making a demand for indemnity payment hereunder shall provide the Borrower with a certificate as to the amount of such payment or liability from the relevant Governmental Authority or from a Responsible Officer of such Lender or the Administrative Agent, as the case may be, which shall be conclusive absent manifest error. This indemnification shall be made within ten days from the date a Lender or the Administrative Agent, as the case may be, makes written demand therefor. The Borrower shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

(c) Within 30 days after the date of any payment by the Borrower to a Governmental Authority of any Taxes pursuant to this Section, the Borrower will furnish to the Administrative Agent and the applicable Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(d) If an Agent or Lender is a U.S. Person, such Person shall deliver to the Borrower, with a copy to the Administrative Agent and the Account Bank, on or prior to the date on which such entity becomes an Agent or Lender hereunder (and from time to time thereafter upon the reasonable written request of the Borrower or the Administrative Agent), two executed copies of IRS Form W-9 certifying that such Person is exempt from U.S. federal backup withholding tax.

(e) If an Agent or Lender is not created or organized under the laws of the United States or a State or is otherwise not a U.S. Person, such Person shall, to the extent that it may then do so under Applicable Law, deliver to the Borrower, with a copy to the Administrative Agent and the Account Bank, on or prior to the date on which such entity becomes an Agent or Lender hereunder and (from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), (i) two executed originals of IRS Form W-8ECI, Form W-8BEN, Form W-8BEN-E, or Form W-8IMY accompanied by the relevant certification documents for each beneficial owner (or any successor forms or other certificates or statements which may be required and requested by the Borrower or the Administrative Agent from time to time by the relevant United States taxing authorities or Applicable Law), as appropriate, and (ii) two executed originals of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; provided, however, that the delivery of any form or documentation pursuant to this subclause (other than the specific IRS Forms and related documentation (and any successor forms) described in clause (i) above) shall not be required if in the related Agent's or Lender's reasonable judgment the completion, execution or delivery of such form or documentation would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

(f) If a payment made to any Agent or Lender under any Basic Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Agent or Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Agent or Lender shall deliver to the Borrower, the Administrative Agent and the Account Bank, at the time or times prescribed by

Applicable Law and at such time or times reasonably requested by the Borrower, the Administrative Agent or the Account Bank, such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower, the Administrative Agent or the Account Bank as may be necessary for the Borrower, the Administrative Agent and the Account Bank to comply with their obligations under FATCA and to determine that such Agent or Lender has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this paragraph (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

(g) Each Agent and Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower, the Administrative Agent and the Account Bank of its legal inability to do so.

(h) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of Additional Amounts), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this subsection (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person or to file a refund or claim.

(i) The Borrower hereby covenants with the Account Bank that the Borrower will provide the Account with sufficient information as requested by the Account Bank so as to enable the Account Bank to determine whether or not the Account Bank is obliged to make any withholding, including under FATCA, in respect of any payments (and if applicable, to provide the necessary detailed information to effectuate any such withholding) and to provide such additional information as requested by the Account Bank that it may have to assist the Account Bank in making determination as to its obligations with respect to any withholdings or informational reports.

(j) Survival. Each party's obligations under this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of,

a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Basic Document.

Section 2.14. Securitizations.

(a) On any Business Day, the Borrower shall have the right to prepay all or a portion of the Loans Outstanding and require the Administrative Agent to release its security interest and Lien on the related Receivables (and the other related Collateral) in connection with a Securitization which release shall be delivered in the form of the Securitization Release on the Securitization Date, subject to the following terms and conditions:

(i) the Borrower shall have given the Administrative Agent, each Agent, the Servicer, the Account Bank, the Backup Servicer and the Electronic Vault Provider (solely with respect to any Electronic Contracts) at least thirty (30) days' (or such lesser number of days as agreed to by the Required Lenders) prior written notice of its intent to effect a Securitization; provided, however, that the Borrower shall only be required to provide at least two (2) Business Days' prior notice to such parties, and need not provide such notice to the Electronic Vault Provider with respect to any existing Securitization to the extent such Securitization constitutes a transfer of Receivables by the Borrower to a Special Purpose Affiliate during the revolving period of such Special Purpose Affiliate's respective Securitization, provided, that such notice is delivered in the form set forth in Annex 2 of Exhibit G hereto; and provided further, that, for the avoidance of doubt, such two (2) Business Days' notice period shall not apply with respect to the initial transfer of Receivables by the Borrower to a Special Purpose Affiliate in connection with any new Securitization;

(ii) unless a Securitization is to be effected on a Payment Date (in which case the relevant calculations with respect to such Securitization shall be reflected on the applicable Monthly Report), the Servicer shall deliver to the Administrative Agent (A) a Securitization Date Certificate (which shall include the relevant calculations with regard to such Securitization, including a calculation of the Borrowing Base after giving effect to such Securitization) and any distribution to the Borrower of excess funds pursuant to Section 2.15(a)(iv)(z)), together with evidence to the reasonable satisfaction of the Administrative Agent that the Borrower shall have sufficient funds on the related Securitization Date to effect such Securitization in accordance with this Agreement, which funds may come from the proceeds of sales of the Receivables in connection with such Securitization (which sales must be made in arm's-length transactions) and (B) a computer tape of the Receivables, both before and after giving effect to such Securitization;

(iii) on the related Securitization Date, the following shall be true and correct and the Borrower shall be deemed to have certified that after giving effect to the Securitization and the release to the Borrower of the related Receivables (and the other related Collateral) on the related Securitization Date, (A) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to this Agreement after giving effect to the Securitization, (B) no Borrowing Base Deficiency exists, (C) no Unmatured Event of Default, Event of Default or Facility Amortization Event has occurred or results from such release and Securitization, provided

that Borrower may effect a Securitization during the occurrence of a Facility Amortization Event other than an Event of Default if either the Administrative Agent consents or the Aggregate Unpaid shall be paid in full as a result of such Securitization, (D) if such Securitization Date is not a Payment Date, the Borrower shall have sufficient available funds on the immediately succeeding Payment Date to pay all amounts due and payable on such Payment Date pursuant to Section 2.07, (E) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct in all material respects, except to the extent that such representations and warranties expressly relate to an earlier date as set forth therein and (F) with respect to any Receivables being transferred pursuant to clause (ii) of the definition of Securitization, the purchase price relating to such Receivables shall be at fair market value as determined in good faith by the Borrower, Regional Management and the related Originators (other than a Bank Originator), as applicable;

(iv) on the related Securitization Date, (x) the Borrower shall have paid, in immediately available funds, to the applicable entities (A) the portion of the aggregate Loans Outstanding to be prepaid, which shall be an amount not less than the amount necessary so that no Borrowing Base Deficiency will exist after giving effect to such Securitization and such prepayment, (B) an amount equal to all unpaid Interest (including Interest not yet accrued) to the extent reasonably determined by the Administrative Agent to be attributable to that portion of the aggregate Loans Outstanding to be paid in connection with the Securitization, (C) an aggregate amount equal to the sum of all other amounts due and owing to the Administrative Agent, the Lenders and the Hedge Counterparties, as applicable, under this Agreement and the other Basic Documents, to the extent accrued to such date and to accrue thereafter (including Breakage Costs and Hedge Breakage Costs) and (D) all other Aggregate Unpaid with respect thereto (excluding, for the avoidance of doubt, the portion of the aggregate Loans Outstanding not being prepaid on the Securitization Date and unpaid Interest thereon), (y) each of the Backup Servicer and the Account Bank shall have received all Aggregate Unpaid accrued and owing to such party on such date; and (z) if such Securitization Date is not a Payment Date, all or a portion of the excess, if any, of (A) the purchase price paid with respect to Receivables as set forth in Section 2.14(a)(iii)(F) over (B) the amounts payable pursuant to the foregoing clauses (x) and (y) of this Section 2.14(a)(iv), shall, at the Borrower's discretion, be distributed to the Borrower on such Securitization Date; provided that, for the avoidance of doubt, if the Securitization Date is a Payment Date, any such excess may be distributed to the Borrower in accordance with Section 2.07(a)(xiii).

(v) at least two (2) Business Days prior to the related Securitization Date, the Borrower shall have delivered to the Administrative Agent a list specifying the Receivables being released pursuant to such Securitization; and

(vi) the Loans Outstanding shall be reduced by a minimum aggregate amount of \$1,000,000 dollars.

(b) The Borrower hereby agrees to pay the reasonable out-of-pocket legal fees and expenses of the Administrative Agent, the Lenders, the Servicer, the Backup Servicer and the Account Bank in connection with any Securitization (including expenses incurred in connection

with the release of the Lien of the Administrative Agent, the Lenders and any other party having such an interest in the Receivables in connection with such Securitization).

Section 2.15. Sharing Payments.

(a) If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans owned by it any payment in excess of its Invested Percentage of the Outstanding Loans (such excess payment, the “Excess Amount”), such Lender shall immediately (i) notify the Borrower and the Administrative Agent of such fact and (ii) repay to the Borrower forthwith on demand by the Administrative Agent or the Borrower the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Borrower, at the Federal Funds Rate. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of Excess Amounts owed under this Section and will in each case notify each Agent following the payment of any Excess Amounts or the repayment thereof.

(b) If any Lender fails to make any payment required to be made by it pursuant to Section 2.15(a), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), instruct the Servicer to instruct the Account Bank pursuant to any related Monthly Report to apply any amounts thereafter allocated to such Lender pursuant to Section 2.07 to satisfy such Lender’s obligations under Section 2.15(a) until all such unsatisfied obligations are fully paid.

Section 2.16. Tax Treatment. The Borrower, the Lenders and the Administrative Agent agree to treat the Loans and any interests herein as indebtedness of the Borrower secured by the Collateral for U.S. federal, State and local income, single business and franchise tax purposes.

Section 2.17. The Account Bank.

(a) The Borrower hereby appoints Computershare as the Account Bank. All payments of amounts due and payable in respect of the Aggregate Unpaid amounts that are to be made from amounts withdrawn from the Collection Account or the Reserve Account shall be made on behalf of the Borrower by the Account Bank in accordance with Section 2.07.

(b) The Account Bank shall be compensated for its activities hereunder by receiving the Account Bank Fee. The Account Bank Fee shall be payable in accordance with the priorities specified in Section 2.07 or, at the option of the Servicer, may be paid directly to the Account Bank by the Servicer. The Borrower and the Servicer shall indemnify the Account Bank and its officers, directors, employees and agents pursuant to Sections 10.01 and 10.02. All such amounts shall be payable in accordance with Section 2.07. The provisions of this Section shall survive the termination or assignment of this Agreement and the resignation or removal of the Account Bank.

THE FOREGOING INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH LIABILITIES AND COSTS ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY.

(c) The Account Bank shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Account Bank in such capacity herein and under the Account Control Agreement. No implied duties (including fiduciary duties) covenants or obligations shall be read into this Agreement against the Account Bank and, in the absence of bad faith on the part of the Account Bank, the Account Bank may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Account Bank pursuant to and conforming to the requirements of this Agreement.

(d) The Account Bank shall not be liable for:

(i) an error of judgment made in good faith by one of its officers; or

(ii) any action taken, suffered or omitted to be taken in good faith in accordance with or believed by it to be authorized or within the discretion or rights or powers conferred, by this Agreement or at the direction of a Secured Party relating to the exercise of any power conferred upon the Account Bank under this Agreement in each case unless it shall be proved that the Account Bank shall have been grossly negligent in ascertaining the pertinent facts.

(e) The Account Bank shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Account Bank has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred.

(f) Without limiting the generality of this Section, the Account Bank shall have no duty (i) to see to any recording, filing or depositing of this Agreement or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest in the Collateral, or to see to the maintenance of any such recording or filing or depositing or to any recording, refiling or redepositing of any thereof, (ii) to see to the payment or discharge of any Tax or any Lien of any kind owing with respect to, assessed or levied against, any part of the Contracts, (iii) to confirm or verify the contents of any reports or certificates of the Servicer (other than in its capacity as Backup Servicer in accordance with its express duties as such undertaken herein) or the Borrower delivered to the Account Bank pursuant to this Agreement believed by the Account Bank to be genuine and to have been signed or presented by the proper party or parties or (iv) to ascertain or inquire as to the performance or observance of any of the Borrower's or the Servicer's representations, warranties or covenants or the Servicer's duties and obligations as Servicer and as custodian of books, records, files and computer records relating to the Contracts under this Agreement.

(g) The Account Bank shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or indemnity satisfactory to it against such risk or liability shall not be reasonably assured

to it. None of the provisions contained in this Agreement shall in any event require the Account Bank to perform, or be responsible for the manner of performance of, any of the obligations or the acts or omissions of the Borrower, Servicer or any other party under this Agreement, and the Account Bank may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Account Bank to the contrary.

(h) The Account Bank may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, Monthly Report, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

(i) The Account Bank may, at the expense of the Borrower, consult with counsel of its choice with regard to legal questions arising out of or in connection with this Agreement and the written advice or oral advice which shall be confirmed in writing (which writings may, for the avoidance of doubt, be subject to applicable attorney-client privilege) or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Account Bank in good faith in accordance therewith.

(j) The Account Bank shall be under no obligation to exercise any of the rights, powers or remedies vested in it by this Agreement or to institute, conduct or defend any litigation under this Agreement or in relation to this Agreement, at the request, order or direction of the Administrative Agent pursuant to the provisions of this Agreement, unless the Administrative Agent, on behalf of the Secured Parties, or any other party hereto shall have offered to the Account Bank security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities that may be incurred therein or thereby. The Account Bank shall have no liability for any action or inaction taken at the direction of the Borrower, the Servicer or the Administrative Agent in accordance with this Agreement.

(k) The Account Bank shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by a Secured Party; provided, that if the payment within a reasonable time to the Account Bank of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation shall be, in the opinion of the Account Bank, not reasonably assured by the Borrower, the Account Bank may require indemnity reasonably satisfactory to it against such cost, expense or liability as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Borrower or, if paid by the Account Bank, shall be reimbursed by the Borrower pursuant to Section 2.07.

(l) The Account Bank may execute any of the trusts or powers hereunder or perform any duties under this Agreement either directly or by or through Affiliates, agents or attorneys or custodians. The Account Bank shall not be responsible for, or have any duty to supervise or monitor, any misconduct or negligence of any such agent, attorney or custodian appointed with due care by it hereunder.

(m) If the Account Bank shall request instructions from the Administrative Agent or the Servicer with respect to any act, action or failure to act in connection with and as set forth in this Agreement, the Account Bank shall be entitled to refrain from taking such action and continue to refrain from acting unless and until the Account Bank shall have received written instructions from the Administrative Agent or the Servicer, as applicable, without incurring any liability therefor to the Administrative Agent, the Borrower, the Servicer or any other person.

(n) The Account Bank may act in reliance upon any written communication of the Administrative Agent concerning the delivery of Collateral pursuant to this Agreement. The Account Bank does not assume and shall have no responsibility for, and makes no representation as to, monitoring the value of the Contracts and other Collateral. The Account Bank shall not be liable for any action or omission to act hereunder, except for its own gross negligence, bad faith or willful misconduct.

THE FOREGOING PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY THE ACCOUNT BANK.

(o) If the Account Bank shall at any time receive conflicting instructions from the Administrative Agent and the Servicer or any other party to this Agreement and the conflict between such instructions cannot be resolved by reference to the terms of this Agreement, the Account Bank shall be entitled to rely on the instructions of the Administrative Agent. In the absence of bad faith, gross negligence or willful misconduct on the part of the Account Bank, the Account Bank may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, Monthly Report, certificate of auditors, or any other certificate, statement, instrument, opinion, report, notice request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Account Bank may conclusively rely upon the validity of documents delivered to it, without investigation as to their authenticity or legal effectiveness, and the Account Bank shall not be liable to the Servicer or any other party to this Agreement in respect of any claims that may arise or be asserted against the Account Bank because of the invalidity of any such documents or their failure to fulfill their intended purpose. The Account Bank shall not be bound to ascertain or inquire as to the performance or observance of any of the terms of this Agreement or any other agreement on the part of any party, and may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Account Bank to the contrary.

(p) The Account Bank is authorized, in its sole discretion, to disregard any and all notices or instructions given by any other party hereto or by any other Person other than any such notices or instructions as are expressly provided for in this Agreement or the Account Control Agreement and orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part hereof, then and in any of such events the

Account Bank is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree with which it is advised by its legal counsel of its own choosing is binding upon it, and if it complies with any such order, writ, judgment or decree it shall not be liable to any other party hereto or to any other Person by reason of such compliance even though such order, writ, judgment or decree maybe subsequently reversed, modified, annulled, set aside or vacated.

(q) Any Person into which the Account Bank may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Account Bank shall be a party, or any Person succeeding to all or substantially all of the corporate trust services business of the Account Bank, provided that such Person otherwise meets the requirements of the definition of the term "Account Bank", shall be the successor of the Account Bank under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(r) The Account Bank may at any time resign and terminate its obligations under this Agreement by providing written notice thereof to the Borrower, the Administrative Agent and the Lenders; provided, however, that except as provided below, no such resignation or termination shall be effective until a successor Account Bank is appointed (and accepts such appointment) pursuant to the terms of this Section 2.17. Promptly after receipt of notice of the Account Bank's intended resignation, the Borrower shall appoint, by written instrument, a successor Account Bank. If the Borrower fails to appoint a successor Account Bank pursuant to the terms hereof within 30 days after receipt of the Account Bank's notice of resignation, the Administrative Agent (acting at the direction of the Required Lenders) shall have the exclusive right to appoint by written instrument, a successor Account Bank. If neither the Borrower nor the Administrative Agent (acting at the direction of the Required Lenders) has appointed a successor Account Bank within 60 days after receipt of the Account Bank's notice of resignation, the Account Bank may petition a court of competent jurisdiction to appoint a successor Account Bank, with the cost of such petition (including any attorneys' fees and expenses and court costs) to be borne by the Borrower.

(s) The Account Bank may conclusively rely on, and shall be fully protected in acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond or any other paper or document (including any of the foregoing delivered in electronic format) believed by it to be genuine and to have been signed or presented by the proper person or persons. Nothing herein shall be construed to impose an obligation on the part of the Account Bank to investigate evaluate, verify, independently determine or re-calculate any information, statement, representation or warranty or any fact or matter stated in, or the accuracy of, any such document and may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein.

(t) Without limiting the generality of any other provision hereof, the Account Bank shall have no duty to conduct any investigation as to the occurrence of any condition requiring the repurchase of any Receivable by any Person pursuant to this Agreement, or the eligibility of any Receivable for purposes of this Agreement.

(u) Before the Account Bank acts or refrains from taking any action under this Agreement, it may require an Officer's Certificate and/or an Opinion of Counsel from the party

requesting that the Account Bank act or refrain from acting in form and substance acceptable to the Account Bank, the costs of which (including the Account Bank's reasonable attorney's fees and expenses) shall be paid by the party requesting that the Account Bank act or refrain from acting. The Account Bank shall not be liable for any action it takes or omits to take in good faith in reliance on any such Officer's Certificate and/or Opinion of Counsel.

(v) Notwithstanding anything to the contrary in this Agreement, the Account Bank shall not be liable for any loss or damage or any failure or delay in the performance of its obligations hereunder if it is prevented from so performing its obligations by any reason which is beyond the control of the Account Bank, including by any existing or future law or regulation, any existing or future act of governmental authority, act of God, flood, war whether declared or undeclared, terrorism, riot, rebellion, civil commotion, other industrial action, epidemic or pandemic, quarantine, national emergency, general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system and any other market conditions affecting the execution or settlement of transactions or any event where, in the reasonable opinion of the Account Bank, performance of any duty or obligation under or pursuant to this Agreement would or may be illegal or would result in the Account Bank being in breach of any Applicable Law or any practice, request, direction, notice, announcement or similar action of any Governmental Authority to which the Account Bank is subject.

(w) Notwithstanding anything to the contrary in this Agreement, the Account Bank shall not be required to take any action if it shall have reasonably determined, or shall have been advised by counsel, that such action is likely to expose the Account Bank to personal liability, is contrary to this Agreement or that is not in accordance with Applicable Law.

(x) The right of the Account Bank to perform any permissive or discretionary act enumerated in this Agreement or any related document shall not be construed as a duty. In the event that any provision of this Agreement implies or requires that action or forbearance from action be taken by a party but is silent as to which party has the duty to act or refrain from acting, the parties hereto agree that the Account Bank shall not be the party required to take the action or refrain from acting.

(y) Neither the Account Bank nor any of its officers, directors, employees, attorneys or agents will be responsible or liable for (i) the existence, genuineness, value or protection of any collateral securing the Receivables, for the legality, enforceability, effectiveness or sufficiency of the Basic Documents for the creation, perfection, continuation, priority, sufficiency or protection of any of the Liens, or for any defect or deficiency as to any such matters, or for any failure to demand, collect, foreclose or realize upon or otherwise enforce any of the Liens or Basic Documents or any delay in doing so, or (ii) reviewing or determining the accuracy, completeness or sufficiency of any chain of ownership (including endorsements or assignments related thereto) with respect to any Receivable or Receivable File.

(z) The Account Bank shall not be liable for any action or inaction of the Servicer, or any other party (or agent thereof) to this Agreement or any related document and may assume compliance by such parties with their obligations under this Agreement or any related agreements, unless a Responsible Officer of the Account Bank shall have received written notice to the contrary

at the address set forth below the name of the Account Bank on the signature pages of this Agreement.

(aa) The Account Bank shall not be imputed with any knowledge of, or information possessed or obtained by, the Backup Servicer or any affiliate, line of business, or other division of Computershare Trust Company, National Association, and vice versa.

(bb) The Account Bank shall not be liable for, and shall have no duty to supervise or monitor, any action or inaction of the Borrower, Servicer or any other party (or agent thereof) to this Agreement or any related document and may assume compliance by such parties with their obligations under this Agreement or any related agreements, unless a Responsible Officer of the Account Bank shall have received written notice to the contrary at the address set forth below the name of the Account Bank on the signature pages of this Agreement

(cc) Neither the Account Bank nor any of its directors, officers, agents or employees shall be responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower, the Servicer, Regional Management, the Administrative Agent or the Backup Servicer contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement or any other Basic Document to which it is a party for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article Four.

(dd) Without limiting the generality of any other provision hereof, neither the Account Bank's preparation or receipt of any reports pursuant to this Agreement nor any other publicly available information available to the Account Bank shall constitute actual or constructive knowledge or written notice of any information contained therein.

(ee) The Account Bank shall not be held responsible or liable for or in respect of, and makes no representation or warranty with respect to (i) the preparation, filing, correctness or accuracy of any financing statement, continuation statement or recording of any document (including this Agreement) or instrument in any public office at any time, or (ii) the monitoring, creation, maintenance, enforceability, existence, status, validity, priority or perfection of any security interest, lien or collateral or the performance of any collateral.

(ff) In the event that (i) the Account Bank is unsure as to the application or interpretation of any provision of this Agreement or any other Basic Document, (ii) this Agreement or any other Basic Document is silent or is incomplete as to the course of action that the Account Bank is required or permitted to take with respect to a particular set of facts, or (iii) more than one methodology can be used to make any determination to be performed by the Account Bank hereunder or thereunder, then the Account Bank may give written notice to the Administrative Agent requesting written instruction and, to the extent that the Account Bank acts or refrains from acting in good faith in accordance with any such written instruction, the Account Bank shall not be personally liable to any Person. If the Account Bank shall not have received such written instruction within ten (10) calendar days of delivery of notice to the Administrative Agent (or within such shorter period of time as may reasonably be specified in such notice or as may be

necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action which it believes is consistent with this Agreement and shall have no additional liability to any Person for such action or inaction.

(gg) The Account Bank shall not be responsible for preparing or filing any reports or returns relating to federal, state or local income taxes with respect to this Agreement or any other Basic Document other than for the Account Bank's compensation.

(hh) Notwithstanding anything to the contrary herein, Computershare (in each of its capacities) shall not be under any obligation (i) to monitor, determine verify or make any decisions regarding the unavailability or cessation of the Benchmark or to give notice to any other party hereto of the selection, determination or designation of any successor or replacement benchmark index, (ii) to select, determine or designate any successor or replacement benchmark index, or whether any conditions to the designation of such a rate have been satisfied, (iii) to select, determine or designate any alternate Benchmark source or other modifier to any replacement or successor index or (iv) to determine whether or what Benchmark Replacement Conforming Changes are necessary or advisable, if any, in connection with any of the foregoing. Computershare (in each of its capacities) shall not be liable for (i) any determination, decision or election made by any party in connection with the Benchmark, or (ii) any inability, failure or delay on its part to perform any of its duties set forth in this Agreement as a result of the unavailability of the Benchmark or any alternate Benchmark Source and absence of a designated successor or replacement benchmark index, including as a result of any inability, delay, error or inaccuracy on the part of any other party hereto, including without limitation the Administrative Agent, in providing any direction, instruction, notice or information required or contemplated by the terms of this Agreement and reasonably required for the performance of such duties.

(ii) Computershare will perform its obligations as Backup Servicer through its Corporate Trust Services department (including, as applicable, any agents or Affiliates utilized thereby).

(jj) The Account Bank shall be entitled to any right, protection, privilege or indemnity afforded to the Backup Servicer under the terms of this Agreement, *mutatis mutandis*. The Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) under the Intercreditor Agreement shall be entitled to any right, protection, privilege or indemnity afforded to the Backup Servicer under the terms of this Agreement as though set forth in their entirety therein, *mutatis mutandis*.

(kk) Computershare Succession. The parties acknowledge and agree that Computershare acquired substantially all of the United States Corporate Trust business of Wells Fargo and succeeded to all of the rights and obligations of Wells Fargo as Account Bank and Backup Servicer under this Agreement and the other Transaction Documents. In connection therewith:

(i) Each of the references to "Wells Fargo" or "Wells Fargo Bank, N.A." in the context of its performance as Account Bank (including in its capacity as "securities intermediary" under the Account Control Agreement) and/or Backup Servicer in any Basic Document (including all forms of agreements included as exhibits or schedules thereto) are

understood to refer to Computershare Trust Company, National Association, as successor to Wells Fargo in such capacities (except where the context otherwise requires).

(ii) All references, if any, in the Basic Documents (including all forms of agreements included as exhibits or schedules thereto) to Computershare being a federal depository institution (including as defined in 12 U.S.C. Section 1813(c) (4) under the Federal Deposit Insurance Act) are deemed to refer to Computershare being a National Bank, as that term is used under the National Bank Act, as amended.

(iii) It is understood and agreed that notwithstanding the use of the term Account Bank in this Agreement and in the other Basic Documents, the Accounts shall be held at a Qualified Institution, which initially shall be Wells Fargo. Computershare, in its capacity as successor Account Bank, administers and maintains each such Account as the “securities intermediary” (within the meaning of Section 8-102(a)(14) of the UCC) thereof, with the sole right of dominion and control thereover and the sole right of withdrawal therefrom.

(iv) The address of Computershare, in each of its capacities, is 1505 Energy Park Drive, St. Paul, MN 55108, Attention: Corporate Trust Services-Asset Backed Administration, Email: xxx@computershare.com.

Section 2.18. Alternate Rate of Interest.

(a) Subject to clauses (b), (c), (d) and (e) of this Section 2.18:

(i) The Administrative Agent determines (which determination shall be conclusive absent manifest error) at any time, that adequate and reasonable means do not exist for ascertaining Daily Simple SOFR; or

(ii) The Administrative Agent is advised by the Required Lenders that at any time, Adjusted Daily Simple SOFR will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans bearing interest by reference to Adjusted Daily Simple SOFR;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark, the Loans shall bear interest at the Alternate Base Rate.

(b) Notwithstanding anything to the contrary herein or in any other Basic Document (and any Hedge Agreement shall be deemed not to be a “Basic Document” for purposes of this Section 2.18), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Basic Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders and the Borrower without any amendment to, or further action or consent of any other party to, this Agreement or any other Basic Document so long as the Administrative

Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders of each affected Class.

(c) Notwithstanding anything to the contrary herein or in any other Basic Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Benchmark Replacement Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Basic Document.

(d) The Administrative Agent will promptly notify the Borrower and the Lenders of (a) any occurrence of a Benchmark Transition Event, (b) the implementation of any Benchmark Replacement, (c) the effectiveness of any Benchmark Replacement Conforming Changes, and (d) the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.18, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Basic Document, except, in each case, as expressly required pursuant to this Section 2.18.

(e) Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, and at all times during the continuation of a Benchmark Unavailability Period, the Loans will bear interest at the Alternate Base Rate.

ARTICLE THREE

SECURITY

Section 3.01. Collateral.

(a) The parties hereto intend that this Agreement constitute a security agreement and the transactions effected hereby constitute secured loans by the Lenders to the Borrower under Applicable Law. As collateral security for the prompt, complete and indefeasible payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Obligations, the Borrower hereby grants to the Administrative Agent, as agent for the Secured Parties, a lien on and security interest in all of the Borrower's right, title and interest in, to and under the following, whether now existing or owned or hereafter arising or acquired by the Borrower (collectively, the "Collateral"):

(i) the Receivables and the related Contracts, (including the right to service the Receivables in connection therewith), and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Receivables) or to become due or received by any Person in payment of any of the foregoing on or after the related Cutoff Date;

(ii) the 2021-1C SUBI, the 2021-1C SUBI Certificate and any related rights, authority, powers and privileges of the holder and the beneficiary thereof under the related Trust Documents, including a beneficial interest in the North Carolina Receivables from time to time allocated to the 2021-1C SUBI, including all monies due and to become due with respect thereto and all proceeds thereof, and all payments and distributions thereunder of whatever kind or character and whether in cash or other property, at any time made or distributable to the Borrower thereunder or in respect thereof, whether due or to become due, including, without limitation, the immediate and continuing right of the Borrower to receive and collect all amounts payable to the holder thereof, and all of the Borrower's rights, remedies, powers, interests and privileges under the Trust Documents (whether arising pursuant to the terms thereof or otherwise available to Borrower), including, without limitation, the right to enforce the Trust Documents, to give or withhold any and all consents, requests, notices, directions, approvals or waivers thereunder and all amounts due and to become due thereunder, whether payable as indemnities or damages for breach thereof;

(iii) (A) the First Tier Purchase Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by Regional Management against each Originator (other than a Bank Originator) under or in connection with the First Tier Purchase Agreement and (B) any Bank Originator Transfer Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by Regional Management against such Bank Originator under or in connection with the Bank Originator Transfer Agreement, if any;

(iv) the Second Tier Purchase Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Regional Management under or in connection with the Second Tier Purchase Agreement;

(v) the Account Collateral;

(vi) all Liquidation Proceeds;

(vii) all Hedge Collateral;

(viii) all Receivable Files, Servicer Files and the Schedule of Receivables, and the documents, agreements and instruments included in the Receivable Files and Servicer Files, including rights of recourse of the Borrower against the related Originators and Regional Management;

(ix) all Records, documents and writings evidencing or related to the Receivables or the Contracts;

(x) all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof), payments and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Receivables, whether pursuant to the related Contracts or otherwise;

(xi) all security interests, Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Receivables and the related Contracts, and any collateral relating thereto;

(xii) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing;

(xiii) any and all other assets of the Borrower including all accounts, deposit accounts, general intangibles, chattel paper, instruments and investment property; and

(xiv) all income, products, accessions and proceeds of the foregoing.

(b) The grant under this Section does not constitute and is not intended to result in a creation or an assumption by any Agent or any of the Secured Parties of any obligation of the Borrower or any other Person in connection with any or all of the Collateral or under any agreement or instrument relating thereto. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under the Contracts to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Administrative Agent of any of its rights in the Collateral shall not release the Borrower from any of its duties or obligations under the Collateral and (iii) no Agent or any Secured Party shall have any obligations or liability under the Collateral by reason of this Agreement, nor shall any Agent or any Secured Party be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(c) Each of the Borrower and the Servicer represents and warrants as to itself that each remittance of Collections by the Borrower or the Servicer to the Administrative Agent or any Lender under this Agreement will have been (i) in payment of a debt incurred by the Borrower in the ordinary course of business or financial affairs of the Borrower and the Servicer and (ii) made in the ordinary course of business or financial affairs of the Borrower and the Servicer or as required under the Basic Documents.

Section 3.02. Release of Collateral; No Legal Title.

(a) At the same time as any Receivable (i) expires by its terms and all amounts in respect thereof have been paid by the related Obligor and deposited into the Collection Account or (ii) has been prepaid in full and all amounts in respect thereof have been paid by the related Obligor and deposited into the Collection Account, the Administrative Agent will automatically release its interest in such Receivable, the related Contract and the related Collateral. In connection with any sale of any property on or after the occurrence of an event described in clauses (i) or (ii) above or in connection with a Defaulted Receivable, after the deposit by the Servicer of the proceeds of the sale or other disposition of the related property into the Collection Account, the Administrative Agent will, at the sole expense of the Servicer, execute and deliver to the Servicer any assignments, bills of sale, termination statements, payoff letters and any other releases and instruments as the Servicer may reasonably request in order to effect the release and transfer of such property; provided, that the Administrative Agent will not make any representation or warranty, express or implied, with respect to any such property in connection with such sale or transfer and assignment. Nothing in this Section shall diminish the Servicer's obligations pursuant to Section 7.03(c) or 7.03(d) with respect to the proceeds of any such sale or other disposition.

(b) Upon (i) a transfer or reallocation of Receivables in connection with a Securitization or (ii) the Facility Termination Date, the Administrative Agent, at the Borrower's expense, upon payment in full of the related Aggregate Unpaid, shall execute and file such partial or full releases or partial or full assignments of financing statements and other documents and instruments as may be reasonably requested by the Borrower to effectuate the release of the relevant portion of the Collateral.

(c) The Administrative Agent will not, except as may result from the exercise of its remedies hereunder, have legal title to any part of the Collateral on the Facility Termination Date and will have no further interest in or rights with respect to the Collateral.

Section 3.03. Protection of Security Interest; Administrative Agent, as Attorney-in-Fact.

(a) The Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all instruments and documents, and take all actions, that may reasonably be necessary, or that the Administrative Agent or any Agent may reasonably deem necessary, to perfect, protect or more fully evidence the security interest granted to the Administrative Agent in the Receivables and the other Collateral, or to enable the Administrative Agent or the Secured Parties to exercise and enforce their rights and remedies hereunder and thereunder.

(b) If the Borrower fails to perform any of its obligations hereunder after five Business Days' notice from any Secured Party, any Secured Party may (but shall not be required to) perform,

or cause performance of, such obligation; and the reasonable costs and expenses incurred by such Secured Party in connection therewith shall be payable by the Borrower as provided in Article Eleven. The Borrower irrevocably authorizes the Administrative Agent and appoints the Administrative Agent, as its attorney-in-fact to act on behalf of the Borrower, (i) to execute or cause to be executed on behalf of the Borrower as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the interest of the Secured Parties in the Receivables and the other Collateral, including financing statements that describe the collateral covered thereby as "all assets of the Borrower whether now owned or existing or hereafter acquired or arising and wheresoever located" and (ii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Receivables and the other Collateral, as a financing statement in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the interests of the Secured Parties in the Receivables and the other Collateral. This appointment is coupled with an interest and is irrevocable.

(c) The Servicer, on behalf of the Borrower, shall deliver to the Administrative Agent, each Agent and the Backup Servicer an electronic data file containing a true and complete list of all such Receivables, identified by account number and principal balance as of the end of the Collection Period ending immediately prior to the initial Funding Date. Such file or list shall be marked as the Schedule of Receivables attached hereto as Schedule C hereto, delivered to the Administrative Agent, each Agent and the Backup Servicer as confidential and proprietary information, and is hereby incorporated into and made a part of this Agreement. The Servicer, on behalf of the Borrower, agrees to deliver to the Administrative Agent at such times as requested by the Administrative Agent in connection with a third-party's request to review the Schedule of Receivables, as provided in the financing statement filed by the Administrative Agent under the UCC, an electronic data file containing a true and complete list of all Receivables, including all Receivables created on or after the initial Cutoff Date, in existence as of the later of (x) the last day of the prior Collection Period, (y) the most recent Funding Date or (z) the most recent Securitization Date by account number and by Principal Balance as of such day or date. Such updated and revised file or list shall be marked as the Schedule of Receivables, delivered to the Administrative Agent, each Agent and the Backup Servicer as confidential and proprietary information, shall replace the previously delivered Schedule of Receivables, and shall be incorporated into and made a part of this Agreement.

Section 3.04. Assignment of the Second Tier Purchase Agreement. The Borrower hereby represents, warrants and confirms to the Administrative Agent that the Borrower has collaterally assigned to the Administrative Agent, for the ratable benefit of the Secured Parties hereunder, all of the Borrower's right and title to and interest in the Second Tier Purchase Agreement. The Borrower confirms that the Administrative Agent shall have the sole right to enforce the Borrower's rights and remedies under the Second Tier Purchase Agreement for the benefit of the Secured Parties, but without any obligation on the part of the Administrative Agent, the Secured Parties or any of their respective Affiliates, to perform any of the obligations of the Borrower under the Second Tier Purchase Agreement. The Borrower further confirms and agrees that such collateral assignment to the Administrative Agent shall terminate upon the Facility Termination Date; provided, however, that the rights of the Secured Parties pursuant to such collateral assignment with respect to rights and remedies in connection with any indemnities and any breach

of any representation, warranty or covenants made by Regional Management pursuant to the Second Tier Purchase Agreement, which rights and remedies survive the termination of the Second Tier Purchase Agreement, shall be continuing and shall survive any termination of such collateral assignment.

Section 3.05. Waiver of Certain Laws. Each of the Borrower, the Backup Servicer and the Servicer agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force in any locality where any part of the Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and each of the Borrower, the Backup Servicer and the Servicer, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such laws, and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclose the security interests granted in this Agreement may sell the Collateral as an entirety or in such parcels as the Administrative Agent or such court may determine.

Section 3.06. Electronic Vault System and Electronic Collateral Control Agreement.

(a) With respect to each Contract that is an Electronic Contract (i) that constitutes Electronic Chattel Paper for which the Authoritative Copy has been communicated to the Administrative Agent or (ii) that does not constitute Electronic Chattel Paper, and in each case is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent, the Administrative Agent is the agent for the Secured Parties exclusively. The Administrative Agent shall hold each such Contract for the exclusive benefit of the Secured Parties and shall make disposition thereof only in accordance with this Agreement or the Electronic Collateral Control Agreement or otherwise pursuant to written instructions furnished by the Required Lenders.

(b) The Servicer shall maintain or cause to be maintained the Electronic Vault so that the Electronic Vault System will place the Required Legend on each page of any perceivable copy of an Electronic Contract; provided, that if a Contract is Exported from the Electronic Vault, the Servicer shall hold such Contract in physical form in accordance with its customary servicing practices and with this Agreement. None of the Administrative Agent, Regional Management Entities or the Trust shall make any changes to the Owner of Record of the Electronic Vault or to the Required Legend on any Electronic Contract, without the prior written consent of the Required Lenders.

(c) The Servicer shall maintain or cause to be maintained each Electronic Contract that constitutes Electronic Chattel Paper such that (i) a watermark on any perceivable rendering of the Authoritative Copy thereof shall read "View of Authoritative Copy," (ii) a watermark on any perceivable rendering of each Electronic Contract that is not a perceivable rendering of the Authoritative Copy thereof shall read "View of Non-Authoritative Copy," and (iii) the Required Legend is placed on each perceivable rendering thereof; provided, that the Servicer shall not be

required to apply any watermark or other notation to any Electronic Contract when such Electronic Contract has expired by its terms or has been paid in full. The Servicer shall cause the Electronic Vault to reflect the name of the applicable Owner of Record as follows: "Regional Management Receivables V, LLC/Regional Management NC Receivables Trust, solely with respect to 2021-1C SUBI". Neither any Regional Management Entity nor the Administrative Agent shall destroy any Electronic Contract nor transfer or cause the transfer or Export of any Electronic Contract except in accordance with the terms hereof and the Electronic Collateral Control Agreement, provided that, for the avoidance of doubt, the Servicer may Export an Electronic Contract in accordance with the terms hereof and the terms of the Electronic Collateral Control Agreement in connection with the release of such Receivable from the lien of this Agreement in accordance with the terms hereof.

(d) The Regional Management Entities shall notify the Lenders in writing as soon as reasonably practicable and in any event within two (2) Business Days after any Responsible Officer thereof receives notice or obtains actual knowledge of: (I) the intent or threat (expressed in writing) of the Electronic Vault Provider to terminate, or the termination of, the Electronic Collateral Control Agreement or the Electronic Vault Services Agreement, (II) receipt of written notice from the Electronic Vault Provider of any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for, any nonpublic or confidential information (including, but not limited to, the access codes of the Electronic Vault Provider or any party hereto) of the Electronic Vault Provider or any party hereto which is maintained in the Electronic Vault and/or any unauthorized intrusions into the Electronic Vault Provider's or any of its subcontractor's facilities or secure systems on or in which any nonpublic or confidential information of the Electronic Vault Provider or any party hereto is maintained, (III) receipt of written notification from the Electronic Vault Provider of any changes to the System Description, which shall include any changes to the Electronic Vault System that are materially inconsistent with the System Description, with respect to the Electronic Vault, (IV) any Integrity Check failure with respect to or any other attempted unauthorized access to or modification or alteration of an Authoritative Copy of an Electronic Contract that constitutes Electronic Chattel Paper which constitutes or evidences a Receivable maintained in the Electronic Vault, (V) any claim of any Person (other than the Administrative Agent) of an interest in an Electronic Contract, (VI) the receipt of written notice of the commencement or the threat in writing of any actions, suits, investigations or proceedings against the Electronic Vault Provider which may materially interfere with (A) the Electronic Vault Provider's provision of the Electronic Vault System or (B) the Borrower's, the Servicer's, the Administrative Agent's or any other Person's access to or use of the Electronic Vault or against the Borrower, the Servicer, the Administrative Agent or otherwise relating to or affecting the Electronic Vault or the Contracts, in any court, or before any arbitrator of any kind, or before or by any Governmental Authority or (VII) the receipt of any other material or adverse written notice from the Electronic Vault Provider. The Administrative Agent shall, upon receipt of notice of any of the foregoing and to the extent such notice has not already been provided by a Regional Management Entity to the Lenders, provide written notice thereof to the Lenders as soon as reasonably practicable.

(e) The Administrative Agent shall appoint only its own personnel (or personnel of its subcontractors) as "Secured Party Authorized Users" in respect of the Electronic Vault and the Contracts contained therein and shall not otherwise permit any Person to have access to thereto other than (1) prior to the delivery of a Notice of Exclusive Control under (and as defined in) the

Electronic Collateral Control Agreement, Approved Parent Authorized Users (as defined in the Electronic Collateral Control Agreement), (2) from and after the delivery of a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement, the Required Lenders and any Person appointed by the Required Lenders as a “Secured Party Administrative User”, (3) personnel of Electronic Vault Provider in connection with providing technical support to any such “Secured Party Authorized Users” and (4) the Required Lenders and their respective agents or representatives in connection with an audit pursuant to Section 7.03(j). The Administrative Agent shall not provide any Person other than the Required Lenders with any right to control the actions of the Administrative Agent under the Electronic Collateral Control Agreement, or any consent or approval rights in respect of the Electronic Collateral Control Agreement or any rights thereunder or any provisions thereof, or permit any other Person to direct the Servicer to take or refrain from taking any action, in each case, which could affect the Contracts.

(f) The Administrative Agent shall not agree to amend, or provide any consents, waivers or directions under, the Electronic Collateral Control Agreement without the prior written consent of the Required Lenders.

(g) Upon the occurrence of (x) an Event of Default, (y) the termination of Electronic Vault Services Agreement or the Electronic Collateral Control Agreement or the delivery of any notice of termination thereunder or (z) a determination by the Administrative Agent or the Required Lenders, each in their reasonable discretion, that the functionality, security, integrity or reliability of the Electronic Vault System (or any portion thereof) is impaired or the Contracts are otherwise adversely affected by any event (including any change in configuration, technology or law) or circumstance with respect to the Electronic Vault Provider, the Administrative Agent, the Electronic Vault System, the Electronic Vault Services Agreement, the Electronic Collateral Control Agreement or Electronic Contracts generally, including, without limitation, adverse claims being asserted therein by the Electronic Vault Provider or other lenders, (1) the Administrative Agent shall, notwithstanding any contrary instruction received from the Regional Management Entities or the Trust, promptly take such reasonable action with respect to the Electronic Contracts and the Electronic Collateral Control Agreement, as the Required Lenders may direct in writing (including, without limitation, Exporting the Contracts maintained within the Electronic Vault System) and (2) the Administrative Agent (acting at the written direction of the Required Lenders) as “Secured Party” under the Electronic Collateral Control Agreement shall deliver a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement.

(i) The Servicer and the Borrower hereby represent and warrant to the Secured Parties as of the date hereof and as of each Funding Date that the Electronic Collateral Control Agreement provides Regional Management a license to use the Electronic Vault System and provides the Administrative Agent exclusive access to the Electronic Vault (except to the extent otherwise expressly set forth herein or in the Electronic Collateral Control Agreement) and the terms thereof are sufficient to permit the Administrative Agent to perform its duties and obligations hereunder and under the Electronic Collateral Control Agreement.

(j) The Servicer and the Borrower hereby represent and warrant to the Secured Parties as of the date hereof and as of each Funding Date that none of the Regional Management Entities

or the Trust has any right of access to the Electronic Vault under the Electronic Collateral Control Agreement without the prior written consent of the Administrative Agent, except in accordance with the terms thereof and the terms of this Agreement.

ARTICLE FOUR

CONDITIONS OF CLOSING AND THE LOANS

Section 4.01. Conditions of Closing and the Initial Loan. The Closing Date shall not occur and no Lender shall be obligated to make any Lender Advance hereunder in respect of the Initial Loan, nor shall any Lender, the Administrative Agent, any Agent or any other party hereto be obligated to take, fulfill or perform any other action hereunder, until the following conditions precedent, after giving effect to the proposed Loan, in each case, have been satisfied or waived in the sole discretion of the Required Lenders:

(a) The Administrative Agent and each Agent shall have received (i) an executed copy of each Basic Document and (ii) such other documents, instruments, agreements and Opinions of Counsel as the Administrative Agent or any Agent shall request in connection with the transactions contemplated by this Agreement, each in form and substance satisfactory to the Administrative Agent or such Agent, as applicable.

(b) The Administrative Agent and each Agent shall have received (i) satisfactory evidence, which may be in the form of an Officer's Certificate or an Opinion of Counsel, that the Borrower, the Servicer, Regional Management and the Backup Servicer have obtained all required consents and approvals of all Persons, including all requisite Governmental Authorities, to the execution, delivery and performance of this Agreement and the other Basic Documents to which each is a party and the consummation of the transactions contemplated hereby or thereby or (ii) an Officer's Certificate or an Opinion of Counsel from each of the Borrower, the Servicer, Regional Management and the Backup Servicer, in form and substance satisfactory to the Administrative Agent and each Agent, affirming that no such consents or approvals are required; it being understood that the acceptance of such evidence, Opinion of Counsel or Officer's Certificate shall in no way limit the recourse of the Administrative Agent or any Secured Party against Regional Management or the Borrower for a breach or Regional Management's as the Borrower's representation or warranty that all such consents and approvals have, in fact, been obtained.

(c) The Borrower and Regional Management shall each be in compliance in all material respects with all Applicable Laws and shall have delivered an Officer's Certificate to the Administrative Agent and each Agent as to such compliance and other closing matters.

(d) The Borrower shall have paid all fees, costs and expenses required to be paid by it on the Closing Date, including all fees required hereunder and under the Fee Letter, and shall have reimbursed each Lender and the Administrative Agent for all fees, costs and expenses of closing the transactions contemplated hereunder and under the other Basic Documents, including the fees and expenses of Chapman and Cutler LLP.

(e) No Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred or would occur as a result thereof.

(f) No Servicer Termination Event or any event that, with the giving of notice or the lapse of time, or both, would become a Servicer Termination Event shall have occurred.

(g) All existing financing statements naming Regional Management, as debtor securing any chattel paper as collateral thereunder shall be terminated, or amended to release such collateral, to the extent such financing statement covers any Receivables that will become Collateral upon its pledge on the Closing Date.

(h) On and as of the Closing Date, each of the Borrower, the Servicer and Regional Management has performed all of the agreements contained in this Agreement and the other Basic Documents to be performed by it.

(i) No Applicable Law shall prohibit, and no order, judgment or decree of any Governmental Authority shall prohibit or enjoin, the making of the Loan by the Lenders in accordance with the provisions hereof.

(j) The Administrative Agent and each Agent shall have received opinions from (i) Alston & Bird with respect to corporate, security interest, true sale and nonconsolidation opinions customarily rendered in connection with the transactions contemplated by the Basic Documents and such other opinions as requested by the Lenders, (ii) Womble Bond Dickinson (US) LLP with respect to corporate opinions for the Originators whose jurisdictions are in the States of South Carolina, Tennessee and Wisconsin, customarily rendered in connection with the transactions contemplated in the Basic Documents, and (iii) Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, with respect to corporate opinions for the Originator whose jurisdiction is in the State of Alabama, customarily rendered in connection with the transactions contemplated in the Basic Documents.

(k) The Lenders shall have completed their “know your customer” and anti-money laundering rules and regulations compliance requirements, including the Patriot Act.

(l) [Reserved].

(m) The Administrative Agent and each Agent shall have received such other approvals, opinions, information or documents as the Administrative Agent or the Lenders may reasonably require.

(n) [Reserved].

Section 4.02. Conditions Precedent to All Loans. The Lenders’ obligation to make any Lender Advance on any Funding Date hereunder shall be subject to the conditions set forth in Section 4.01 and the further conditions precedent that:

(a) With respect to any Loan (including the Initial Loan), the Servicer shall have delivered to the Administrative Agent and each applicable Agent, on or prior to the date of such Loan in form and substance satisfactory to the Administrative Agent and each

Agent, (i) a Funding Request and (ii) in the case of Receivables being added to the Collateral, an updated Schedule of Receivables dated within two Business Days prior to the date of such Loan (other than the Initial Loan, in which case such items shall be dated within two days prior to the date of such Initial Loan) and containing such additional information as may be reasonably requested by the Administrative Agent or an Agent.

(b) On each Funding Date, the following shall be true and correct and the Borrower shall be deemed to have certified that, after giving effect to the proposed Loan and pledge of the Collateral (or as of such other time otherwise specified herein):

(i) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct on and as of such date as though made on and as of such date and shall be deemed to have been made on such date, except to the extent such representations and warranties expressly relate to an earlier date as set forth herein;

(ii) no event has occurred and is continuing, or would result from such transaction that constitutes (i) an Event of Default, Unmatured Event of Default or Facility Amortization Event or (ii) a Servicer Termination Event or any event that with the giving of notice of the lapse of time, or both, would constitute a Servicer Termination Event;

(iii) on and as of such date, after giving effect to such Loan, the amount of such Loan and all Loans Outstanding does not exceed the Borrowing Base (calculated as of the previous Determination Date or, with respect to the initial Funding Date or any Receivables added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date);

(iv) on and as of each such date, the Borrower, the Servicer, each Originator and Regional Management each has performed all of the agreements contained in this Agreement and the other Basic Documents to be performed by it at or prior to such date; and

(v) no Applicable Law shall prohibit, and no order, judgment or decree of any Governmental Authority shall prohibit or enjoin, the making of such Loans by the Lenders in accordance with the provisions hereof.

(c) The Borrower shall have deposited to the Reserve Account an amount of cash such that the Reserve Account Amount is not less than the Reserve Account Required Amount, taking into account the aggregate Principal Balance of the Receivables transferred in connection with such Loan.

(d) The Borrower shall be in compliance with Section 6.03 and with all requirements of any Hedging Agreement required thereby.

(e) The Administrative Agent and each Agent shall have received the Schedule of Receivables and the Schedule of Locations of Books and Records.

(f) On the date of such transaction, the Administrative Agent and each Agent shall have received such other approvals, opinions, information or documents as the Administrative Agent or an Agent may reasonably require.

(g) Subject to Section 2.10(b), the Borrower (directly or through the Servicer and the Subservicers) shall have caused to be deposited into the Collection Account, an amount equal to all Collections received on or in respect of the Receivables transferred in connection with such Loan since the related Cutoff Date.

ARTICLE FIVE

REPRESENTATIONS AND WARRANTIES

Section 5.01. Representations and Warranties of the Borrower. The Borrower represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

(a) Organization and Good Standing. The Borrower has been duly organized, and is validly existing as a limited liability company in good standing under the laws of the State of Delaware, with all requisite power and authority to own or lease its properties and conduct its business as such business is presently conducted, and the Borrower had at all relevant times, and now has all necessary power, authority and legal right to acquire, own, sell and pledge the Receivables and the other Collateral.

(b) Due Qualification. The Borrower is duly qualified to do business and is in good standing as a Delaware limited liability company and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualifications, licenses or approvals (including, as applicable, the origination, purchase, sale, pledge and servicing of the Receivables).

(c) Power and Authority; Due Authorization. The Borrower (i) has all necessary power, authority and legal right to (A) execute and deliver the Borrower Basic Documents, (B) carry out the terms of the Borrower Basic Documents and (C) grant the security interest in the Collateral on the terms and conditions herein provided and (ii) has duly authorized by all necessary limited liability company action the execution, delivery and performance of the Borrower Basic Documents and the grant of the security interest in the Collateral on the terms and conditions herein and therein provided.

(d) Binding Obligation. Each Borrower Basic Document constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(e) No Violation. The execution and delivery of the Borrower Basic Documents, the consummation of the transactions contemplated by the Borrower Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Formation Documents or any Contractual Obligation of the Borrower, (ii) result in the creation or imposition of any Lien upon any of the Borrower's properties pursuant to the terms of any such Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.

(f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the knowledge of the Borrower, threatened against the Borrower, before any Governmental Authority (i) asserting the invalidity of any Borrower Basic Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by the

Borrower Basic Documents or (iii) seeking any determination or ruling that could reasonably be expected to have a Material Adverse Effect.

(g) All Consents Required. All approvals, authorizations, consents, orders, licenses or other actions of any Person or of any Governmental Authority required for the due execution, delivery and performance by the Borrower of the Borrower Basic Documents have been obtained.

(h) Bulk Sales. The execution, delivery and performance of this Agreement do not require compliance with any “bulk sales” act or similar law by the Borrower.

(i) Solvency. The transactions contemplated by the Basic Documents do not and will not render the Borrower not Solvent.

(j) Selection Procedures. No procedures believed by the Borrower to be adverse to the interests of the Lenders were utilized by the Borrower in identifying and/or selecting Receivables to be funded by the related Loans. In addition, each Receivable shall have been underwritten in accordance with and satisfy the standards of the Credit Policy in effect at the time of the origination of such Receivable.

(k) Taxes. The Borrower has filed or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it and all such returns are correct in all material respects. The Borrower has paid or made adequate provisions for the payment of all income Taxes and all material Taxes or assessments made against it or any of its property, income or assets (other than any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Borrower), and no Tax lien has been filed and, to the Borrower’s knowledge, no claim is being asserted, with respect to any such Tax.

(l) Exchange Act Compliance; Regulations T, U and X. None of the transactions contemplated herein (including the use of the proceeds from the Loans and the pledge of the Collateral) will violate or result in a violation of Section 7 of the Exchange Act, or any regulations issued pursuant thereto, including Regulations T, U and X of the Federal Reserve Board, 12 C.F.R., Chapter II. The Borrower does not own or intend to carry or purchase, and no proceeds from the Loans will be used to carry or purchase, any “Margin Stock” within the meaning of Regulation U or to extend “Purchase Credit” within the meaning of Regulation U.

(m) Quality of Title. (i) Each Receivable (other than a Receivable originated by a Bank Originator), together with the Contract related thereto and (ii) the participation interest in each Receivable originated by a Bank Originator, shall, at all times, be owned by the Borrower (or, in the case of the North Carolina Receivables that are not originated by a Bank Originator, the Trust), free and clear of any Lien except for Permitted Liens, and upon the making of the Loan, the Administrative Agent, on behalf of the Secured Parties, shall acquire a valid and perfected first priority security interest in each Receivable (or, (i) in the case of a Receivable originated by a Bank Originator, in each related participation

interests, and (ii) in the case of the North Carolina Receivables, the 2021-1C SUBI Certificate) and, to the extent such a security interest can be perfected by filing a financing statement under the UCC (in the case of the Receivables or, in the case of Receivables originated by a Bank Originator, participation interests therein other than the North Carolina Receivables) or by possession thereof (in the case of the North Carolina Receivables evidenced by the 2021-1C SUBI Certificate), the related Collateral, free and clear of all Liens other than Permitted Liens. No effective financing statement or other instrument similar in effect covering any portion of the Collateral shall at any time be on file in any recording office except such as may be filed in favor of (i) Regional Management in accordance with the First Tier Purchase Agreement, the Bank Originator Transfer Agreement and the First Tier North Carolina Purchase Agreement, (ii) the Borrower in accordance with the Second Tier Purchase Agreement or (iii) the Administrative Agent in accordance with this Agreement.

(n) Security Interest. The Borrower has granted a security interest (as defined in the UCC) to the Administrative Agent, on behalf of the Secured Parties, in the Collateral, which is enforceable in accordance with Applicable Law upon execution and delivery of this Agreement. Upon the filing of UCC-1 financing statements naming the Administrative Agent, as secured party and the Borrower as debtor, the Administrative Agent, on behalf of the Secured Parties, shall have a first priority (except for any Permitted Liens) perfected security interest in the Collateral to the extent such an interest can be perfected by filing a financing statement under the UCC or maintaining such possession. All filings (including such UCC filings) as are necessary in any jurisdiction to perfect such security interest of the Administrative Agent, on behalf of the Secured Parties, in the Collateral have been (or prior to the applicable Loan will be) made.

(o) Reports Accurate. All Monthly Reports, Monthly Loan Tapes and static pool information (if prepared by the Borrower, or to the extent that information contained therein is supplied by the Borrower, such portion supplied by the Borrower), information, exhibits, financial statements, documents, books, records or reports (including the data file indicating characteristics of the Receivables immediately prior to the Closing Date and the data file indicating characteristics of the Subsequent Receivables prior to each subsequent Funding Date) furnished or to be furnished by the Borrower to each Agent, any Secured Party, the Backup Servicer or the Account Bank in connection with this Agreement are true, complete and correct in all material respects as of the dates specified therein or the date so furnished (as applicable).

(p) Location of Offices. The principal place of business and chief executive office of the Borrower and the offices where the Borrower keeps all Records are located at the addresses referred to in Schedule H and have been so for the four months preceding the Closing Date (or at such other locations as to which the notice and other requirements specified in Section 6.02(i) shall have been satisfied).

(q) The Accounts. The Borrower has neither pledged nor assigned, nor entered into a control agreement with respect to either Account, other than in accordance with the terms of this Agreement and the Account Control Agreement. Each Account is a "securities account" under and as defined in the relevant UCC.

(r) Tax Status. The Borrower is a disregarded entity that is wholly owned by a U.S. Person for federal income tax purposes. The Borrower has not elected and will not elect to be treated as a corporation, nor, to its knowledge, has it engaged in any transaction which could result in it becoming treated as a corporation, for United States federal income tax purposes.

(s) Tradenames and Place of Business. (i) The Borrower has no trade names, fictitious names, assumed names or “doing business as” names or other names under which it has done or is doing business and (ii) the principal place of business and chief executive office of the Borrower are located at the address of the Borrower set forth below its name on the signature pages of this Agreement and has been so for the last four months.

(t) Second Tier Purchase Agreement. The Second Tier Purchase Agreement is the only agreement pursuant to which the Borrower purchased the Receivables and the related Contracts.

(u) Value Given. In consideration for the transfer to the Borrower of the Receivables and the related Collateral under the Second Tier Purchase Agreement, the Borrower shall have paid Regional Management an amount equal to the fair market value of the Receivables, and no such transfer shall have been made for or on account of an antecedent debt owed by Regional Management to the Borrower and no such transfer is or may be voidable or subject to avoidance under any Insolvency Law.

(v) Accounting. The Borrower accounts for the transfers to it from Regional Management of the Receivables and related Collateral under the Second Tier Purchase Agreement as true sales/true contributions of such Receivables and related Collateral in its books, records and financial statements, in each case consistent with GAAP and with the requirements set forth herein.

(w) Special Purpose Entity. The Borrower is in compliance with Section 6.02(q).

(x) Confirmation from Regional Management. The Borrower has received in writing from Regional Management confirmation that, so long as the Borrower is not “insolvent” within the meaning of the Bankruptcy Code, Regional Management will not cause the Borrower to file a voluntary petition under the Bankruptcy Code or any other Insolvency Laws. Each of the Borrower and Regional Management is aware that in light of the circumstances described in the preceding sentence and other relevant facts, the filing of a voluntary petition under the Bankruptcy Code for the purpose of making any Receivable or any other assets of the Borrower available to satisfy claims of the creditors of Regional Management would not result in making such assets available to satisfy such creditors under the Bankruptcy Code.

(y) Investment Company Act. The Borrower (i) is not a “covered fund” as defined in the “Volcker Rule” and (ii) is not an “investment company” within the meaning of the Investment Company Act. The Borrower relies on an exclusion from the definition of “investment company” under the Investment Company Act contained in Section 3(c)(4)

of the Investment Company Act, although there may be additional exclusions or exemptions available.

(z) ERISA. Each Pension Plan established or maintained by Borrower or ERISA Affiliate is in compliance with applicable funding requirements under Section 412 of the Code or Section 302 of ERISA, whether or not waived). No prohibited transactions under ERISA or the Code, funding deficiencies under Section 412 of the Code, complete or partial withdrawals under ERISA by a Multiemployer Plan or Reportable Events (as defined in Title IV of ERISA) have occurred with respect to any Pension Plan or a Multiemployer Plan that, in the aggregate, could subject the Borrower or any ERISA Affiliate to any material tax, penalty or other liability. There has been no determination that any Pension Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 and 305 of ERISA. No notice of intent to terminate a Pension Plan established or maintained by Borrower or ERISA Affiliate has been filed, nor has any Pension Plan been terminated under Section 4041(c) of ERISA, nor has the Pension Benefit Guaranty Corporation instituted proceedings to terminate, or appoint a trustee to administer such a Pension Plan and no event has occurred or condition exists that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such Pension Plan. There has been no imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate. None of the assets of the Borrower constitute Plan Assets.

(aa) Accuracy of Representations and Warranties. Each representation or warranty by the Borrower contained herein, in any other Borrower Basic Document or in any certificate or other document furnished by the Borrower pursuant hereto or thereto or in connection herewith or therewith is true and correct in all material respects.

(bb) Representations and Warranties in Second Tier Purchase Agreement. The representations and warranties made by Regional Management to the Borrower in the Second Tier Purchase Agreement are hereby remade by the Borrower on each date to which they speak in the Second Tier Purchase Agreement, as if such representations and warranties were set forth herein. For purposes of this Section, such representations and warranties are incorporated herein by reference as if made by the Borrower to each of the Secured Parties under the terms hereof mutatis mutandis.

(cc) Anti-Money Laundering Laws; Anti-Corruption Laws; Sanctions. None of Borrower nor any of its Affiliates (i) is in violation of any Sanctions, (ii) is a Sanctioned Target, (iii) is controlled by or is acting on behalf of a Sanctioned Target, or (iv) to the best knowledge of Borrower after due inquiry, is under investigation for an alleged breach of Sanctions by a governmental authority that enforces Sanctions. The proceeds of any Loan have not been and will not be used, directly or indirectly, in violation of applicable Sanctions, to fund any operations in, finance any investments or activities in or make any payments to a Sanctioned Target or otherwise in violation of Sanctions, Anti-Corruptions Laws or Anti-Money Laundering Laws. The operations of Borrower are, and have been, conducted at all times in compliance with all applicable Anti-Money Laundering Laws and

Anti-Corruption Laws. No litigation, regulatory or administrative proceedings of or before any court, tribunal or agency with respect to any Anti-Money Laundering Laws or Anti-Corruption Laws have been initiated or (to the best of its knowledge and belief) threatened against each of Borrower or any Affiliates of Borrower.

(dd) Money Services Business. The Borrower is not, nor is required to be registered as, nor will it at any time during the term of this Agreement be, or be required to be registered as, a “Money Services Business” within the meaning of the FinCEN rules at 31 C.F.R. 1010.100(ff).

(ee) Disclosure. The Borrower has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the written reports, financial statements, certificates or other written information (other than general market or economic data) furnished by or on behalf of Borrower to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, it represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time (it being understood that forecasts and projections are subject to contingencies and no assurances can be given that any forecast or projection will be realized).

Section 5.02. Representations and Warranties of the Borrower as to the Receivables. The Borrower represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

(a) Eligibility of Receivables.

(i) As of the Closing Date, (A) Schedule C and the information contained in the Funding Request delivered pursuant to Section 2.01 is an accurate and complete listing in all material respects of the Receivables constituting a portion of the Collateral as of the date of the Initial Loan and the information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (B) each such Receivable is an Eligible Receivable, (C) each such Receivable is free and clear of any Lien of any Person (other than Permitted Liens) and in compliance, in all material respects, with all Applicable Laws and (D) with respect to each such Receivable, all material consents, licenses, approvals or authorizations of or registrations or declarations with any Governmental Authority required to be obtained, effected or given by the Borrower in connection with the origination, purchase and pledge of such Receivable and the related Collateral to the Administrative Agent have been duly obtained, effected or given and are in full force and effect; and

(ii) As of each Funding Date other than the Funding Date on which the Initial Loan is made, the Borrower shall be deemed to represent and warrant that (A) Schedule C and the information contained in the related Funding Request is an accurate and complete listing in all material respects of the Receivables (including the Subsequent Receivables being transferred on such Funding Date) constituting a portion of the Collateral as of the date of the Subsequent Loan and the information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (B) each Subsequent Receivable referenced on the related Funding Request is an Eligible Receivable, (C) each such Subsequent Receivable is free and clear of any Lien of any Person (other than Permitted Liens) and is in compliance in all material respects with all Applicable Laws and (D) with respect to each such Subsequent Receivable, all material consents, licenses, approvals, authorizations, registrations or declarations with any Governmental Authority required to be obtained, effected or given by the Borrower in connection with the origination, purchase and pledge of such Subsequent Receivable and the related Collateral have been duly obtained, effected or given and are in full force and effect.

(b) Security Interest. This Agreement constitutes a grant of a security interest in all Collateral to the Administrative Agent which upon the filing of financing statements in the applicable jurisdictions, shall be a first priority perfected security interest in all Collateral, subject only to Permitted Liens. Until the Facility Termination Date, neither the Borrower nor any Person claiming through or under the Borrower shall have any claim to or interest in any Account Collateral; provided, if this Agreement constitutes the grant of a security interest in such property, except for the interest of the Borrower in such property. The representations and warranties contained in Schedule F are true and correct in all material respects.

Section 5.03. Representations and Warranties of the Servicer. The Servicer represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

(a) Organization and Good Standing. The Servicer and each Subservicer has been duly organized and is validly existing as a corporation or limited liability company, as applicable, in good standing under the laws of the State of its incorporation or formation, as applicable, with all requisite corporate power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to enter into and perform its obligations pursuant to this Agreement and the Servicer had at all relevant times, and now has all requisite corporate power and authority to acquire, own, sell and service the Receivables and the other Collateral.

(b) Due Qualification. Each of the Servicer and each Subservicer is duly qualified to do business and is in good standing as a corporation or limited liability company, as applicable, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property and or the conduct of its business, including the origination and servicing of the Receivables, requires such qualification, licenses or approvals, except where the failure to so qualify could not reasonably be expected to result in a Material Adverse Effect.

(c) Power and Authority; Due Authorization. The Servicer (i) has all necessary power, authority and legal right to (A) execute and deliver the Servicer Basic Documents and (B) carry out the terms of the Servicer Basic Documents and (ii) has duly authorized by all necessary corporate action the execution, delivery and performance of the Servicer Basic Documents.

(d) Binding Obligation. Each Servicer Basic Document constitutes a legal, valid and binding obligation of the Servicer enforceable against the Servicer in accordance with its respective terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(e) No Violation. The execution and delivery of the Servicer Basic Documents, the consummation of the transactions contemplated the Servicer Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Servicer's certificate of incorporation, bylaws or any Contractual Obligation of the Servicer, (ii) result in the creation or imposition of any Lien upon any of the Servicer's properties pursuant to the terms of any such certificate of incorporation, bylaws or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.

(f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the best knowledge of the Servicer, threatened against the Servicer, before any Governmental Authority (i) asserting the invalidity of any Servicer Basic Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by any Servicer Basic Document, (iii) seeking any determination or ruling that could reasonably be expected to have Material Adverse Effect.

(g) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by the Servicer of the Servicer Basic Documents have been obtained.

(h) Solvency. The transactions contemplated by the Basic Documents do not and will not render the Servicer not Solvent.

(i) Taxes. The Servicer has filed or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it and all such returns are correct in all material respects. The Servicer has paid or made adequate provisions for the payment of all income Taxes and all other material Taxes and assessments made against it or any of its property, income or assets (other than any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Servicer), and no tax lien has been filed and, to the Servicer's knowledge, no claim is being asserted, with respect to any such Tax.

(j) Reports Accurate. All Monthly Reports, information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Servicer or any Subservicer to any Agent, any Secured Party, the Backup Servicer or the Account Bank in connection with this Agreement are accurate, true and correct in all material respects as of the date specified therein or the date so furnished (as applicable).

(k) Servicer's Performance. The Servicer has the knowledge, the experience and the systems, financial and operational capacity available to timely perform each of its obligations hereunder.

(l) Compliance with the Collection Policy. The Servicer and each Subservicer has, with respect to the Receivables, complied in all material respects with the Collection Policy.

(m) The Accounts. The Servicer has neither pledged nor assigned, nor entered into a control agreement with respect to, either Account or amounts on deposit therein with or to any other Person except the Administrative Agent and/or the Secured Parties. Each Account is a "securities account" under and as defined in the relevant UCC.

(n) Representations and Warranties in the Second Tier Purchase Agreement. The representations and warranties made by Regional Management in the Second Tier Purchase Agreement are hereby remade by Regional Management on each date to which they speak in the Second Tier Purchase Agreement, as if such representations and warranties were set forth herein. For purposes of this subsection, such representations and warranties are incorporated herein by reference as if made by Regional Management to the Administrative Agent and to each of the Secured Parties under the terms hereof mutatis mutandis.

(o) Anti-Money Laundering Laws, Anti-Corruption Laws and Sanctions. The Servicer has implemented and maintains in effect policies and procedures designed to ensure compliance by the Servicer and its Subsidiaries, directors, officers and employees with all applicable Anti-Money Laundering Laws, Anti-Corruption Laws and Sanctions, and the Servicer, its Subsidiaries and their respective officers and employees and to the knowledge of the Servicer, their directors and agents, are in compliance with Anti-Money Laundering Laws, Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) the Servicer, any Subsidiary or to the knowledge of the Servicer any of their respective directors, officers or employees, or (ii) to the knowledge of the Servicer, any of their respective agents or any Subsidiary that will act in any capacity in connection with or benefit from the facility established hereby, is a Sanctioned Target. No advance, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Money Laundering Laws, Anti-Corruption Laws or applicable Sanctions. The operations of Servicer are, and have been, conducted at all times in compliance with and Anti-Corruption Laws. No litigation, regulatory or administrative proceedings of or before any court, tribunal or agency with respect to any Anti-Money Laundering Laws or Anti-Corruption Laws have been initiated or (to the best of its knowledge and belief) threatened against each of Servicer or any Affiliates of Servicer.

(p) Money Services Business. The Servicer is not, nor is required to be registered as, nor will it at any time during the term of this Agreement be, or be required to be registered as, a “Money Services Business” within the meaning of the FinCEN rules at 31 C.F.R. 1010.100(ff).

(q) Electronic Contract. With respect to each Electronic Contract (or electronically authenticated original record of the executed Contract with respect to Electronic Contracts that do not constitute Electronic Chattel Paper), the Servicer represents that the Administrative Agent holds the Authoritative Copy of such Electronic Contract (or holds the electronically authenticated original record of the executed Contract with respect to Electronic Contracts that do not constitute Electronic Chattel Paper) in the Electronic Vault as pledgee of the Borrower or the Trust, as applicable, for the benefit of the Secured Parties.

Section 5.04. Representations and Warranties of the Backup Servicer. The Backup Servicer represents and warrants as of the Closing Date:

(a) Organization. It has been duly organized, and is validly existing as a national banking association under the laws of the United States, with all requisite power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to execute, deliver and perform its obligations under the Basic Documents to which it is a party.

(b) Power and Authority; Due Authorization. It (i) has all necessary power and authority to execute, deliver and carry out the terms of the Basic Documents to which it is a party and (ii) has duly authorized by all necessary action on its part the execution, delivery and performance of such Basic Documents.

(c) Binding Obligation. Each of the Basic Documents to which it is a party constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(d) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, its organizational documents or any of its Contractual Obligations, (ii) result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such organizational documents or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law, to the extent applicable to Computershare.

(e) No Proceedings. There is no litigation, proceeding or investigation pending or, to its knowledge, threatened against it, before any Governmental Authority (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, (iii) seeking any determination or ruling that

could reasonably be expected to have a Material Adverse Effect (solely with respect to part (iv) of the definition thereof).

(f) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by it of this Agreement have been obtained.

Section 5.05. Repurchase of Certain Receivables.

(a) (i) The Borrower and the Servicer, as applicable, upon obtaining knowledge of a breach of any representation or warranty contained in Section 5.02(a) hereof by the Borrower or the Second Tier Purchase Agreement by Regional Management with respect to such Receivable at the time such representation or warranty was made, shall disclose the identity of the affected Receivables on the next Monthly Report relating to the Collection Period in which such breach was determined. Unless waived by the Required Lenders, the Borrower shall cause Regional Management to (A) cure each such breach in all material respects, such that the representations and warranties contained in Section 5.02(a) or in the Second Tier Purchase Agreement, as applicable, are satisfied with respect to each affected Receivable, (B) reacquire each affected Receivable, for the related Release Price, as provided in the Second Tier Purchase Agreement, or (C) substitute a Substitute Receivable for each such affected Receivable, in each case, by the Payment Date relating to the Collection Period in which the Servicer obtained actual knowledge of the underlying breach with respect to each affected Receivable and (ii) in the event Regional Management has not cured any breach described in Section 5.05(a)(i) by the Payment Date relating to the Collection Period in which the Servicer obtained actual knowledge of the underlying breach with respect to each affected Receivable, Regional Management must repurchase or substitute each such affected Receivable by such date. The Administrative Agent shall be deemed, upon receipt of the Release Price into the Collection Account or upon receipt of a Substitute Receivable in respect of any affected Receivable repurchased or substituted by the Borrower in accordance with the terms hereof, as applicable, to convey to the Borrower, without recourse, representation or warranty, all of its right, title and interest in each such affected Receivable. In any of the foregoing instances, the Borrower shall accept the release of each such affected Receivable from the Administrative Agent, and the aggregate Eligible Receivables Principal Balance shall be reduced by the Principal Balance (as of the end of the most recent Collection Period) of each such affected Receivable and, if applicable, increased by the Principal Balance of each such Substitute Receivable. On and after the date of release, any affected Receivable so released shall not be included in the Collateral and, as applicable, the related Substitute Receivable shall be included in the Collateral. In consideration of a release, the Borrower shall, on the date of release of such affected Receivable, make or cause to be made a deposit of the Release Price to the Collection Account in immediately available funds and/or via an ACH transaction. Upon each release to the Borrower of such an affected Receivable, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Receivable and all future monies due or to become due with respect thereto, all proceeds of such Receivable and Liquidation Proceeds relating thereto, all rights to security for any such Receivable, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Release Price). In connection with the addition of any Substitute Receivable to the Collateral in accordance with the terms of this Section 5.05, the Borrower shall be deemed to have

represented, as of the related date of substitution, that such Substitute Receivable is an Eligible Receivable. The Administrative Agent shall, at the sole expense of the Servicer, execute such documents and instruments of release as may be prepared by the Servicer on behalf of the Borrower and take other such actions as shall reasonably be requested by the Borrower to effect the release of such a Receivable removed from the Collateral pursuant to this subsection. The Borrower shall deliver to the Administrative Agent and each Agent an updated Schedule of Receivables in connection with any such repurchase or substitution hereunder, in accordance with the terms of Section 3.03(c).

(b) [Reserved.]

(c) The Administrative Agent shall have the right to enforce all rights of the Borrower under the Second Tier Purchase Agreement including the right to require Regional Management to repurchase Receivables for breaches of representations and warranties made by Regional Management.

(d) In the event that the Servicer breaches a servicing covenant pursuant to Section 7.03(c)(i), no later than the earlier of (i) knowledge by the Servicer of such event or (ii) receipt by the Servicer from the Administrative Agent, any Lender or the Borrower of written notice thereof, the Servicer shall (A) disclose the identity each Receivable that is adversely affected in any material respect by such breach on the next Monthly Report relating to the Collection Period in which such Receivable was determined adversely affected by such breach and (B) on or before the next Payment Date relating to the Collection Period in which such Receivable was determined adversely affected by such breach, to the extent such breach has not been cured or waived, make a deposit of the Release Price for each such adversely affected Receivable into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Receivable(s), in each case as described in Section 5.05(a).

(e) In the event that the Servicer identifies a third party to purchase a Defaulted Receivable (other than, for the avoidance of doubt, any Receivable required to be repurchased pursuant to Sections 5.05(a) and (d)), the Servicer shall make a deposit of the Defaulted Receivable Release Price for such Defaulted Receivable into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Defaulted Receivable as described in Section 5.05(a) so that the Servicer, on its own behalf, can then sell such Defaulted Receivable to the third party purchaser. Upon the release to the Borrower of such Defaulted Receivable, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Defaulted Receivable and all future monies due or to become due with respect thereto, all proceeds of such Defaulted Receivable and Liquidation Proceeds relating thereto, all rights to security for any such Defaulted Receivable, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Defaulted Receivable Release Price).

(f) The Borrower or the Servicer, as applicable, shall provide written notice to the Administrative Agent, each Lender, the Backup Servicer and each Hedge Counterparty on the Monthly Report of any release of Receivables pursuant to Sections 5.05(a) and (d).

(g) For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, the Servicer's repurchase and/or reallocation obligations with respect to the North Carolina Receivables arising under this Section 5.05 shall be effected pursuant to, and in accordance with, the 2021-1C SUBI Servicing Agreement.

ARTICLE SIX

COVENANTS

Section 6.01. Affirmative Covenants of the Borrower. From the Closing Date until the Facility Termination Date:

(a) Compliance with Laws. The Borrower will comply in all material respects with all Applicable Laws, including those with respect to the Receivables.

(b) Preservation of Existence. The Borrower will preserve and maintain its existence, rights, franchises and privileges in the State of Delaware, and qualify and remain qualified in good standing as a foreign limited liability company in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

(c) Performance and Compliance with Agreements. The Borrower will, at its expense, timely and fully perform and comply (or cause (i) Regional Management to perform and comply pursuant to this Agreement and other Basic Documents to which Regional Management is a party or (ii) each Originator (other than a Bank Originator) to perform and comply pursuant to the First Tier Purchase Agreement) with all provisions, covenants and other promises required to be observed by it under the Basic Documents and the Contracts.

(d) Keeping of Records and Books of Account. The Borrower will (or will direct the Servicer on behalf of the Borrower to) maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables.

(e) Borrower Assets. With respect to each Receivable, the Borrower will: (i) acquire such Receivable pursuant to and in accordance with the terms of the Second Tier Purchase Agreement, (ii) take all action necessary to perfect, protect and more fully evidence the Borrower's ownership of such Receivable, including (A) filing and maintaining effective financing statements (Form UCC-1) listing Regional Management as debtor in all necessary or appropriate filing offices (and will cause Regional Management to obtain similar financing statements from each Originator from which it acquired the Receivables), and filing continuation statements, amendments or assignments with respect thereto in such filing offices and (B) executing or causing to be executed such other instruments or notices as may be necessary or appropriate and (iii) take all additional action that the Administrative Agent or any Lender may reasonably request, including the filing of financing statements (Form UCC-1) listing the Administrative Agent as secured party to perfect, protect and more fully evidence the respective interests of the parties to this Agreement in the Collateral on the Closing Date.

(f) Delivery of Collections. The Borrower will deliver or cause to be delivered to the Servicer for further remittance to the Collection Account promptly (but in no event later than one Business Day after receipt) all Collections received by it.

(g) Separate Existence. The Borrower shall be in compliance with the special purpose entity requirements set forth in Section 6.02(q).

(h) Credit Policy and Collection Policy. The Borrower will cause the Servicer to (i) with respect to each Receivable, comply in all material respects with the Credit Policy and the Collection Policy, as applicable, throughout the life of such Receivable, (ii) furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any change to the Credit Policy or the Collection Policy that may be deemed adverse or material to a Secured Party, and with respect to any adverse change, the Borrower will not allow such change to be put into effect without the prior written consent of the Administrative Agent acting at the direction of the Required Lenders (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five Business Days of their receipt thereof), provided, that the requirements of this subclause (ii) shall not apply to any changes to the Credit Policy and the Collection Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore; and (iii) to the extent the Servicer is Regional Management, furnish to the Administrative Agent and the Lenders revised versions of the Credit Policy and the Collection Policy, as applicable.

(i) Events of Default and Facility Amortization Event. The Borrower will provide the Administrative Agent, each Lender and the Backup Servicer with written notice promptly and in any event within three Business Days after a Responsible Officer of the Borrower obtains knowledge of the occurrence of each Event of Default, Unmatured Event of Default and Facility Amortization Event setting forth the details of such event and the action that the Borrower proposes to take with respect thereto.

(j) Taxes. The Borrower will file or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it. The Borrower will pay when due, cause to be paid when due, or make adequate and timely provisions for the payment when due of all federal Taxes and all other material Taxes and assessments made against it or any of its property (other than any amount of Tax the validity of which the Borrower may contest in good faith by appropriate proceedings, including appeals, and with respect to which the Borrower retains reserves in accordance with GAAP on the books of the Borrower), including those required to meet the obligations of the Basic Documents.

(k) Tax Status. The Borrower shall at all times be a disregarded entity for federal income tax purposes that is wholly owned by a U.S. Person. The Borrower will not elect to be treated as a corporation or enter into any transaction which could reasonably be expected to result in it becoming taxable as a corporation, for U.S. federal income tax purposes.

(l) Use of Proceeds. The Borrower will use the proceeds of the Loans only to acquire the Receivables from Regional Management pursuant to the Second Tier Purchase

Agreement, and Regional Management will use the ultimate proceeds of the Loans only (i) to finance the acquisition of Receivables and (ii) to fund the fees and expenses arising under this Agreement and the other Basic Documents. No part of the proceeds of the Loans will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X.

(m) Reporting. The Borrower will maintain for itself, or cause to be maintained, a system of accounting established and administered in accordance with GAAP and furnish or cause to be furnished to the Administrative Agent, each Lender and each Hedge Counterparty, if any, and, in the case of Monthly Reports, Monthly Loan Tapes and notices of material events, each Lender, the Account Bank and the Backup Servicer:

(i) Monthly Reports and Monthly Loan Tapes. Not later than each Reporting Date, a Monthly Report, a Monthly Loan Tape and such other information as reasonably requested by the Administrative Agent or a Lender.

(ii) Income Tax Liability. Within ten Business Days after the receipt of revenue agent reports or other written proposals, determinations or assessments of the IRS or any other taxing authority which propose, determine or otherwise set forth positive adjustments to the Tax liability of any "affiliated group" (within the meaning of Section 1504(a)(1) of the Code) which equal or exceed \$1,000,000 in the aggregate, telephonic or telecopied notice (confirmed in writing within five Business Days) specifying the nature of the items giving rise to such adjustments and the amounts thereof.

(iii) Tax Returns. Upon demand by the Administrative Agent or a Lender, copies of all federal, State and local Tax returns and reports filed by the Borrower, or in which the Borrower was included on a consolidated or combined basis (excluding sales, use and like taxes).

(iv) Auditors' Management Letters. Promptly after any auditors' management letters are received by the Borrower or by its accountants, which refer in whole or in part to any inadequacy, defect, problem, qualification or other lack of fully satisfactory accounting controls utilized by the Borrower.

(v) Representations. Promptly upon receiving knowledge of same, the Borrower shall notify the Administrative Agent and each Lender if any representation or warranty set forth in Section 5.01 or 5.02 was incorrect at the time it was given or deemed to have been given and at the same time deliver to the Administrative Agent and each Lender a written notice setting forth in reasonable detail the nature of such facts and circumstances. In particular, but without limiting the foregoing, the Borrower shall notify the Administrative Agent and each Lender in the manner set forth in the preceding sentence before any Funding Date of any facts or circumstances within the knowledge of the Borrower which would render any of such representations and warranties untrue at the date when they were made or deemed to have been made.

(vi) ERISA. Promptly, and in any event within 30 days, after a Responsible Officer of the Borrower receives notice or obtains knowledge thereof, the Borrower shall notify the Administrative Agent of the occurrence of an event or condition set forth in Section 5.01(z).

(vii) Proceedings. As soon as possible and in any event within three Business Days after a Responsible Officer of the Borrower receives notice or obtains knowledge thereof, any settlement of, material judgment (including a material judgment with respect to the liability phase of a bifurcated trial) in or commencement of any labor controversy (of a material nature), material litigation, material action, material suit or material proceeding before any Governmental Authority, domestic or foreign, affecting the Regional Management Entities or their Affiliates.

(viii) Notice of Material Events. Promptly upon becoming aware thereof, notice of any other event or circumstance with respect to the Borrower that, in the reasonable judgment of the Borrower, is likely to have a Material Adverse Effect.

(n) Accounting Policy. The Borrower will promptly notify the Administrative Agent and each Lender of any material change in the Borrower's accounting policies that are not otherwise required by GAAP.

(o) Notices Regarding Collateral. The Borrower will advise the Administrative Agent and each Lender in writing promptly, in reasonable detail, of (i) any Lien (other than Permitted Liens) asserted or claim made against a material portion of the Collateral, (ii) the occurrence of a material breach by the Borrower of any of its representations, warranties or covenants contained herein and (iii) the occurrence of any other event which would have a material adverse effect on the security interest of the Administrative Agent on behalf of the Secured Parties in the Collateral or the collectability of all or a material portion of the Receivables or which would have a material adverse effect on the security interests of the Administrative Agent for the benefit of the Secured Parties.

(p) Reports Accurate. All Monthly Reports, Monthly Loan Tapes and static pool information (if prepared by the Borrower, or to the extent that information contained therein is supplied by the Borrower, such portion supplied by the Borrower), information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Borrower to any Agent, any Secured Party and the Backup Servicer in connection with this Agreement will be true, complete and correct in all material respects.

(q) Further Assurances. Promptly upon request by the Administrative Agent, or any Lender, the Borrower will (i) correct any material defect or error that may be discovered in any Basic Document other than a Hedging Agreement or in the execution, acknowledgment, filing or recordation thereof, and with respect to a Hedging Agreement request the relevant Hedge Counterparty to amend the Hedging Agreement to correct any material defect or error that may be discovered therein or in the execution, acknowledgment, filing or recordation thereof, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and register any and all such further acts, deeds,

certificates, assurances and other instruments as the Administrative Agent or any Lender may reasonably require from time to time in order to (A) carry out more effectively the purposes of the Basic Documents, (B) to the fullest extent permitted by Applicable Law, subject the Borrower's properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Basic Documents, (C) perfect and maintain the validity, effectiveness and priority of any of the Basic Documents and any of the Liens intended to be created hereunder and thereunder and (D) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Basic Document or under any other instrument executed in connection with any Borrower Basic Document.

(r) Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(i) The proceeds of any Loan shall not be used, directly or indirectly, for any purpose which would breach any applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(ii) The Borrower shall (i) conduct its business in compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions; and (ii) maintain policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) The proceeds of any Loan hereunder will not, directly or indirectly, be used to lend, contribute, or otherwise made available to any Person (i) to fund any activities or business of or with a Sanctioned Target, in violation of applicable Sanctions, or (ii) be used in any manner that would be prohibited by Sanctions or would otherwise cause Lenders to be in breach of any Sanctions. Borrower shall comply with all applicable Sanctions, and shall maintain policies and procedures reasonably designed to ensure compliance with Sanctions. Borrower shall notify the Lenders in writing not more than five (5) Business Days after becoming aware of any breach of Section 5.01(cc) and 6.01(r).

(iv) The Borrower shall, promptly upon a Lender's reasonable request, deliver documentation in form and substance satisfactory to Lenders which Lenders deem reasonably necessary or desirable to evidence compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(v) The Borrower or one of its Affiliates will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower and its directors, officers and employees with Anti-Corruption Laws.

(s) Other. The Borrower will furnish to the Administrative Agent and each Lender promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower or Regional Management as the Administrative Agent or a Lender may from

time to time reasonably request in order to protect the interests of the Secured Parties under or as contemplated by this Agreement.

(t) Bank Originator Program Documents. The Borrower shall promptly notify the Administrative Agent and the Lenders in writing of the occurrence of any of the following (i) any amendment to any Bank Originator Program Document (to the extent such amendment did not require Administrative Agent approval pursuant to Section 6.05(f) hereof), (ii) the retention by the Servicer or a Bank Originator pursuant to any Bank Originator Program Document of any contractor or service provider to perform subservicing of the Receivables originated by such Bank Originator under such Bank Originator Program Documents, (iii) the breach of any material representation, warranty or covenant under any Bank Originator Program Document, together with a description of such breach, and (iv) the receipt or delivery of a termination notice with respect to the Bank Originator Program or any Bank Originator Program Document, immediately upon such receipt or delivery.

Section 6.02. Negative Covenants of the Borrower. From the Closing Date until the Facility Termination Date:

(a) Indebtedness. The Borrower will not create, incur, assume or permit to exist any Indebtedness except Indebtedness pursuant to this Agreement or the other Basic Documents.

(b) Liens. The Borrower will not create, incur, assume or permit to exist any Lien on any of its property, except for any Permitted Liens and Liens created under this Agreement or the other Basic Documents.

(c) Other Business. The Borrower will not (i) engage in any business other than the transactions contemplated by the Basic Documents, (ii) incur any Indebtedness, obligation, liability or contingent obligation of any kind other than pursuant to this Agreement or any other Basic Document (excluding any incidental expenses incurred by the Borrower in connection with the performance of its obligations under the Basic Documents) or (iii) form any Subsidiary or make any Investments in any other Person.

(d) Receivables Not to be Evidenced by Instruments. The Borrower will take no action to cause any Receivable that is not, as of the Closing Date or the related Funding Date, as applicable, evidenced by an Instrument, to be so evidenced except in connection with the enforcement or collection of such Receivable.

(e) Security Interests. The Borrower will not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on any portion of the Collateral, whether now existing or hereafter transferred hereunder, or any interest therein, and the Borrower will not sell, pledge, assign or suffer to exist any Lien on its interest, if any, hereunder. The Borrower will promptly notify the Administrative Agent and each Lender of the existence of any Lien on any portion of the Collateral and the Borrower shall defend the right, title and interest of the Administrative Agent in, to and under such Collateral, against all claims of third parties; provided, however, that nothing

in this subsection shall prevent or be deemed to prohibit the Borrower from suffering to exist Permitted Liens upon any portion of the Collateral.

(f) The Accounts. The Borrower shall not create or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) and will not enter into any “control agreement” (as defined in the relevant UCC) with respect to either Account other than as set forth in, or permitted pursuant to, this Agreement and the Account Control Agreement.

(g) Mergers, Acquisitions, Sales, Etc. The Borrower will not be a party to any merger or consolidation, or purchase or otherwise acquire all or substantially all of the assets or any stock or membership interests of any class of, or any partnership or joint venture interest in, any other Person, or, other than in compliance with the terms hereof, sell, transfer, convey or lease all or any substantial part of its assets, or sell or assign with or without recourse any portion of the Collateral or any interest therein (other than pursuant hereto).

(h) Distributions. The Borrower shall not declare or pay, directly or indirectly, any dividend or make any other distribution (whether in cash or other property) with respect to the profits, assets or capital of the Borrower or any Person’s interest therein, or purchase, redeem or otherwise acquire for value any of its capital stock now or hereafter outstanding, except that so long as no Event of Default, Unmatured Event of Default or Facility Amortization Event has occurred and is continuing or would result therefrom, the Borrower may declare and pay cash or limited liability company membership interest distributions with funds distributed to the Borrower pursuant to Section 2.07 or Section 2.10(c), subject to Applicable Law.

(i) Change of Name or Location of Receivable Files. The Borrower shall not (i) change its name, form or State of organization or change the location of its principal place of business and chief executive office, and the offices where it keeps the Records from the locations referred to in Schedule D or (ii) move, or consent to the Servicer moving, the Receivable Files (other than any Electronic Contract, which shall be kept in the Electronic Vault) from the location thereof on the Closing Date (other than to another branch of Regional Management within the same State), without the prior written consent of the Required Lenders, provided that such consent may not be unreasonably withheld, and further provided that, the Borrower shall take all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent in the Collateral, subject only to Permitted Liens.

(j) True Sale. Except for purposes of GAAP, the Borrower will not account for or treat the transactions contemplated by the First Tier Purchase Agreement and any Bank Originator Transfer Agreement and the Second Tier Purchase Agreement in any manner other than as the sale, or absolute assignment, of the Receivables (or, in the case of Receivables originated by a Bank Originator, a participation interest in the Receivables) and other Collateral by the Originators to Regional Management (in the case of the First Tier Purchase Agreement and the Bank Originator Transfer Agreement) and by Regional Management to the Borrower (in the case of the Second Tier Purchase Agreement).

(k) ERISA Matters. The Borrower will not (i) assuming that no portion of the Loans are funded or held with Plan Assets, engage or permit any ERISA Affiliate to engage in any prohibited transaction under ERISA or the Code for which an exemption is not available, or has not previously been obtained from the United States Department of Labor, (ii) fail, or permit any ERISA Affiliate to fail, to satisfy the “minimum funding standard” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived, (iii) file, or permit any ERISA Affiliate to file, an application for a waiver of the minimum funding standard pursuant to Section 412(c) of the Code or Section 303(c) of ERISA with respect to any Pension Plan, (iv) incur, or permit any ERISA Affiliate to incur, any liability under Title IV of ERISA with respect to the termination of any Pension Plan, (v) fail, or permit any ERISA Affiliate to fail, to make any payments to a Multiemployer Plan that the Borrower or any ERISA Affiliate may be required to make under the agreement relating to such Multiemployer Plan or any law pertaining thereto or incur a complete or partial withdrawal under ERISA by such Multiemployer Plan, (vi) terminate any Pension Plan so as to result in any liability, (vii) permit to exist any occurrence of any “Reportable Event” described in Title IV of ERISA or (viii) permit the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

(l) Formation Documents; Borrower Basic Documents. Without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), the Borrower will not (i) amend, modify, waive or terminate any provision of its Formation Documents or any other Borrower Basic Document or (ii) permit the Member to amend, modify or terminate its Certificate of Formation or its limited liability company agreement. The Servicer shall provide a copy of each such proposed amendment, waiver or other modification to each Rating Agency, if any.

(m) Changes in Payment Instructions. The Borrower will not add or make any change, or permit the Servicer or any Subservicer to make any change, in its instructions (i) to Obligors regarding payments in respect of the Receivables to be made to the Borrower, the Servicer or any Subservicer in which payments in respect of the Receivables are made and (ii) regarding payments to be made to the Administrative Agent or the Lenders with respect to the Collateral, each unless the Administrative Agent and the affected Lenders have consented to such change and has received duly executed copies of all documentation related thereto, which documentation shall be satisfactory in form and substance to the Administrative Agent and such Lenders; provided that the option to accept ACH payments or debit card payments from the related Obligors will not be deemed a change in payment instructions for purposes of this Section 6.02(m).

(n) Extension or Amendment. The Borrower will not, except as otherwise permitted in Section 7.03(c)(i), extend, amend or otherwise modify, or permit the Servicer to extend, amend or otherwise modify, the terms of any Contract.

(o) Collection Policy. Subject to Sections 6.01(h) and 6.04(j), the Borrower will not materially amend, modify, restate or replace, in whole or in part, the Collection Policy, which change would impair the collectability of the Receivables or otherwise adversely affect the interests or the remedies of the Secured Parties under the Basic

Documents, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five Business Days of their receipt thereof).

(p) No Assignments. The Borrower will not assign or delegate, grant any interest in or permit any Lien (other than Permitted Liens) to exist upon any of its rights, obligations or duties under this Agreement without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders).

(q) Special Purpose Entity. The Borrower will not (nor has it taken any such action in the past):

(i) engage in any business or activity other than the purchase and receipt of Receivables and related assets under the Second Tier Purchase Agreement, the pledge of Receivables and related assets under the Basic Documents and such other activities as are incidental thereto;

(ii) acquire or own any material assets other than (A) the Receivables and related assets under the Second Tier Purchase Agreement, (B) incidental property as may be necessary for the operation of the Borrower and (C) cash generated from the foregoing;

(iii) merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case first obtaining the Administrative Agent's consent (acting at the direction of the Required Lenders);

(iv) elect for the Borrower to be treated, or otherwise knowingly take any action that reasonably could cause Borrower to become taxable, as a corporation for U.S. federal income tax purposes;

(v) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), amend, modify, terminate, fail to comply with the provisions of its Formation Documents or fail to observe corporate formalities;

(vi) own any Subsidiary or make any Investment in any Person, or own any equity interest in any other entity, without the consent of the Administrative Agent (acting at the direction of the Required Lenders), except for the 2021-1C SUBI Certificate with respect to the Trust;

(vii) commingle its assets with the assets of any of its Affiliates, or of any other Person, except to the extent contemplated by this Agreement;

(viii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than Indebtedness to the Secured Parties hereunder or under any other Basic Document or in conjunction with a repayment of the Aggregate Unpaid, except for trade payables in the ordinary course of its business, provided that such debt is not evidenced by a note and paid when due;

(ix) become not Solvent or generally fail to pay its debts and liabilities from its assets as the same shall become due;

(x) fail to maintain its records, books of account and bank accounts separate and apart from those of any other Person; provided, however, that the Borrower may be included in Regional Management's consolidated financial statements for Tax and reporting purposes;

(xi) seek its dissolution or winding up, in whole or in part;

(xii) enter into any contract or agreement with any of its principals or Affiliates or any other Person, except as contemplated by this Agreement upon terms and conditions that are commercially reasonable and intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties other than its Affiliates;

(xiii) fail to correct any known misunderstandings regarding the separate identity of the Borrower from any principal or Affiliate thereof or from any other Person;

(xiv) guarantee, become obligated for, or hold itself out to be responsible for the debt of another Person;

(xv) make any loan or advances to any third party, including any principal or Affiliate, or hold evidence of Indebtedness issued by any other Person (other than Permitted Investments and Contracts);

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that it is responsible for the debts of any third party (including any of its principals or Affiliates);

(xvii) fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(xviii) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable Insolvency Laws or make an assignment for the benefit of creditors;

(xix) hold itself out as or be considered as a department or division of (A) any of its principals or Affiliates, (B) any Affiliate of a principal or (C) any other Person;

(xx) permit any transfer (whether in any one or more transactions) of a direct or indirect ownership interest in the Borrower unless the Borrower delivers to the Administrative Agent and each Lender an acceptable non-consolidation opinion;

(xxi) fail to maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person, or have its assets listed on the financial statement of any other Person; provided, however, that the Borrower may be included in Regional Management's consolidated financial statements for Tax and reporting purposes;

(xxii) fail to pay its own liabilities and expenses only out of its own funds;

(xxiii) fail to pay or cause to be paid the salaries of its own employees, if applicable, in light of its contemplated business operations;

(xxiv) acquire obligations or securities of its Affiliates or stockholders;

(xxv) fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

(xxvi) fail to use separate invoices and checks bearing its own name;

(xxvii) pledge its assets for the benefit of any other Person, other than with respect to payment of the Indebtedness to the Secured Parties hereunder;

(xxviii) fail at any time to have at least one Independent Manager on its board of managers; provided, however, such Independent Manager may be an independent director or manager of another special purpose entity affiliated with Regional Management;

(xxix) fail to provide that the unanimous consent of all managers of the Borrower (including the consent of the Independent Manager) is required for the Borrower to (A) dissolve or liquidate, in whole or part, or institute proceedings to be adjudicated bankrupt or not Solvent, (B) institute or consent to the institution of bankruptcy or Insolvency Proceedings against it, (C) file a petition seeking or consent to reorganization or relief under any Insolvency Law, (D) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Borrower, (E) make any assignment for the benefit of the Borrower's creditors, (F) admit in writing its inability to pay its debts generally as they become due or (G) take any action in furtherance of any of the foregoing, and shall not make any decisions on any such actions during any period in which there is a vacancy in the Independent Manager position (except with

respect to decisions as to the selection of an Independent Manager to fill such vacancy);

(xxx) replace or appoint any Person as an Independent Manager of the Borrower (A) who does not satisfy the definition of an Independent Manager and (B) with less than ten days' prior written notice to the Administrative Agent and each Lender and without an Officer's Certificate of Regional Management that the prospective Independent Manager satisfies the definition of an Independent Manager;

(xxxi) (A) amend, restate, supplement or otherwise modify its Formation Documents in any respect that would impair its ability to comply with the Basic Documents or (B) fail to require in its limited liability company agreement that no Independent Manager may be replaced or appointed with less than ten days' prior written notice to the Administrative Agent and each Lender and a certification by Regional Management that the prospective Independent Manager satisfies the definition of an Independent Manager; and

(xxxii) not take or refrain from taking, as applicable, each of the activities specified in the non-consolidation opinion of Alston & Bird, LLP, dated the Closing Date, upon which the conclusions expressed therein are based.

(r) Residual Interest Conveyance. The Borrower will not transfer any interest or residual interest in (i) its rights to receive amounts pursuant to Section 2.07(a)(xii) or (ii) its membership or other equity interests.

(s) [Reserved].

(t) Additional Collateral. In no event shall Receivables be transferred to the Borrower on or after the Revolving Period Termination Date.

(u) Credit Policy. Subject to Section 6.01(h), the Borrower will not consent to Regional Management's amendment, modification, restatement or replacement, in whole or in part, of the Credit Policy, which change could adversely affect the interests or the remedies of the Secured Parties under the Basic Documents, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five Business Days of their receipt thereof); provided, that the requirements of this clause (u) shall not apply to any changes to the Credit Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore.

(v) Anti-Corruption Laws and Sanctions. The Borrower will not request any Loan, and the Borrower shall not use, nor cause its respective directors, officers, employees and agents use, the proceeds of any Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned

Target, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Section 6.03. Covenant of the Borrower Relating to Hedging.

(a) Unless otherwise directed in writing by the Administrative Agent (acting at the direction of the Required Lenders), the Borrower shall, within ten (10) Business Days of obtaining knowledge of the occurrence of an Interest Rate Hedge Trigger, either enter into one or more Hedge Transactions to hedge the Interest Rate risk with respect to the Loans, which shall be interest rate caps in form and substance reasonably satisfactory (including the notional amount, term and amortization rate (if any) of such Hedge Transaction) to the Administrative Agent, acting at the direction of the Required Lenders, or give the Administrative Agent written notice of its intent not to enter into such a Hedge Transaction. Each such Hedge Transaction shall be entered into with a Hedge Counterparty and governed by a Hedging Agreement. Under the Hedging Agreement, the initial aggregate notional amount of the Hedge Transaction shall equal at least 100% of the Loans Outstanding at that time. For so long as an Interest Rate Hedge Trigger is outstanding, the Borrower shall maintain Hedge Transactions in accordance with this Section 6.03 with an aggregate notional amount that is at least 100% of the Loans Outstanding at any such time.

The Borrower shall deliver to the Administrative Agent and each Lender a copy of all documents related to any Hedging Agreement, including confirmations, schedules and an aggregate notional amortization schedule. The Borrower shall provide each Rating Agency (if any) with notice of any Hedging Agreement that may be entered into as provided in this Section.

(b) As additional security hereunder, the Borrower will collaterally assign to the Administrative Agent for the benefit of the Secured Parties, at the time each Hedging Agreement is entered into, all right, title and interest of the Borrower in the Hedge Collateral. The Borrower acknowledges that, as a result of that assignment, the Borrower may not, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), exercise any rights under any Hedging Agreement or Hedge Transaction, except for the Borrower's right under any Hedging Agreement to enter into Hedge Transactions in order to meet the Borrower's obligations hereunder. Nothing herein shall have the effect of releasing the Borrower from any of its obligations under any Hedging Agreement or any Hedge Transaction, nor be construed as requiring the consent of any Secured Party for the performance by the Borrower of any such obligations.

Section 6.04. Affirmative Covenants of the Servicer. From the Closing Date until the Facility Termination Date:

(a) Compliance with Laws. The Servicer will comply in all material respects with all Applicable Laws, including those with respect to the Contracts, the Receivables and the Receivable Files or any part thereof.

(b) Preservation of Corporate Existence. The Servicer will preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

(c) Obligations and Compliance with Receivables. The Servicer will fulfill and comply with all obligations on the part of the Borrower to be fulfilled or complied with under or in connection with each Receivable and will do nothing to impair the rights of the Administrative Agent in, to and under the Collateral.

(d) Performance and Compliance with Servicer Basic Documents. The Servicer will timely and fully perform and comply with all provisions, covenants and other promises required to be observed by it under the Servicer Basic Documents.

(e) Keeping of Records and Books of Account. The Servicer will maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables, including the Servicer Files, in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables, including the Servicer Files.

(f) Taxes. The Servicer will file all federal tax returns and all other material tax returns that are required to be filed by it and pay any and all Taxes shown on such tax returns and any other material Taxes, including those required to meet the obligations of the Basic Documents; provided, however, that the Servicer shall not be required to pay any such Tax if and so long as the amount, applicability or validity thereof is being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Servicer.

(g) Use of Proceeds. Regional Management will use the monies remitted to it by the Borrower pursuant to the Second Tier Purchase Agreement (*i.e.*, the net proceeds of the Loan) only (i) to finance the acquisition of the Receivables, (ii) to fund the fees and expenses arising under this Agreement and the other Basic Documents and (iii) for general corporate purposes. No part of the proceeds of the Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X.

(h) Preservation of Security Interest. The Servicer will execute and file such financing and continuation statements and any other documents that may be required by any Applicable Law or regulation of any Governmental Authority to preserve and protect fully the security interest of the Administrative Agent in, to and under the Collateral.

(i) Collateral. The Servicer shall (x) deliver or cause to be delivered to the Borrower no later than two Business Day preceding the related Funding Date, as the case may be, the current Schedule of Receivables and (y) with respect to any Receivable, retain

the original Receivable File (provided that Electronic Contracts shall be maintained in the Electronic Vault). Notwithstanding any other provision of this Agreement, the Servicer may release any underlying collateral from the security interest created by the related Receivable when the Servicer deposits into the Collection Account an amount equal to the related Release Price or the entire amount of Liquidation Proceeds and other Collections it has received or expects to receive with respect to such Receivable and such underlying collateral.

(j) Credit Policy and Collection Policy. The Servicer and each Subservicer will comply in all material respects with the Credit Policy and the Collection Policy in regard to each Receivable. The initial Servicer shall furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any change to the Credit Policy or the Collection Policy that may be deemed adverse or material to a Secured Party, and with respect to any adverse change, the initial Servicer will not allow any such change to be put into effect without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five Business Days of their receipt thereof). The initial Servicer will not agree to or otherwise permit to occur any change to the Credit Policy or the Collection Policy, which change would reasonably be expected to impair the collectability of any Receivable or otherwise adversely affect the interests or remedies of the Secured Parties under this Agreement or any other Basic Document, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five Business Days of their receipt thereof). The initial Servicer will cause to be delivered to the Administrative Agent, each Lender and the Backup Servicer a modified Credit Policy and Collection Policy including each change thereto, for inclusion, respectively, as Exhibits D and E. The requirements of this clause (j) shall not apply to any changes to the Credit Policy and the Collection Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore; provided that the Servicer shall provide the Administrative Agent and each Lender with an updated Credit Policy as it relates to the same within a reasonable period of time after the adoption thereof.

(k) Events of Default and Facility Amortization Event. The Servicer will furnish to the Administrative Agent, each Rating Agency (if any), the Backup Servicer, each Lender and Hedge Counterparty, as soon as possible and in any event within three Business Days after the occurrence of each Event of Default, Unmatured Event of Default and Facility Amortization Event, a written statement of its chief financial officer or chief accounting officer setting forth the details of such event and the action that the Servicer proposes to take with respect thereto.

(l) Other. The Servicer will furnish or cause to be furnished to the Administrative Agent and each Lender, promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower, the Servicer or an Originator as the Administrative Agent or a Lender may from time to time reasonably request in order to protect the interests of the Secured Parties under or as contemplated by this Agreement.

(m) Governmental Authority. The Servicer (other than the Backup Servicer in its role as Successor Servicer) shall notify the Administrative Agent, each Agent and each Lender of any material final fines, penalties or sanctions imposed by any Governmental Authority (including the CFPB) against the Originator or its Affiliates within five (5) Business Days of such occurrence.

(n) Losses, Etc. In any suit, proceeding or action brought by the Backup Servicer, the Account Bank or any Secured Party for any sum owing thereto, the Servicer shall save, indemnify and keep each such entity harmless from and against all fees, claims, costs, expense, loss or damage (including attorneys' fees and expenses and court costs) suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Obligor under the Receivables, arising out of a breach by the Servicer of any obligation under the related Receivable or arising out of any other agreement, Indebtedness or liability at any time owing to or in favor of such Obligor or its successor from the Servicer, and all such obligations of the Servicer shall be and remain enforceable against and only against the Servicer and shall not be enforceable against each such entity. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any action, claim or suit) brought by an indemnified party of any indemnification or other obligation of the Servicer. The provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

(o) Notice Regarding Collateral. The Servicer shall advise the Administrative Agent and each Lender in writing promptly, in reasonable detail of (i) any Lien (other than Permitted Liens) asserted or claim made against any portion of the Collateral, (ii) the occurrence of any breach by the Servicer of any of its representations, warranties and covenants contained herein and (iii) the occurrence of any other event which could have a material adverse effect on the security interest of the Administrative Agent on behalf of the Secured Parties in the Collateral or the collectability of all or a material portion of the Receivables, or which could have a material adverse effect on the security interests of the Administrative Agent for the benefit of the Secured Parties.

(p) Realization on Receivables. In the event that the Servicer realizes upon any Receivable, the methods utilized by the Servicer to realize upon such Receivable or otherwise enforce any provisions of such Receivable will not subject the Servicer, the Borrower, any Secured Party, any Agent or the Backup Servicer to liability under any federal, State or local law, and any such realization or enforcement by the Servicer will be conducted in accordance with the provisions of this Agreement, the Collection Policy and Applicable Law.

(q) Accounting Policy. The initial Servicer will promptly notify the Administrative Agent, each Agent and each Lender of any material change in the Servicer's accounting policies.

(r) Additional Information. The Servicer shall, within two Business Days of its receipt thereof, respond to reasonable written directions or written requests for

information that the Backup Servicer, the Account Bank, the Borrower, the Administrative Agent, each Agent or each Lender might have with respect to the administration of the Receivables.

(s) Anti-Corruption Laws. The Servicer will maintain in effect and enforce policies and procedures designed to ensure compliance by the Servicer and each of its Subsidiaries and its or their respective directors, officers and employees with Anti-Corruption Laws.

(t) Additional Covenants. The Servicer will (i) immediately notify the Borrower, the Backup Servicer, the Administrative Agent, each Agent, each Lender and the Account Bank of the existence of any Lien on any portion of the Collateral (other than the Lien of the Administrative Agent and Permitted Liens) if the Servicer has actual knowledge thereof, (ii) defend the right, title and interest of such entities in, to and under the Collateral against all claims of third parties claiming through or under the Servicer, (iii) transfer to the Account Bank for deposit into the Collection Account, all payments received by the Servicer with respect to the Collateral in accordance with this Agreement other than during a Dominion Period or a Report Failure Period, (iv) comply with the terms and conditions of this Agreement relating to the obligation of the Borrower to remove Receivables from the Collateral pursuant to this Agreement and the obligation of Regional Management to reacquire Receivables from the Borrower pursuant to the Second Tier Purchase Agreement, (v) promptly notify the Borrower, the Administrative Agent, each Agent, each Lender, the Backup Servicer and the Account Bank of the occurrence of any Servicer Termination Event and any breach by the Servicer of any of its covenants or representations and warranties contained herein, (vi) promptly notify the Borrower, the Administrative Agent, each Agent, each Lender, the Backup Servicer and the Account Bank of the occurrence of any event which, to the knowledge of the Servicer, would require that the Borrower make or cause to be made any filings, reports, notices or applications or seek any consents or authorizations from any and all Government Authorities in accordance with the relevant UCC as may be necessary or advisable to create, maintain and protect a first priority security interest of the Administrative Agent in, to and on the Collateral, (vii) immediately notify the Backup Servicer if any changes to the Collection Policy or the servicing platform occur and (viii) not impair the rights of the Borrower or the Secured Parties in the Collateral.

(u) Bank Originator Program Documents. The Servicer shall promptly notify the Administrative Agent and the Lenders in writing of the occurrence of any of the following (i) any amendment to any Bank Originator Program Document (to the extent such amendment did not require Administrative Agent approval pursuant to Section 6.05(f) hereof), (ii) the retention by the Servicer or a Bank Originator pursuant to any Bank Originator Program Document of any contractor or service provider to perform subservicing of the Receivables originated by such Bank Originator under such Bank Originator Program Documents, (iii) the breach of any material representation, warranty or covenant under any Bank Originator Program Document, together with a description of such breach, and (iv) the receipt or delivery of a termination notice with respect to the Bank Originator Program or any Bank Originator Program Document immediately upon such receipt or delivery.

Section 6.05. Negative Covenants of the Servicer. From the Closing Date until the Facility Termination Date:

(a) Collection Account; Reserve Account. The Servicer shall not create or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) with respect to the Collection Account or the Reserve Account. The Servicer shall not grant the right to take dominion or “control” (as defined in the relevant UCC) at a future time or upon the occurrence of a future event to any Person with respect to such Collection Account or the Reserve Account.

(b) Mergers, Acquisition, Sales, Etc. The initial Servicer shall not (i) consolidate with or merge into any other Person or (ii) convey or transfer all or substantially all of its assets to any other Person; provided, that the Servicer may (A) merge with another Person if (1)(x) the initial Servicer is the entity surviving such merger or (y) the Person with whom the Servicer is merged into or consolidated assumes in writing all duties and liabilities of the initial Servicer hereunder, (2) the initial Servicer shall have delivered prior written notice of such consolidation, merger, conveyance or transfer to the Administrative Agent and each Lender and (3) immediately after giving effect to such merger, no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing and (B) convey or transfer all or substantially all of its assets to a Person if (1) such Person assumes in writing all duties and liabilities of the Servicer hereunder, (2) the initial Servicer shall have delivered prior written notice of such consolidation, merger, conveyance or transfer to the Administrative Agent and each Lender and (3) immediately after giving effect to such transfer, no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing.

(c) Change of Name or Location of Servicer Files or Receivable Files. The initial Servicer shall not (i) change its name or its State of organization or move the location of its principal place of business and chief executive office from the locations referred to in Schedule D or (ii) move the Receivables (including the Receivable Files or the Servicer Files (other than any Electronic Contract, which shall be kept in the Electronic Vault)) from the locations referred to in Schedule D (other than to another branch of Regional Management within the same State) without the prior written consent of the Required Lenders, provided that such consent may not be unreasonably withheld, and further provided that, the Servicer shall take all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent for the benefit of the Secured Parties, in the Collateral, subject only to Permitted Liens.

(d) Change in Payment Instructions to Obligors. The Servicer will not make any change in its instructions to the Obligors regarding payments to be made to the Borrower, the Servicer or a Subservicer, unless the Administrative Agent (acting at the direction of the Required Lenders) has consented to such change and has received duly executed documentation related thereto, provided that the option to accept ACH payments or debit card payments from the related Obligors will not be deemed a change in payment instructions for purposes of this Section 6.05(d).

(e) Extension or Amendment of Contracts. The Servicer will not, except as otherwise permitted in Section 7.03(c), extend, amend or otherwise modify the terms of any Contract.

(f) Amendment to Bank Originator Program Documents. Without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), which consent shall not be unreasonably withheld or delayed, the Servicer will not materially amend, modify, waive or terminate any provision of the Bank Originator Program Documents.

(g) No Liens. The Servicer shall not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien (other than the Lien created by this Agreement) on the Collateral or any interest therein, the Servicer will notify the Administrative Agent and each Lender of the existence of any Lien on any portion of the Collateral immediately upon discovery thereof (but in no event later than three Business Days after discovery thereof), and the Servicer shall defend the right, title and interest of the Administrative Agent on behalf of the Secured Parties in, to and under the Collateral against all claims of third parties claiming through or under the Servicer.

(h) Anti-Corruption Laws. The Servicer shall not use, nor shall cause its Subsidiaries and its or their respective directors, officers, employees and agents to use, the proceeds of the Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Target, in violation of applicable Sanctions, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(i) Release; Additional Covenants. The Servicer shall not (i) release any underlying collateral securing any Receivable from the security interest granted therein by such Receivable in whole or in part except in the event of payment in full by the Obligor thereunder or upon transfer of such underlying collateral to a purchaser following repossession by the Servicer, (ii) impair the rights of the Borrower, the Administrative Agent or the Secured Parties in the Collateral, (iii) increase the number of Scheduled Payments due under a Receivable except as permitted herein, (iv) prior to the payment in full of any Receivable, sell, pledge, assign, or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on such Receivable or any interest therein, (v) impair the rights of the Borrower or the Secured Parties in the Collateral or (vi) sell, pledge, assign, or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on the Collateral or any interest therein.

(j) Ownership Interest. Regional Management, as Servicer, shall not sell, transfer, convey, assign or pledge any portion of its limited liability company interest in the Borrower without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders).

ARTICLE SEVEN

ADMINISTRATION AND SERVICING OF CONTRACTS

Section 7.01. Designation of Servicing. The Administrative Agent, each Agent, each Lender and the Borrower, at the direction of and on behalf of the Administrative Agent, hereby appoint Regional Management, as Servicer to service, manage, collect and administer each of the Receivables and the other Collateral, and to enforce its respective rights and interests in and under the Collateral and Regional Management hereby accepts such appointment and agrees to perform the duties and responsibilities of the Servicer pursuant to the terms hereof.

Section 7.02. Servicing Compensation. As compensation for its servicing activities hereunder and reimbursement for its expenses, the Servicer shall be entitled to receive the Servicing Fee to the extent of funds available therefor pursuant to Section 2.07. The Servicer shall be further entitled to retain as additional servicing compensation any and all ancillary fees and payments from Obligor, including administrative fees and similar charges allowed by Applicable Law, but excluding extension fees and late fees.

Section 7.03. Duties of the Servicer.

(a) Standard of Care. The Servicer shall take or cause to be taken all such action as may be necessary or advisable to collect each Receivable from time to time, all in accordance with Applicable Law, with reasonable care and diligence and in accordance with the Collection Policy.

(b) Records Held in Trust. The Servicer shall hold in trust for the Borrower and the Secured Parties all records which evidence or relate to all or any part of the Collateral. In the event that a Successor Servicer assumes the servicing responsibilities of the Servicer, the outgoing Servicer shall promptly deliver to the Successor Servicer, and the Successor Servicer shall hold in trust for the Borrower and the Secured Parties, all records which evidence or relate to all or any part of the Collateral.

(c) Collection Practices.

(i) The Servicer shall be responsible for collection of payments called for under the terms and provisions of the Contracts, as and when the same shall become due. The Servicer, in making collection of Receivable payments pursuant to this Agreement, shall be acting as agent for the Secured Parties, and shall be deemed to be holding such funds in trust on behalf of and as agent for Borrower and the Secured Parties. The Servicer, consistent with the Collection Policy, shall service, manage, administer and make collections on the Receivables on behalf of the Borrower and shall have full power and authority to do any and all things which it may deem necessary or desirable in connection therewith which are not inconsistent with this Agreement. The Servicer may in its discretion (1) grant extensions, rebates or adjustments on a Contract in accordance with the Collection Policy and amend or modify any Contract or Receivable and (2) waive any late payment charge or any other fees (not including interest on the Principal Balance of a Receivable) that may be collected in the ordinary course of servicing any Receivable; *provided* that the Servicer shall not modify the APR, the number or amount of the

Scheduled Payments or the Principal Balance unless the Concentration Limits are satisfied after giving effect to such modification and the Servicer shall not extend any Contract unless such extension complies with the Collection Policy, in each case, except if such modification is required by Applicable Law or court order issued pursuant to Insolvency Proceedings involving the related Obligor. The Servicer shall also enforce (A) all rights of the Borrower under the Second Tier Purchase Agreement, including the right to require Regional Management to repurchase Receivables for breaches of its representations and warranties, (B) its rights under the First Tier Purchase Agreement, including the right to require each related Originator (other than a Bank Originator) to repurchase Receivables for breaches of its representations and warranties, (C) its rights under the Bank Originator Program Documents, and (D) its rights under the 2021-1C SUBI Supplement, including the right to require the Initial Beneficiary to repurchase North Carolina Receivables for breaches of its representations and warranties relating to the eligibility of the North Carolina Receivables allocated to the 2021-1C SUBI.

(ii) If the full amount of a Scheduled Payment due under a Receivable is not received within five Business Days after its due date, the Servicer will, in accordance with the Collection Policy, make reasonable and customary efforts to contact the related Obligor. The Servicer shall continue its efforts in accordance with the Collection Policy to obtain such payment from an Obligor whose payment has not been made until the Servicer has determined in its discretion that all amounts due and payable which are collectable on the Receivable have been collected. The Servicer shall use its best efforts, consistent with the Collection Policy, to collect funds on a Defaulted Receivable.

(d) [Reserved].

(e) Subservicers.

(i) The Servicer may at any time and from time to time delegate in the ordinary course of business any or all of its duties and obligations hereunder to one or more Subservicers; provided, however, that (A) each initial Subservicer shall only be responsible for servicing Receivables in the State in which it is located and (B) notwithstanding any other provision of this Agreement, the Servicer shall at all times remain responsible for the performance of such duties and obligations. The identity of each Subservicer shall be listed on Schedule E. The Servicer shall provide a copy of each amendment or modification of Schedule E to each Rating Agency, if any.

(ii) The Servicer or any Subservicer may at any time and from time to time engage a Third Party Service Provider to fulfill its duties and obligations with respect to collection activities; provided, however, that notwithstanding any other provision of this Agreement, with respect to the performance of such duties and obligations by such Third Party Service Provider, the Servicer shall at all times remain responsible for the performance of such duties and obligations by such Third Party Service Provider and shall require such Third Party Service Provider to perform such duties and obligations in accordance with the Collection Policy and Applicable Law. The identity of each Third Party Service Provider shall be

provided to the Administrative Agent in advance of the appointment of such Third Party Service Provider (which notice, for the avoidance of doubt, may be provided by email).

(f) Fidelity Bond/Insurance. The Servicer represents, warrants and covenants that it has obtained and shall continue to maintain in full force and effect a fidelity bond or comparable insurance in such form and amount as is customary for prudent servicers acting as custodian of funds and documents in respect of consumer contracts similar to the Receivables on behalf of institutional investors. All insurance maintained by the initial Servicer pursuant to this section shall name the Borrower as an additional insured.

(g) Business Continuity and Disaster Recovery Plan. Servicer shall, at its own expense, design, implement, and maintain a business continuity and disaster recovery program and viable response and recovery capabilities for the services provided hereunder. As part of its periodic assessment of availability risks, Servicer shall consider the need for geographic diversification of document storage, software/data backup storage, and workplace and systems recovery, as described in the Federal Financial Institutions Examination Council's Business Continuity Planning IT Examination Handbook. At a minimum, Servicer's core processing facilities and operations will include full weekly backup and daily incremental backup to ensure minimal exposure to systems failure. Servicer will make commercially reasonable efforts to ensure the continuity of operations. Upon request of Administrative Agent, Servicer shall provide a copy of its business continuity and disaster recovery program summary. Servicer shall regularly, but no less than annually, test its business continuity and disaster recovery capabilities. Servicer shall update its plans in a timely manner. In the event of a natural or other disaster beyond Servicer's control that interrupts Servicer's performance of any services described hereunder for any period, Servicer shall respond to such disaster in a commercially reasonable time period in accordance with the procedures contained in the business continuity and disaster recovery plans in order to resume performance of such services.

(h) Security Interests. The Servicer shall, at the direction of the Borrower, the Administrative Agent or a Lender, take any action reasonably necessary to preserve and protect the security interests of the Borrower and the Secured Parties in the Receivables, including any action specified in any Opinion of Counsel delivered to the Servicer.

(i) Realization on Underlying Collateral Securing Receivables. The Servicer warrants, represents and covenants that in the event that the Servicer or any Subservicer realizes upon any underlying collateral securing a Receivable, the methods utilized to realize upon such Receivable or otherwise enforce any provisions of the related Contract, will not subject the Servicer, the Borrower or any Secured Party to liability under any federal, State or local law, and that such enforcement by the Servicer or a Subservicer will be conducted in accordance with the provisions of this Agreement, the Collection Policy and Applicable Law.

(j) Recordkeeping. The Servicer shall:

(i) maintain legible copies (in electronic or hard-copy form, in the discretion of the Servicer) or originals (if applicable) of all documents in the Servicer File with respect to each Receivable and the underlying collateral related thereto; and

(ii) keep books and records, reasonably satisfactory to the Administrative Agent, pertaining to each Receivable and make periodic reports in accordance with this Agreement; such records may not be destroyed or otherwise disposed of except as provided herein and as allowed by Applicable Law, all documents, whether developed or originated by the Servicer or not, reasonably required to document or to properly administer any Receivable shall remain at all times the property of the Borrower and shall be held in trust by the Servicer; the Servicer shall not acquire any property rights with respect to such records, and shall not have the right to possession of them except as subject to the conditions stated in this Agreement; and the Servicer shall bear the entire cost of restoration in the event any Servicer File shall become damaged, lost or destroyed while in the Servicer's possession or control.

(k) Inspection and Annual Due Diligence Reports.

(i) (A) The Servicer shall also permit each Secured Party, each Agent and the Backup Servicer, upon five Business Days' prior notice and during regular business hours (provided that from and after the occurrence of any Event of Default, Unmatured Event of Default or Facility Amortization Event, the foregoing notice shall not be required to be given), to periodically, at the discretion of the Secured Parties or the Backup Servicer, as applicable, review the collection and administration of the Receivables by the Servicer and the Subservicers in order to assess compliance by the Servicer and the Subservicers with the Collection Policy and this Agreement and conduct an audit of the Receivables and Receivable Files, including, without limitation, the Electronic Contracts and the Electronic Vault, in conjunction with such a review. Such review may include tours of the facilities of the Servicer and the Subservicers and discussions with their respective managements. If no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing, the Secured Parties, the Backup Servicer, each Agent or their respective agents or representatives shall only be entitled to conduct, and the Servicer shall permit them to conduct, three such reviews pursuant to this Section 7.03(k) during any 12-month period beginning on the Closing Date and on each anniversary thereof; provided, that if an Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing, there shall be no limit on the number of such reviews any Secured Party, any Agent, the Backup Servicer or their respective agents or representatives shall be entitled to conduct. (B) It is anticipated that each review by any Secured Party, any Agent, the Backup Servicer or their respective agents or representatives will be a full operational, legal, compliance and collateral audit and will verify among other items, the existence of Collateral, cash application and aging and eligibility, will include a litigation and regulatory review, and will confirm that internal ratings actually applied conform to underwriting standards. Each audit by the Administrative Agent (or its designee) will also include a sample review (which may include, without limitation, tape-to-file or similar audits or reviews) of no fewer than 200 Receivable Files and Servicer Files to check the accuracy of information provided by the Borrower, the Servicer or the Subservicers. Neither the foregoing nor any other provision of this Agreement shall be construed to give rise to a right, expectation or other entitlement on the part of any Person to inspect, examine, access or visit any Computershare data center, Computershare computer system or other secure Computershare facility, including at any such time that Computershare may be serving as Successor Servicer; provided, that for the avoidance of

doubt, Computershare, in its capacity as Successor Servicer, shall provide copies of the applicable files requested to permit the Administrative Agent to complete its inspection.

(ii) Upon the request of the Administrative Agent, any Agent or any Lender, which request may be made up to once per year; provided that such request is made before November 30th of the year of the request, the Servicer will deliver to the Administrative Agent and each Agent, on or before March 31st of the year following such request, beginning in March 2022, a copy of a report prepared by a firm of independent certified public accountants or third party due diligence provider acceptable to the Required Lenders, who may also render other services to the Servicer or any of its Affiliates, addressed to the board of directors of the Servicer or any of its Affiliates, the Administrative Agent and the Agents and dated during the current year, to the effect that such firm has examined the policies and procedures of the Servicer and the Subservicers and issued its report thereon and expressing a summary of findings (based on certain procedures performed on the documents, records and accounting records that such accountants considered appropriate under the circumstances, which are acceptable to the Required Lenders) relating to the servicing of the Receivables and the administration of the Receivables (including the preparation of the Monthly Reports, the Monthly Loan Tapes, the static pool information and such other information as may reasonably be requested by the Required Lenders) during the preceding calendar year (or such longer period in the case of the first report) and that such servicing and administration was conducted in compliance with the terms of this Agreement, except for (i) such exceptions as such firm shall believe to be immaterial and (ii) such other exceptions as shall be set forth in such report and that such examination (a) was performed in accordance with standards established by the American Institute of Certified Public Accountants or another standard acceptable to the Required Lenders and (b) included tests relating to consumer loans serviced for others in accordance with the requirements of any program under which the Servicer customarily provides such reporting to other warehouse lenders similarly situated, which may include Uniform Single Attestation Program for Mortgage Bankers, SSAE 16 reports or comparable reports to the extent the procedures in such program are applicable to the servicing obligations set forth in this Agreement. Notwithstanding the foregoing, to the extent that in connection with public offerings, Regulation AB under the Securities Act requires the delivery of an annual attestation of a firm of independent public accountants with respect to the assessment of servicing compliance with specified servicing criteria of the Servicer stating, among other things, that the Servicer's assertion of compliance with the specified servicing criteria is fairly stated in all material respects, or the reason why such an opinion cannot be expressed, the delivery of a copy of such an attestation to the Administrative Agent and the Agents shall be deemed to satisfy the provisions of this Section. Such report shall also indicate that the firm is "Independent" of the Servicer and its Affiliates within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants. In the event such independent certified public accountant or third party due diligence provider, as applicable, requires the Backup Servicer, or the Account Bank to agree to the procedures to be performed by such firm in any of the reports required to be prepared pursuant to this Section, the Servicer shall direct the related party in writing to so agree; it being understood and agreed that the Backup Servicer and the Account Bank will deliver any such letter of agreement in conclusive reliance upon the direction of the Servicer, and the Backup Servicer and the Account Bank

have not made any independent inquiry or investigation as to, and shall have no obligation or liability in respect of, the sufficiency, validity or correctness of such procedures.

(iii) The Servicer shall reimburse the Secured Parties, the Agents and the Backup Servicer for all reasonable fees, costs and expenses incurred by or on behalf of the Secured Parties, the Agents or the Backup Servicer in connection with the foregoing actions set forth and described in clauses (i) and (ii) of this Section 7.03(k) in each case, promptly upon receipt of a written invoice therefor, which invoices in any one year may not exceed, in the aggregate, \$75,000 for all reasonable fees, costs and expenses described in clauses (i) and (ii) of this Section 7.03(k) (unless an Event of Default has occurred, following which such expenses will not be so capped).

(l) Custody of Receivable Files.

(i) Custody. The Borrower, upon the execution and delivery of this Agreement, hereby revocably appoints the Servicer, and the Servicer hereby accepts such appointment, to act as the agent (solely in its capacity as Servicer under the Basic Documents) of the Borrower for the benefit of the Secured Parties, solely in the Servicer's capacity as custodian of the Receivable File.

(ii) Safekeeping of Contracts. The Servicer, in its capacity as custodian, or a Subservicer appointed by the Servicer as subcustodian pursuant to paragraph (l)(v) below, shall hold the Receivable Files (including any original physical Contract) (or, in the case of Convenience Checks, in physical or electronic form) for the benefit of the Borrower and the Secured Parties, as pledgee of the Borrower or the Trust, as applicable; *provided that*, that the Servicer, in its capacity as custodian, shall ensure that the Electronic Contracts are maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent (for the benefit of the Secured Parties) in the Electronic Vault; provided further that if a Contract is Exported from the Electronic Vault, the Servicer in its capacity as custodian shall hold such Contract in physical form in accordance with its customary servicing practices and with this Agreement. The Electronic Vault will be controlled by the Servicer in its capacity as custodian hereunder. In performing its duties as custodian, the Servicer shall act in accordance with its customary servicing practices. The Servicer will promptly report to the Borrower, the Administrative Agent and the Lenders any failure on its part (or, if applicable, a subcustodian's part) to hold any portion of the Receivable Files (including Electronic Contracts, but not including any Convenience Checks) and maintain its account, records, and computer systems as herein provided or promptly take appropriate action to remedy any such failure. Nothing herein will be deemed to require an initial review or any periodic review by the Borrower, the Administrative Agent or the Secured Parties of the Receivable Files. The Servicer may, in accordance with its customary servicing practices, maintain all or a portion of a Receivable File in electronic form in the Electronic Vault and/or maintain custody of all or any portion of a Receivable File with one or more Persons to whom the Servicer has delegated responsibilities in accordance with Section 7.03(e). The Servicer will maintain each Receivable File in the United States (it being understood that (i) the Receivable Files, or any part thereof, may be maintained at the offices of any Person to whom the Servicer has delegated responsibilities in accordance with Section 7.03(e) and (ii) Electronic Contracts

shall be maintained in the Electronic Vault). The Servicer will make available to the Administrative Agent and each Lender or their duly authorized representatives, attorneys or auditors a list of locations of the Receivable Files upon reasonable request.

(iii) Effective Period and Termination. The Servicer's appointment as custodian with respect to any Receivable shall become effective as of the Cutoff Date for such Receivable and will continue in full force and effect until terminated pursuant to this paragraph. If Regional Management resigns as Servicer in accordance with the provisions of this Agreement or if all of the rights and obligations of the Servicer have been terminated under Section 7.13, the Administrative Agent (acting at the direction of the Required Lenders) shall terminate the appointment of the Servicer as custodian hereunder in the same manner as it may terminate the rights and obligations of the Servicer under Section 7.13. Upon the resignation or termination of the Servicer in accordance with this Agreement, the Servicer shall cause to be transferred to the Backup Servicer control of the Electronic Contracts in the Electronic Vault to the extent the Backup Servicer becomes the Successor Servicer in accordance with this Agreement, or another Successor Servicer. In the event that the Backup Servicer becomes the Successor Servicer in accordance with this Agreement or a Successor Servicer, as applicable, is appointed, the outgoing Servicer shall promptly transfer to the Backup Servicer or a Successor Servicer, as applicable, in such manner and to such location as the Backup Servicer or a Successor Servicer, as applicable, shall reasonably designate, all of the Receivable Files in its possession; provided, however, if the Backup Servicer is the Successor Servicer, (i) the Backup Servicer shall notify the Electronic Vault Provider of the transfer of servicing responsibilities to the Backup Servicer as Successor Servicer, and (ii) the initial Servicer shall promptly transfer possession of the Electronic Vault to the Backup Servicer as Successor Servicer, it being agreed by the Servicer that it shall reasonably cooperate with the Backup Servicer with respect to effecting any such notification or transfer.

(iv) Establishment of Imaging System. Other than with respect to any Electronic Contract, the Servicer shall maintain an imaging system through which the original physical Receivable File and, with respect to any Hard Secured Receivable, the original physical certificate of title (if such certificate of title was issued in physical and not electronic form), if any, with respect to the Titled Asset securing such Hard Secured Receivable may be imaged and captured through a standalone PDF, or another electronic medium, and validated through an internal, controlled process with images captured, stored and identifiable at a central location as a backup to physical documentation, provided, that any certificates of title that are issued electronically are not imaged and stored pursuant to this clause (iv) but are maintained by a third party electronic title lienholder. For the avoidance of doubt, the related image of a Contract that is an Electronic Contract will be stored in the Electronic Vault and will not be retained by the Servicer.

(v) Subcustodian. The initial Servicer, in its capacity as custodian, may appoint a Subservicer as subcustodian with respect to any Receivable File pursuant to Section 7.03(e). In the event that the initial Servicer, in its capacity as custodian, is terminated in such capacity hereunder, each subcustodian will be terminated as subcustodian for each Receivable with respect to which it is then acting in such capacity. The identity of each

Subcustodian shall be listed on Schedule E. The Servicer shall provide a copy of each amendment or modification of Schedule E to each Rating Agency, if any

Section 7.04. Collection of Payments.

(a) Payment Instructions. On or before the Closing Date with respect to the Initial Receivables and on or before the relevant Funding Date with respect to the Subsequent Receivables, the Servicer and each Subservicer shall have instructed all related Obligor to make all payments in respect of the related Receivables directly with the Servicer or such Subservicer.

(b) Establishment of the Accounts. The Servicer shall cause to be established or establish, on or before the Closing Date, and maintained in the name of the Administrative Agent, for the benefit of the Secured Parties, with the Account Bank, (i) the Collection Account and (ii) the Reserve Account, in each case over which the Administrative Agent shall have sole dominion and control and from which neither the Servicer nor the Borrower shall have any right of withdrawal, except as otherwise set forth in the Account Control Agreement. The Borrower will be required to pay all reasonable fees and expenses owing to the Account Bank in connection with the maintenance of the Accounts for its own account and shall not be entitled to any payment therefor. Following the Facility Termination Date, the Account Bank shall terminate the Accounts.

Each of the Reserve Account and the Collection Account is a “securities account” within the meaning of Section 8-501 of the UCC:

(i) the Account Bank shall comply with any order or instructions (each, an “Order”) from the Administrative Agent directing transfer or redemption of any financial asset credited to such account without further consent by the Borrower, Regional Management, the Servicer or any other person;

(ii) the Account Bank shall treat any investment property, financial assets, securities, instruments, general intangibles or other property credited to any such account as “financial assets” within the meaning of Section 8-102(a)(9) of the UCC; and

(iii) securities or financial assets credited to the Reserve Account or the Collection Account, as applicable, shall be registered in the name of the Account Bank, indorsed to the Account Bank or in blank or credited to another securities account maintained in the name of the Account Bank and in no case will any financial asset credited to the Reserve Account or the Collection Account, as applicable, be registered in the name of the Borrower or the Servicer, payable to the order of the Borrower or the Servicer, or specially indorsed to the Borrower or the Servicer, except to the extent the foregoing have been specially indorsed to the Account Bank or in blank.

Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the Account Bank’s jurisdiction and the Reserve Account and the Collection Account (as well as any securities entitlements related thereto) shall be governed by the laws of the State of New York.

(c) Adjustments. If the Servicer, directly or through a Subservicer, makes (i) a deposit into the Collection Account in respect of a collection of a Receivable and such collection was

received by the Servicer in the form of a check that is not honored for any reason or (ii) a mistake with respect to the amount of any collection and deposits an amount that is less than or more than the actual amount of such collection, the Servicer shall appropriately adjust the amount subsequently deposited into the Collection Account to reflect such dishonored check or mistake. Any Scheduled Payment in respect of which a dishonored check is received shall be deemed not to have been paid.

Section 7.05. Payment of Certain Expenses by the Initial Servicer. The initial Servicer will be required to pay all expenses incurred by it in connection with its activities under this Agreement, including the fees and disbursements of independent certified public accountants and third party due diligence providers, Taxes imposed on the Servicer, expenses incurred in connection with payments and reports pursuant to this Agreement, fees and expenses of Subservicers (including monthly compensation for acting as Subservicers) and agents of the Servicer and all other fees and expenses not expressly stated under this Agreement for the account of the Borrower. The initial Servicer shall be required to pay such expenses for its own account and shall not be entitled to any payment therefor other than the Servicing Fee.

Section 7.06. Reports.

(a) Monthly Reports; Monthly Compliance Statements; Monthly Loan Tapes. On each Reporting Date, the Servicer will provide to the Borrower, the Administrative Agent, each Rating Agency, if any, each Agent, each Lender, each Hedge Counterparty, the Backup Servicer and the Account Bank (i) a Monthly Report, (ii) a Monthly Loan Tape and (iii) an Officer's Certificate, dated as of related Determination Date, stating that (A) a review of the activities of the Servicer and the Subservicers during such Collection Period (or since the Closing Date in the case of the first such Officer's Certificate) and of its performance under this Agreement has been made under such officer's supervision and (B) to the best of such officer's knowledge, based on such review, the Servicer and the Subservicers have fulfilled all of their respective obligations under this Agreement throughout such Collection Period (or such longer period in the case of the first such Officer's Certificate), or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof.

(b) Financial Statements. In the event the initial Servicer is no longer subject to the periodic and current reporting requirements of Section 13 or 15(d) of the Exchange Act, the initial Servicer will submit to the Administrative Agent and each Lender, (i) within 45 days of the end of each of its fiscal quarters, its unaudited consolidated financial statements (including an analysis of delinquencies and losses on the Receivables for each fiscal quarter) as of the end of each such fiscal quarter and (ii) within 120 days of the end of each of its fiscal years, its audited consolidated financial statements (including an analysis of delinquencies and losses on the Receivables for each fiscal year describing the causes thereof and sufficient to determine whether an Event of Default or Servicer Termination Event has occurred or is reasonably likely to occur and otherwise reasonably satisfactory to the Administrative Agent) as of the end of each such fiscal year; provided that such financial statements are in public company reporting format under the Exchange Act.

(c) Static Pool Information. The initial Servicer will provide to the Administrative Agent and each Agent in regard to vintage originations, upon request (i) static pool gross and net

loss history, (ii) static pool defaulted receivable recovery rates, (iii) static pool origination characteristics and (iv) any additional static pool information reasonably requested by the Administrative Agent or an Agent.

Section 7.07. Annual Statement as to Compliance. The Servicer shall deliver to the Administrative Agent and each Agent on or before March 31st of each year, beginning in 2022, an Officer's Certificate, dated as of the preceding December 31st, stating that (i) a review of the activities of the Servicer during the preceding 12-month period (or since the Closing Date in the case of the first such Officer's Certificate) and of its performance under this Agreement has been made under such officer's supervision and (ii) to the best of such officer's knowledge, based on such review, each of the Servicer and the Subservicers have fulfilled all their respective obligations under this Agreement throughout such year (or such shorter period in the case of the first such Officer's Certificate), or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof.

Section 7.08. [Reserved].

Section 7.09. Rights Prior to Assumption of Duties by Successor Servicer.

(a) On or before each Reporting Date, the Servicer shall deliver to the Backup Servicer an electronic file containing all information necessary to allow the Backup Servicer to review the Monthly Report related thereto and determine the following: (i) that such Monthly Report is readable and contains all information necessary for the Backup Servicer to complete its duties herein. The Backup Servicer shall, within two Business Days after receipt of the electronic file referred to in the preceding sentence, load such electronic file, confirm such computer tape or diskette is in readable form and (A) verify the following based solely on information contained in the electronic file: the aggregate Principal Balance of all Receivables as of the most recent Determination Date, the Annualized Charge-off Ratio, the Delinquency Ratio (60+ Days) and the Extension Ratio as of the related Determination Date, (B) based solely on a recalculation of information contained in the Monthly Report confirm the following: Servicing Fee, Backup Servicing Fee, Account Bank Fee, Monthly Principal Payment Amount, the amount due to the Reserve Account pursuant to 2.07(a)(vi), the amount due to the Lender pursuant to 2.07(a)(vii), the remaining amount due to the Borrower pursuant to 2.07(a)(xiii), Borrowing Base, as of the related Reporting Date (calculated as of the related Determination Date, or, with respect to Receivables added to the Collateral following such Determination Date, but prior to the date of such Monthly Report, the related Cutoff Date), (C) based solely on the records of the Account Bank confirm the following: the Reserve Account Amount as of the related Determination Date, each as set forth in the Monthly Report. In the event of any discrepancy between the information set forth in the two foregoing sentences, as determined or calculated by the Servicer, from that determined or calculated by the Backup Servicer, the Backup Servicer shall notify the Servicer of such discrepancy on or before the close of business on the Business Day immediately preceding the related Payment Date and, if by the Business Day following receipt by the Servicer of such notice, the Backup Servicer and the Servicer are unable to resolve such discrepancy, the Backup Servicer shall promptly notify the Administrative Agent and the Agents of such discrepancy. The Backup Servicer shall provide a certificate signed by an Officer of the Back-up Servicer in form and substance satisfactory to the Backup Servicer, the Administrative Agent, the Agents and the Servicer, to the Administrative Agent, the Agents and the Servicer, on or before the close of

business on the Business Day immediately preceding the related Payment Date, stating that the duties of the Backup Servicer in this Section 7.09(a) have been performed. The Backup Servicer, in its capacity as such, shall not be responsible for delays attributable to the Servicer's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Backup Servicer. Notwithstanding the foregoing, if the electronic file or the Monthly Report does not contain sufficient information for the Backup Servicer to perform any action hereunder, the Backup Servicer shall promptly notify the Servicer of any additional information to be delivered by the Servicer to the Backup Servicer, and the Backup Servicer and the Servicer shall mutually agree upon the form thereof; *provided, however*, that the Backup Servicer shall not be liable for the performance of any action unable to be taken hereunder without such additional information until it is received from the Servicer.

(b) Prior to the Closing Date, the Servicer shall deliver the Test Data File to the Backup Servicer, in a format acceptable to the Backup Servicer. The Backup Servicer and the Servicer will agree upon the file layout and electronic medium to transfer such data to the Backup Servicer. Any reasonable cost associated with the obligations of the Backup Servicer described in this subsection shall be at the expense of the Servicer, and, to the extent that the Servicer does not pay such amounts, the Backup Servicer shall be entitled to recover such amounts pursuant to Section 2.07.

(c) Other than as specifically set forth elsewhere in this Agreement, the Backup Servicer shall have no obligation to supervise, verify, monitor or administer the performance of the Servicer and shall have no Liability for any action taken or omitted by the Servicer.

(d) The Backup Servicer shall consult with the Servicer as may be necessary from time to time to perform or carry out the Backup Servicer's obligations hereunder, including the obligation, if requested in writing by the Administrative Agent (acting at the direction of the Required Lenders), to succeed to the duties and obligations of the Servicer pursuant hereto.

(e) Except as provided in this Agreement, the Backup Servicer may accept and rely on all accounting, records and work of the Servicer without audit, and the Backup Servicer shall have no Liability for the acts or omissions of the Servicer. If any error, inaccuracy or omission (collectively, "Errors") exists in any information received from the Servicer, and such Errors should cause or materially contribute to the Backup Servicer making or continuing any Errors (collectively, "Continued Errors"), the Backup Servicer shall have no Liability for such Continued Errors; provided, however, that the Backup Servicer shall use its best efforts to prevent further Continued Errors. In the event the Backup Servicer has actual knowledge or receives written notice of Errors or Continued Errors, the Backup Servicer shall promptly notify the Servicer of such Errors or Continued Errors; provided, however, that the Backup Servicer shall have no duty or obligation to reconstruct or reconcile such data.

(f) The Backup Servicer shall be indemnified by the Servicer and the Borrower from and against all claims, damages, losses or expenses reasonably incurred by the Backup Servicer (including reasonable attorneys' fees and expenses and court costs) arising out of claims asserted against or by the Backup Servicer on any matter arising out of this Agreement to the extent the act or omission giving rise to the claim accrues before the date on which the Backup Servicer assumes the duties of Servicer hereunder, except for any claims, damages, losses or expenses arising from

the Backup Servicer's own gross negligence, bad faith or willful misconduct. All such amounts payable by the Borrower shall be payable in accordance with Section 2.07. All such amounts payable by the Servicer, to the extent not promptly paid by the Servicer, shall be payable in accordance with Section 2.07. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any action, claim or suit) brought by the Backup Servicer of any indemnification or other obligation of the indemnifying party or other Person. The provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

(g) The Backup Servicer shall be liable in accordance herewith only to the extent of its obligations set forth in this Agreement or any obligations assumed by the Backup Servicer from the Servicer pursuant to Section 7.14. Such liability is limited to only those actions taken or omitted to be taken by the Backup Servicer and caused through its gross negligence, bad faith or willful misconduct. No implied duties (including fiduciary covenants or obligations) shall be read into this Agreement against the Backup Servicer and, in the absence of bad faith on its part, the Backup Servicer may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Backup Servicer and conforming to the requirements of this Agreement. The Backup Servicer shall indemnify the Borrower and the Secured Parties from and against all claims, damages, losses or expenses reasonably incurred by the Borrower or the Secured Parties (including reasonable attorneys' fees and expenses and court costs) arising out of claims asserted against or by the Borrower or the Secured Parties on any matter arising out of this Agreement to the extent the act or omission giving rise to the claim arises from the Backup Servicer's gross negligence, bad faith or willful misconduct, in each case as determined by a court of competent jurisdiction, except for any claims, damages, losses or expenses arising from the Borrower's or the Secured Parties' own gross negligence, bad faith or willful misconduct. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any action, claim or suit) brought by the Borrower or the Secured Parties of any indemnification or other obligation of the Backup Servicer. The indemnity provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

(h) The Backup Servicer shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Backup Servicer has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Backup Servicer shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Backup Servicer) other than itself in its capacity as Backup Servicer.

(i) The Backup Servicer shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of

such funds or indemnity satisfactory to it against such risk or liability shall not be reasonably assured to it. Notwithstanding any provision to the contrary, the Backup Servicer shall not be liable for any obligation or the acts or omissions of the Borrower, the Servicer (so long as it is not the Successor Servicer, in which case it shall be obligated to perform as Servicer hereunder) or any other Person, contained in this Agreement, and the parties shall look only to such parties to perform such obligations, and the Backup Servicer may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Backup Servicer to the contrary.

Section 7.10. Rights After Assumption of Duties by Successor Servicer; Liability. At any time following the assumption of the duties of the Servicer by the Backup Servicer or the designation of a Successor Servicer pursuant to Section 7.14 as a result of the occurrence of a Servicer Termination Event:

(a) The Servicer, on behalf of the Borrower, shall, at the Administrative Agent's or the Required Lender's request, (i) assemble all of the records relating to the Collateral, including all Receivable Files, and shall make the same available to the Administrative Agent or the Successor Servicer at a place selected by the Administrative Agent (acting at the direction of the Required Lenders), and (ii) segregate all cash, checks and other instruments received by it from time to time constituting collections of Collateral in a manner acceptable to the Administrative Agent and the Required Lenders and shall, promptly upon receipt but no later than two Business Days after receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to, or at the direction of, the Administrative Agent (acting at the direction of the Required Lenders).

(b) The Borrower hereby authorizes the Administrative Agent, to take or cause to be taken any and all steps in the Borrower's name and on behalf of the Borrower necessary or desirable, in the determination of the Administrative Agent (acting at the direction of the Required Lenders), to collect all amounts due under any and all of the Collateral with respect thereto, including endorsing the Borrower's name on checks and other instruments representing Collections and enforcing the Receivables.

(c) The Backup Servicer shall be liable in accordance herewith only to the extent of its obligations set forth in this Agreement or any obligations assumed by the Backup Servicer from the Servicer pursuant to Section 7.14. Such liability is limited to only those actions taken or omitted to be taken by the Backup Servicer and caused through its gross negligence, bad faith or willful misconduct. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Backup Servicer and, in the absence of bad faith on its part, the Backup Servicer may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Backup Servicer and conforming to the requirements of this Agreement.

(d) The Backup Servicer shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or

Facility Amortization Event, unless a Responsible Officer of the Backup Servicer has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Backup Servicer shall have no obligation whatsoever either prior to or after receiving any such written notice to investigate or verify that such event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it. The Backup Servicer shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Backup Servicer) other than itself in its capacity as Backup Servicer.

(e) The Backup Servicer shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if it reasonably determines that the repayment of such funds or adequate written indemnity against such risks or liability is not available prior to the expenditure of such funds or the incurrence of financial liability. Notwithstanding any provision to the contrary, the Backup Servicer shall not be liable for any obligation or the acts or omissions of the Borrower, the Servicer (so long as it is not the Successor Servicer, in which case it shall be obligated to perform as Servicer hereunder) or any other Person, contained in this Agreement, and the parties shall look only to such parties to perform such obligations, and the Backup Servicer may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Backup Servicer to the contrary.

(f) If requested by the Administrative Agent (acting at the direction of the Required Lenders), the Backup Servicer (in its capacity as the Successor Servicer) shall direct the Obligors then making payments directly to the Servicer to make all payments under the Receivables directly to the Backup Servicer (in its capacity as the Successor Servicer), in which event the Backup Servicer shall process all such payments, or to a lockbox or lockbox account established by the Backup Servicer (in its capacity as the Successor Servicer) at the direction of the Administrative Agent (acting at the direction of the Required Lenders).

Section 7.11. Limitation on Liability of the Servicer and Others. Except as otherwise provided herein, neither the Servicer nor any of its directors or officers or employees or agents shall be under any liability to the Secured Parties, the Backup Servicer or any other Person for any action taken or for refraining from the taking of any action pursuant to this Agreement; provided, however, that this provision shall not protect the Servicer or any such Person against any liability that would otherwise be imposed by reason of its willful misconduct, bad faith or gross negligence in the performance of duties or by reason of its willful misconduct hereunder.

Section 7.12. The Servicer Not to Resign. The Servicer shall resign only if the Servicer provides an Opinion of Counsel to the Administrative Agent, the Agents and the Backup Servicer to the effect that it is no longer permitted by Applicable Law to act as Servicer hereunder. No termination or resignation of the Servicer hereunder shall be effective until the Backup Servicer or a different entity, acceptable to the Administrative Agent (acting at the direction of the Required

Lenders), has accepted its appointment as Successor Servicer hereunder and has agreed to be bound by the terms of this Agreement and the Collection Policy.

Section 7.13. Servicer Termination Events. The occurrence and continuance of any one of the following events shall constitute a “Servicer Termination Event” hereunder:

- (a) the occurrence of a Level III Trigger Event;
- (b) any failure by the Servicer to (i) deliver any Collections or (ii) make any payment, transfer or deposit, in each case as required by this Agreement or any other Servicer Basic Document and, in each case, which failure shall continue unremedied for two Business Days after (A) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Account Bank or (B) discovery of such failure by a Responsible Officer of the Servicer;
- (c) any failure by the Servicer to deliver to the Administrative Agent, each Agent, each Lender or the Backup Servicer a Monthly Report and a Monthly Loan Tape when required that shall continue unremedied for two Business Days after (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;
- (d) any merger or consolidation of the Servicer in breach of Section 7.15;
- (e) any failure by the Servicer duly to observe or perform in any material respect any other covenant or agreement of the Servicer set forth in any Servicer Basic Document, which failure shall remain unremedied for 30 days after the earlier of (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;
- (f) any representation, warranty or certification made by the Servicer in any Servicer Basic Document or in any other certificate, information or report delivered pursuant to any Servicer Basic Document shall prove to have been false or incorrect in any material respect when made or deemed made or delivered, and which remains unremedied for 30 days after the earlier of (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;
- (g) an Insolvency Event shall occur with respect to the Servicer;
- (h) an Event of Default shall have occurred and shall not have been waived;
- (i) any failure by the Servicer to observe any covenant, condition or agreement under Section 6.05(h); or
- (j) any Subservicer fails to maintain all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property and or the conduct of its

business with respect to the servicing of consumer loans (including the Receivables), requires such qualification, licenses or approvals, and which remains unremedied for 30 days after the receipt of written notice of such failure by any Governmental Authority.

During the continuance of any of the foregoing, notwithstanding anything herein to the contrary, so long as any such Servicer Termination Event shall not have been remedied within any applicable cure period or waived in writing by the Administrative Agent and the Required Lenders, the Administrative Agent acting at the direction of the Required Lenders, by written notice to the Servicer (with a copy to each Agent, Hedge Counterparty, the Account Bank and the Backup Servicer) (each, a “Servicer Termination Notice”), shall terminate all of the rights and obligations of the Servicer as Servicer under this Agreement and under the 2021-1C SUBI Servicing Agreement.

Notwithstanding the foregoing, a delay in or failure of performance referred to under paragraph (b) above for an additional period of five (5) Business Days after the applicable grace period or referred to under paragraph (e) or (f) above for a period of fifteen (15) days after the applicable grace period shall not constitute a Servicer Default if such delay or failure could not be prevented by the exercise of reasonable diligence by the Servicer, such delay or failure was caused by a Force Majeure Event and Servicer is in compliance with its business continuity and disaster preparedness plans. If, following the expiration of such incremental fifteen (15) day grace period in the case of a delay or failure of performance described in paragraph (e) or (f) above, the applicable delay or failure of performance remains outstanding but the Servicer continues to work diligently to remedy such delay or failure of performance, then, with the consent of the Administrative Agent in its sole discretion the grace period may be extended for a further thirty (30) days. The preceding sentences will not relieve the Servicer from compliance with its obligations pursuant to Section 7.03(g) hereunder or from otherwise using all commercially reasonable efforts to perform its obligations in a timely manner in accordance with the terms of this Agreement and the Servicer shall provide the Administrative Agent and the Backup Servicer with an Officer’s Certificate giving prompt notice of such failure or delay, together with a description of its efforts to perform its obligations.

Section 7.14. Appointment of Successor Servicer.

(a) On and after the receipt by the Servicer of a Servicer Termination Notice, the Servicer shall continue to perform all servicing functions under this Agreement and under the 2021-1C SUBI Servicing Agreement until the date specified in the Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders) in writing or, if no such date is specified in such Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders), until a date mutually agreed upon by the Servicer, the Backup Servicer (if the Backup Servicer becomes the Successor Servicer) and the Administrative Agent (acting at the direction of the Required Lenders); *provided, however*, that the Backup Servicer (if the Backup Servicer becomes the Successor Servicer) shall use its best efforts to effect the transition of the servicing and will assume the duties of the Servicer no more than 45 days after receipt by the Servicer and the Backup Servicer of the Servicer Termination Notice. The Administrative Agent (acting at the direction of the Required Lenders) shall, at the time described in the immediately preceding sentence, appoint the Backup Servicer as the Successor Servicer hereunder and under the 2021-1C SUBI Servicing

Agreement, and the Backup Servicer shall on such date assume all duties, liabilities and obligations of the Servicer hereunder and under the 2021-1C SUBI Servicing Agreement from and after such date, and all authority and power of the Servicer under this Agreement and under the 2021-1C SUBI Servicing Agreement shall pass to and be vested in the Backup Servicer except to the extent otherwise set forth herein.

(b) In the event that the Administrative Agent (acting at the direction of the Required Lenders) does not so appoint the Backup Servicer to succeed the Servicer as Servicer hereunder and under the 2021-1C SUBI Servicing Agreement or the Backup Servicer is unable to assume such obligations on the date specified, the Administrative Agent (acting at the direction of the Required Lenders) shall as promptly as possible appoint a different entity to be the Successor Servicer, and such Successor Servicer shall accept its appointment by a written assumption agreement in a form acceptable to the Administrative Agent (acting at the direction of the Required Lenders) provided, however, that if the Administrative Agent (acting at the direction of the Required Lenders) designates as Successor Servicer any Person other than the Backup Servicer, the Administrative Agent shall provide ten (10) Business Days' prior written notice to each Rating Agency, if any. In the event that a Successor Servicer has not accepted its appointment at the time when the Servicer ceases to act as Servicer, the Administrative Agent (acting at the direction of the Required Lenders) shall petition a court of competent jurisdiction to appoint any established financial institution having a net worth of not less than \$50,000,000, that meets (or the parents of which meets) the Long-Term Ratings Requirement and whose regular business includes the servicing of consumer loans as the Successor Servicer hereunder and under the 2021-1C SUBI Servicing Agreement.

(c) The Administrative Agent (acting at the direction of the Required Lenders) shall have the same rights of removal and termination for cause with respect to any Successor Servicer as with respect to Regional Management as the Servicer.

(d) All reasonable costs and expenses (including attorneys' fees and disbursements) incurred by the Backup Servicer and Successor Servicer in connection with the transfer and assumption of servicing obligations hereunder and under the 2021-1C SUBI Servicing Agreement from the Servicer to the Backup Servicer or Successor Servicer, converting the Servicer's data to such Person's computer system and amending this Agreement to reflect such succession as Servicer pursuant to this Section shall be paid by the predecessor Servicer upon presentation of a written invoice setting forth reasonable transition expenses not exceeding \$250,000 (the "Transition Expenses") in the aggregate as to all such Persons. In no event shall the Successor Servicer be responsible for any Transition Expenses. If the predecessor Servicer fails to pay the Transition Expenses, the Transition Expenses shall be payable pursuant to Section 2.07.

(e) Upon the termination and removal of the Servicer and the assumption by the Successor Servicer hereunder and under the 2021-1C SUBI Servicing Agreement, the predecessor Servicer shall cooperate with the Successor Servicer in effecting the termination of the rights and responsibilities of the predecessor Servicer under this Agreement and under the 2021-1C SUBI Servicing Agreement, including the transfer to the Successor Servicer for administration by it of all Collections that shall at the time be held by the predecessor Servicer for deposit, or shall thereafter be received, with respect to a Receivable, the Collection Account, the Reserve Account and Servicer Files and other records maintained by the Servicer.

(f) Upon its appointment, the Successor Servicer shall be the successor in all respects to the Servicer with respect to servicing functions under this Agreement and under the 2021-1C SUBI Servicing Agreement and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof, be entitled to the rights, protections, indemnities and immunities, of the Servicer hereunder and thereunder, and all references in this Agreement and under the 2021-1C SUBI Servicing Agreement to the Servicer shall be deemed to refer to the Successor Servicer; provided, however, notwithstanding anything else contained herein or therein, the Backup Servicer, as Successor Servicer, and its successors or assigns, shall have (i) no liability with respect to any obligation which was required to be performed by the predecessor Servicer prior to the date that the successor Servicer becomes the Servicer or any Subservicer or any claim of a third party based on any alleged action or inaction of the predecessor Servicer, (ii) no obligation to perform any purchase, repurchase, allocation or reallocation (with respect to the assets of the Trust, the UTI, the 2021-1C SUBI or any other SUBI), reimbursement or advancing obligations, if any, of the Servicer or any Subservicer, (iii) no obligation to pay any taxes required to be paid by the Servicer or any Subservicer, (iv) no obligation to pay any of the fees and expenses of any other party involved in this transaction and (v) no liability or obligation with respect to any Servicer or any Subservicer indemnification, defense or hold harmless obligations of any prior Servicer or Subservicer including the initial Servicer. The indemnification obligations of the Backup Servicer, upon becoming a successor Servicer are expressly limited to those instances of gross negligence, bad faith or willful misconduct of the Backup Servicer in its role as Successor Servicer. Furthermore, without limiting the generality of the foregoing, the Backup Servicer as Successor Servicer shall not be required to service the Receivables in accordance with the Collection Policy of the initial Servicer, but rather in accordance with the customary and usual servicing, administration and collection practices and procedures used by servicing companies of comparable experience to the Backup Servicer for servicing personal loans comparable to the Receivables which the Backup Servicer services for others, and shall do so in accordance with industry standards applicable to the performance of such services, and with the same degree of care as it applies to the performance of such services for any similar assets which the Backup Servicer services for similar accounts that it holds for others, as the same may be amended, supplemented or otherwise modified from time to time. Additionally, if the Backup Servicer becomes the Successor Servicer, the duties and obligations of the Servicer contained in this Agreement and the 2021-1C SUBI Servicing Agreement shall be deemed modified as follows: (i) any provision in any such agreement providing that the Servicer shall take or omit to take any action, or shall have any obligation to do or not do any other thing, upon its “knowledge” (or any derivation thereof), “discovery” (or any derivation thereof), “awareness” (or any derivation thereof) or “learning” (or any derivation thereof) shall be interpreted as the actual knowledge of a Responsible Officer of such Successor Servicer or such Responsible Officer’s receipt of a written notice thereof, (ii) such Successor Servicer shall not be liable for any claims, liabilities or expenses relating to the engagement of any accountants or any report issued in connection with such engagement and dissemination of any such report of any accountants appointed by it (except to the extent that any such claims, liabilities or expenses are caused by such Successor Servicer’s gross negligence or willful misconduct) pursuant to the provisions of any Basic Document, and the dissemination of such report shall if applicable, be subject to the consent of such accountants, (iii) such Successor Servicer shall have no obligation to provide investment direction pursuant to this Agreement, the Trust Agreement, any SUBI Supplement (including the 2021-1C SUBI Supplement) or any other Basic Document

requiring investment direction from the Servicer, (iv) such Successor Servicer shall not be required to obtain a determination or resolutions by its board of directors with respect to its resignation, and (v) such Successor Servicer shall in no event be obligated to assume, or be deemed to have assumed, the duties, obligations or liabilities of any Person other than the Servicer, solely in its capacity as Servicer under this Agreement and the 2021-1C SUBI Servicing Agreement; it being understood and agreed that, without limiting the generality of the foregoing, such Successor Servicer shall have no (a) duty, obligation or liability under the Trust Agreement or any SUBI Supplement thereunder, including the 2021-1C SUBI Supplement (including any duty, obligation or liability to any settlor or any holder of any beneficial interest), (b) duty or obligation to supervise, monitor, control, administer or manage the Trust or any series thereof or to direct, advise, account to or instruct any trustee under the Trust or any such series for any purpose or reason (except that the foregoing shall not excuse the Successor Servicer from performing any duties or obligations relating to the servicing of 2021-1C SUBI Assets that it is expressly obligated to perform under the 2021-1C SUBI Servicing Agreement), (c) duty or obligation to hold records with respect to or on behalf of the Trust or any such series (including the 2021-1C SUBI), except for records relating to the servicing of the 2021-1C SUBI Assets, (d) duty or obligation to do or perform any act of or on behalf of the Trust or any SUBI (including the 2021-1C SUBI) (or any trustee of any of the foregoing), including the preparation or delivery for execution or filing thereby of any documents, instruments, reports or information, except any duties or obligations relating to servicing of the 2021-1C SUBI Assets that it is expressly obligated to perform under the 2021-1C SUBI Servicing Agreement, or (e) duty or obligation to commence, defend against or otherwise participate in any legal proceeding relating to or involving the protection or enforcement of the interests of the Trust, any SUBI (including the 2021-1C SUBI), or any holder of any beneficial interest in or any trustee of any of the foregoing, except any duties or obligations relating to servicing of the 2021-1C SUBI Assets that it is expressly obligated to perform under the 2021-1C SUBI Servicing Agreement

(g) All authority and power granted to the Servicer under this Agreement and under the 2021-1C SUBI Servicing Agreement shall automatically cease and terminate upon termination of the Servicer as servicer and shall pass to and be vested in the Administrative Agent and the Administrative Agent is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights. The Servicer agrees to cooperate with the Borrower in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing of the Receivables.

(h) The Administrative Agent may, solely for purposes of establishing the fee to be paid to the Backup Servicer or any other Successor Servicer after a notice of removal of the Servicer pursuant to this Article, solicit written bids (such bids to include a proposed servicer fee and servicing transfer costs) from not less than three entities experienced in the servicing of consumer loan receivables similar to the Receivables and that are not Affiliates of the Servicer or the Borrower and are reasonably acceptable to the Administrative Agent (acting at the direction of the Required Lenders). Any such written solicitation shall prominently indicate that bids should specify any applicable subservicing fees required to be paid from the Servicing Fee and that any fees and transfer costs in excess of the Servicing Fee shall be paid by the Borrower from amounts received pursuant to Section 2.07. The Borrower may also solicit additional bids from other such entities. The Successor Servicer shall act as Servicer hereunder and under the 2021-1C SUBI

Servicing Agreement and shall, subject to the availability of sufficient funds in the Collection Account pursuant to Section 2.07 (up to the Servicing Fee), receive as compensation therefor a fee equal to the fee proposed in the bid so solicited which provides for the lowest combinations of servicing fee and transition costs, as reasonably determined by the Administrative Agent (acting at the direction of the Required Lenders) and may revise the percentage used to calculate the Servicing Fee, which, if the Successor Servicer is the Backup Servicer, shall be revised as provided in Section 7.16(a) or, if the Backup Servicer is not the Successor Servicer, may be adjusted in the sole discretion of the Administrative Agent (acting at the direction of the Required Lenders).

Section 7.15. Merger or Consolidation, Assumption of Obligations or Resignation, of the Servicer. Any Person (a) into which the initial Servicer may be merged or consolidated in accordance with Section 6.05(b), (b) which may result from any merger or consolidation to which the initial Servicer may be a party in accordance with Section 6.05(b), (c) which may succeed to the properties and assets of the initial Servicer substantially as a whole or (d) which may succeed to the duties and obligations of the initial Servicer under this Agreement following the resignation of the initial Servicer, which Person executes an agreement of assumption acceptable to the Administrative Agent (acting at the direction of the Required Lenders) to perform every obligation of the Servicer hereunder, shall, with the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), be the successor to the Servicer under this Agreement without further act on the part of any of the parties to this Agreement; provided, however, that:

- (i) prior written notice of such consolidation, merger, succession or resignation shall be delivered by the initial Servicer to the Administrative Agent, each Lender and the Account Bank;
- (ii) immediately after giving effect to such consolidation, merger, succession or resignation, no Servicer Termination Event and no event which after notice or lapse of time, or both, would become a Servicer Termination Event shall have occurred and is continuing;
- (iii) no Event of Default, Unmatured Event of Default or Facility Amortization Event would occur as result of such consolidation, merger, succession or resignation;
- (iv) the initial Servicer shall have delivered to the Borrower, the Administrative Agent and each Lender an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, succession or resignation and such agreement of assumption comply with this Section and that all conditions precedent provided for in this Agreement and the other Basic Documents to which it is a party relating to such transaction have been complied with; and
- (v) the initial Servicer shall have delivered to the Borrower, the Administrative Agent, and each Lender an Opinion of Counsel to the effect that either: (A) in the opinion of such counsel, all financing statements, continuation statements and amendments and notations on Certificates of Title thereto have been executed and filed that are necessary to preserve and protect the interest of the Borrower and the Secured Parties in the Receivables and reciting the details of such filings or (B) no such action shall be necessary to preserve and protect such interest.

Section 7.16. Computershare as Successor Servicer. In the event that Computershare becomes the Successor Servicer hereunder following the termination of Regional Management as Servicer, the following shall apply with respect to Computershare, as Successor Servicer:

(a) Servicing Fee. At all times Computershare or another Person is acting as Successor Servicer hereunder, “Servicing Fee Rate” shall mean the greater of (i) 4.75% per annum and (ii) the average of three bids obtained by the Administrative Agent pursuant to the first two sentences of Section 7.14(h).

(b) Covenants; Representations and Warranties. The covenants and representations and warranties of Regional Management, as Servicer, shall apply to Computershare as Successor Servicer but shall be deemed modified to the extent necessary to apply to Computershare; provided, however, that prior to or promptly following the Assumption Date, applicable modifications and amendments shall be agreed upon by Computershare and the Administrative Agent, as contemplated by Section 7.16(f).

(c) Delegation of Duties. Notwithstanding anything herein to the contrary, Computershare as Successor Servicer, without prior notice or consent, may delegate any or all of its duties and obligations hereunder to one or more subservicers; provided, however, that Computershare as Successor Servicer shall at all times remain responsible for the performance of such duties and obligations.

(d) Servicer Obligations.

(i) Computershare, in any of its capacities hereunder, shall have no obligation to provide investment directions pursuant to Section 2.10 or any other Section requiring investment directions from the Servicer.

(ii) Computershare, in any of its capacities hereunder, shall not be responsible for any deficiency collections or enforcement of the Borrower’s rights under the First Tier Purchase Agreement or the Second Tier Purchase Agreement, as set forth in Section 7.03(c)(i). The Administrative Agent hereby agrees to enforce the rights of the Borrower under the Second Tier Purchase Agreement.

(e) Termination. Computershare, as Successor Servicer, shall only be terminated in accordance with this subsection and “Servicer Termination Events” shall mean and refer to the following on and after the Assumption Date:

(i) Computershare, as Successor Servicer, shall fail to make any payment, transfer or deposit as required under this Agreement;

(ii) Computershare, as Successor Servicer, shall fail to observe or perform in any material respect any other covenant or agreement of the Successor Servicer as set forth in this Agreement;

(iii) material breach of a representation, warranty or certification by Computershare made by it in its role as Successor Servicer under this Agreement; or

(iv) an Insolvency Event shall occur with respect to Computershare.

Upon the occurrence and continuation of a Servicer Termination Event, the Administrative Agent shall notify Computershare of such Servicer Termination Event and Computershare shall have 60 days thereafter to cure such breach. Should Computershare fail to cure such breach, then upon the lapse of 60 days thereafter or at such later time specified by the Administrative Agent (acting at the direction of the Required Lenders), Computershare shall be removed as Servicer and a new Successor Servicer shall be appointed in accordance with the terms hereof.

The Administrative Agent, with the consent of the Required Lenders, may terminate Computershare as Successor Servicer hereunder in its sole discretion, upon 90 days' prior written notice to Computershare.

(f) Amendment. Prior to or promptly following the Assumption Date, the parties to this Agreement will enter into one or more amendments or supplements acceptable in form and content to the Backup Servicer and the Administrative Agent (acting at the direction of the Required Lenders), providing for such modifications of this Agreement as are necessary to permit the Backup Servicer to fulfill its responsibilities hereunder as Successor Servicer.

Section 7.17. Responsibilities of the Borrower. Anything herein to the contrary notwithstanding, the Borrower shall (i) perform or shall cause the Servicer to perform all of its obligations under the Receivables to the same extent as if a security interest in such Receivables had not been granted hereunder, and the exercise by the Administrative Agent of its rights hereunder shall not relieve the Borrower from such obligations and (ii) pay prior to becoming delinquent, from funds available to the Borrower under Section 2.07, any Taxes of the Borrower, including any sales taxes payable in connection with the Receivables and their creation and satisfaction. No Secured Party shall have any obligation or liability with respect to any Receivable, nor shall any of them be obligated to perform any of the obligations of the Borrower thereunder.

Section 7.18. Servicing Centralization Event. Upon the occurrence of a Servicing Centralization Event, the Servicer shall promptly send written notice thereof to the parties hereto, and the Backup Servicer and the Servicer shall work with the Administrative Agent and the Lenders to put into effect the items described on Schedule G, together with such other items as may reasonably be agreed upon between the Backup Servicer, the Administrative Agent and the Lenders.

ARTICLE EIGHT

THE BACKUP SERVICER

Section 8.01. Designation of the Backup Servicer.

(a) The backup servicing role with respect to the Receivables shall be conducted by the Person appointed to act as Backup Servicer hereunder from time to time in accordance with this Section.

(b) The Borrower, the Trust and the Administrative Agent, on behalf of the Secured Parties, each hereby appoints and directs Computershare to act as Backup Servicer, for the benefit of the Administrative Agent and the Secured Parties. Computershare hereby accepts such appointment and agrees to perform the duties and obligations with respect thereto set forth herein. Computershare will perform its obligations as Backup Servicer through its Corporate Trust Services department (including, as applicable, any agents or Affiliates utilized thereby).

(c) Until the receipt by Computershare of a notice from the Administrative Agent of the designation of a new Backup Servicer pursuant to Section 8.04, Computershare agrees that it will not terminate its activities as Backup Servicer hereunder except in accordance with Section 8.05.

(d) Upon the occurrence of a Servicer Termination Event, the Administrative Agent (acting at the direction of the Required Lenders) may designate the Backup Servicer to act as Successor Servicer for the benefit of the Secured Parties. The Backup Servicer shall accept such appointment and agree to perform the duties and obligations with respect thereto set forth herein, subject to the terms hereof.

Section 8.02. Duties of the Backup Servicer. From the Closing Date until the earlier of (i) its removal pursuant to Section 8.04, (ii) its resignation in accordance with the provisions of Section 8.05, (iii) its appointment as Successor Servicer pursuant to Section 7.14(a) or (iv) the Facility Termination Date, the Backup Servicer shall perform, on behalf of the Secured Parties, the duties and obligations set forth in Section 7.09.

Section 8.03. Backup Servicing Compensation. As compensation for its backup servicing activities hereunder, the Backup Servicer shall be entitled to receive the Backup Servicing Fee from the Borrower. The Backup Servicer shall be entitled to receive its Backup Servicing Fee to the extent of funds available therefor pursuant to Section 2.07. The Backup Servicer's entitlement to receive the Backup Servicing Fee shall cease on the earliest to occur of (i) it becoming the Successor Servicer, (ii) its removal as Backup Servicer pursuant to Section 8.04, (iii) its resignation in accordance with the provisions of Section 8.05 and (iv) the termination of this Agreement.

Section 8.04. Backup Servicer Removal. The Backup Servicer may be removed in connection with a breach by the Backup Servicer in any material respect of any representation, warranty or covenant of the Backup Servicer under this Agreement, or otherwise in the discretion of the Administrative Agent (acting at the direction of the Required Lenders), by 30 days' prior notice given in writing and delivered to the Backup Servicer from the Administrative Agent (acting at the direction of the Required Lenders) (the "Backup Servicer Termination Notice"). On and

after the receipt by the Backup Servicer of the Backup Servicer Termination Notice, the Backup Servicer shall continue to perform all backup servicing functions under this Agreement until the date specified in the Backup Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders) in writing or, if no such date is specified in the Backup Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders), until a date mutually agreed upon by the Backup Servicer and the Administrative Agent (acting at the direction of the Required Lenders).

Section 8.05. The Backup Servicer Not to Resign. The Backup Servicer shall resign only with the prior written consent of the Administrative Agent and the Required Lenders or if the Backup Servicer provides an Opinion of Counsel to the Administrative Agent to the effect that the Backup Servicer is no longer permitted by Applicable Law to act as Backup Servicer hereunder. No termination or resignation of the Backup Servicer hereunder shall be effective until a successor Backup Servicer, acceptable to the Administrative Agent (acting at the direction of the Required Lenders) has accepted its appointment as successor Backup Servicer hereunder and has agreed to be bound by the terms of this Agreement. If, however, a successor Backup Servicer is not appointed by the Administrative Agent and the Required Lenders within 30 days after the giving of notice of resignation or termination, the Backup Servicer may petition a court of competent jurisdiction for the appointment of a successor Backup Servicer, with the cost of such petition (including attorneys' fees and expenses and court costs) to be borne by the Borrower.

Section 8.06. Covenants of the Backup Servicer.

(a) Affirmative Covenants. From the date of its appointment until the Facility Termination Date:

(i) Compliance with Law. The Backup Servicer will comply in all material respects with all Applicable Laws and all of its obligations under this Agreement.

(ii) Preservation of Existence. The Backup Servicer will preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified and validly existing under federal law where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or would reasonably be expected to have, a Material Adverse Effect.

(iii) Governmental Authority. If the Backup Servicer becomes the Successor Servicer, then the Backup Servicer in its role as Successor Servicer shall notify the Administrative Agent and each Lender of any material final fines, penalties or sanctions imposed by any Governmental Authority (including the CFPB) against the Servicer that could have a material adverse effect on the Receivables within thirty (30) days of such occurrence.

(b) Negative Covenant. From the date of its appointment until the Facility Termination Date, the Backup Servicer will not make any changes to the Backup Servicing Fee without the prior written approval of the Administrative Agent (acting at the direction of the Required Lenders) and, so long as no Event of Default or Servicer Termination Event has occurred, the Borrower.

Section 8.07. Merger of the Backup Servicer. Any Person into which the Backup Servicer (in such capacity or in its capacity as Successor Servicer) may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which to Backup Servicer shall be a party, or any Person succeeding to all or substantially all of the corporate trust services business of the Backup Servicer, shall be the successor of the Backup Servicer under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.08. Privilege. The Backup Servicer shall be entitled to any right, protection, privilege or indemnity afforded to the Account Bank under the terms of this Agreement, *mutatis mutandis*.

ARTICLE NINE

EVENTS OF DEFAULT

Section 9.01. Events of Default.

(a) Each of the following events shall constitute an “Event of Default”:

(i) the Borrower shall fail to make any payment of Interest, Unused Commitment Fees or principal, in each case when due and without giving effect to the availability of funds and such failure continues unremedied for two (2) Business Days after the date such payment was due;

(ii) failure to pay all Aggregate Unpaid by the Maturity Date;

(iii) a failure on the part of the Borrower to make any payment, transfer or deposit required by the terms of any Basic Document (other than as set forth in clauses (i) and (ii) above) on the day such payment or deposit is required to be made, which default or failure continues unremedied for three (3) Business Days after the earlier of (i) receipt of written notice of such failure by the Borrower from the Administrative Agent or any Lender or (ii) actual knowledge of such failure by a Responsible Officer of the Borrower;

(iv) after giving effect to the allocation of funds pursuant to Section 2.07, the Loans Outstanding exceeds the Borrowing Base (calculated as of the related Determination Date, or, with respect to Receivables added to the Collateral following such Determination Date but prior to such Payment Date or Securitization Date, the related Cutoff Date), which condition continues unremedied for two (2) Business Days; provided, that if such event is due solely to a decrease in the Advance Rate due to the occurrence of a Level I Trigger Event, such event will not constitute an Event of Default if cured by the second Payment Date after the occurrence of such Level I Trigger Event but, for the avoidance of doubt, such event shall constitute an Unmatured Event of Default hereunder until such event is cured by the Borrower;

(v) on any Payment Date, after giving effect to the allocation of funds pursuant to Section 2.07, the amount on deposit in the Reserve Account is less than the Reserve Account Required Amount, and such deficiency has not been cured prior to or on the next Payment Date, Funding Date or Release Date (provided that for the avoidance of doubt an Advance may cure such deficiency);

(vi) a failure by the Borrower or Regional Management to duly perform or observe any term, covenant or agreement of the Borrower or Regional Management contained in this Agreement or any other Basic Document and such failure remains unremedied for 30 calendar days (or such longer period not in excess of 60 days as may be reasonably necessary to remedy that failure; provided that such failure is capable of remedy within 60 days) after the earliest to occur of (i) actual knowledge by a Responsible Officer of the Borrower or Regional Management, as applicable and (ii) receipt of a written notice of such failure from the Administrative Agent, any Agent, any Lender or the Backup Servicer;

(vii) any representation, warranty or certification made or deemed to be made by the Borrower or Regional Management under this Agreement or any other Basic Document, or any Monthly Report, any Monthly Loan Tape or other information required to be given by the Borrower, Regional Management or the Servicer to the Administrative Agent or any Lender, shall prove to have been false or incorrect in any material respect when made or deemed made or delivered, and which remains unremedied for 30 calendar days after the earlier to occur of (A) actual knowledge by a Responsible Officer of the Borrower or Regional Management, as applicable, and (B) receipt of a written notice of such failure from the Administrative Agent, any Agent or any Lender;

(viii) the occurrence of an Insolvency Event (which, if involuntary, remains unstayed for more than 45 days) relating to any Regional Management Entity;

(ix) a breach of the Financial Covenant shall have occurred;

(x) a Servicer Termination Event shall have occurred;

(xi) the Borrower shall become (A) an “investment company” within the meaning of the Investment Company Act or (B) a “covered fund” as defined in the Volcker Rule;

(xii) a regulatory, tax or accounting body has ordered that the activities of the Borrower or any Affiliate of the Borrower contemplated hereby be terminated or, as a result of any other event or circumstance, the activities of the Borrower or any Affiliate of the Borrower contemplated hereby may reasonably be expected to cause the Borrower or any of its respective Affiliates to suffer materially adverse regulatory, accounting or tax consequences;

(xiii) any material adverse change in the operations of the Servicer, Regional Management, the Borrower or any other event which materially affects the ability of the Servicer, Regional Management or the Borrower to either collect the Receivables or to perform its obligations under any Basic Document to which it is a party;

(xiv) the IRS shall file notice of a Lien pursuant to Section 6323 of the Code with regard to any assets of the Borrower or Regional Management and such lien shall not have been released within five Business Days after the earlier of the Borrower or Regional Management having actual knowledge thereof or written notice thereof from the Administrative Agent or any Lender, or the Pension Benefit Guaranty Corporation shall file notice of a Lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Borrower or Regional Management and such Lien shall not have been released or stayed within 30 days after the earlier of the Borrower or Regional Management having actual knowledge thereof or written notice thereof from the Administrative Agent or any Lender;

(xv) the Administrative Agent shall fail for any reason to have a first priority perfected security interest in any material portion of the Collateral (subject to Permitted Liens), which failure shall continue for five Business Days after the earlier of the Borrower

or the Servicer having actual knowledge thereof or the Borrower or the Servicer having received written notice thereof from the Administrative Agent or any Lender;

(xvi) a Change in Control shall occur;

(xvii) except as permitted under this Agreement with respect to the Servicer, the Servicer, Regional Management or the Borrower shall enter into any transaction or merger whereby it is not the surviving entity or the Borrower shall enter into any merger;

(xviii) an event of default occurs under any agreement of any Regional Management Entity in connection with any Indebtedness of \$50,000 or more (in the case of the Borrower), or \$7,500,000 or more (in the case of Regional Management or any of its Subsidiaries other than the Borrower) and such Indebtedness is accelerated by the requisite holders of such Indebtedness;

(xix) the Regional Management Entities (individually and in the aggregate) shall have one or more final nonappealable judgments entered against it by a court of competent jurisdiction, enter into one or more settlements or have a penalty or fine assessed against it by any Governmental Authority, in excess of, in the aggregate, \$13,500,000 and, in the case of the Borrower, \$50,000; or

(xx) any Basic Document shall cease to be in full force and effect (other than in accordance with its terms) or any Regional Management Entity shall so assert in writing or otherwise seek to terminate or disaffirm its obligations under any Basic Document.

(b) Upon the occurrence of any Event of Default, the Administrative Agent shall, at the request of the Required Lenders, by notice to the Borrower (with a copy to the Account Bank), declare the Maturity Date to have occurred, without demand, protest or future notice of any kind, all of which are hereby expressly waived by the Borrower, and, upon such declaration, the Loans and all other amounts owing by the Borrower under this Agreement shall be accelerated and become immediately due and payable; provided, that in the event that an Event of Default described in Section 9.01(a)(ii) or 9.01(a)(viii) has occurred, the Maturity Date shall automatically occur, without demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

(c) Upon the occurrence of an Event of Default, the Revolving Period shall terminate and no further Loans will be made.

Section 9.02. Actions Upon Declaration or the Automatic Occurrence of the Maturity Date. Upon the declaration or the automatic occurrence of the Maturity Date, the Administrative Agent shall, at the direction of the Required Lenders, exercise in respect of the Collateral, in addition to any and all other rights and remedies otherwise available to it, including rights available hereunder and the rights and remedies of a secured party upon default under the UCC (such rights and remedies to be cumulative and nonexclusive), and, in addition, the Administrative Agent shall, at the direction of the Required Lenders, take the following remedial actions:

(a) The Administrative Agent may, without notice to the Borrower except as required by Applicable Law and at any time or from time to time, charge, set-off and

otherwise apply all or any part of the Loans Outstanding, any Interest accrued thereon and or any other amount due and owing to any Secured Party against amounts payable to the Borrower from the Accounts or any part of such Accounts in accordance with and subject to the priorities required by Section 2.07.

(b) The Administrative Agent may take any action permitted under the Basic Documents and may exercise at the Borrower's sole expense any and all rights and remedies of the Borrower under or in connection with the Collateral, including directing that Collections be deposited into an account specified by the Administrative Agent (acting at the direction of the Required Lenders) (rather than to the Collection Account).

(c) Consistent with the rights and remedies of a secured party under the UCC (and except as otherwise required by the UCC), the Administrative Agent may, without notice except as specified below, foreclose on the Collateral or any part of the Collateral, solicit and accept bids for and sell the Collateral or any part of the Collateral in one or more parcels at public or private sale, at any exchange, broker's board or at the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable and the Administrative Agent shall apply the proceeds from the sale of the Collateral to any amounts payable by the Borrower with respect to the Obligations in accordance with the priorities required by Section 2.07. Notwithstanding the foregoing, the Administrative Agent may not sell or otherwise liquidate the Collateral or any part of the Collateral, at the direction of the Required Lenders following an Event of Default, other than an Event of Default described in Section 9.01(a)(i) or 9.01(a)(ii), unless: (A) 66 2/3% of the Lenders consent thereto, (B) the proceeds of such sale or liquidation will be sufficient to pay in full the Loans Outstanding and all accrued but unpaid interest on such Loans Outstanding or (C) the Administrative Agent determines that the Collateral will not continue to provide sufficient funds for the payment of principal and interest on the Loans as they would have become due if the Loans had not been declared immediately due and payable, and the Administrative Agent obtains the consent of the Required Lenders. In determining such sufficiency or insufficiency with respect to clauses (B) and (C) above, the Administrative Agent may, but need not, obtain and rely upon an opinion of an independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as of the sufficiency of the Collateral for such purpose. The Borrower agrees that, to the extent notice of sale shall be required by Applicable Law, at least seven Business Days' notice to the Borrower (with a copy to each Secured Party) of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed for such sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Every such sale shall operate to divest all right, title, interest, claim and demand whatsoever of the Borrower in and to the Collateral so sold, and shall be a perpetual bar, both at law and in equity, against the Borrower or any Person claiming the Collateral sold through the Borrower and its successors or assigns.

(d) Upon the completion of any sale under Section 9.02(c), the Borrower will deliver or cause to be delivered all of the Collateral sold to the purchaser or purchasers at such sale on the date of sale, or within a reasonable time thereafter if it shall be impractical to make immediate delivery, but in any event full title and right of possession to such property shall pass to such purchaser or purchasers forthwith upon the completion of such sale. Nevertheless, if so requested by the Administrative Agent or by any purchaser, the Borrower shall confirm any such sale or transfer by executing and delivering to such purchaser all proper instruments of conveyance and transfer and release as may be designated in any such request.

(e) At any sale under Section 9.02(c), Regional Management or any Secured Party may bid for and purchase the property offered for sale and, upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor. Any Secured Party purchasing property at a sale under Section 9.02(c) may set off the purchase price of such property against amounts owing to such Secured Party in full payment of such purchase price up to the full amount owing to such Secured Party.

(f) The Administrative Agent (acting at the direction of the Required Lenders) may direct the Servicer to direct Collections to an account other than the Lockbox (as defined in Schedule G) or the Collection Account. The Administrative Agent and the Servicer agree to cooperate in good faith to provide the Servicer access to the information relating to the Collections deposited into such account in order for the Servicer to perform its related duties hereunder.

Section 9.03. Exercise of Remedies. No failure or delay on the part of the Administrative Agent to exercise any right, power or privilege under this Agreement and no course of dealing between the Borrower or the Servicer, on the one hand, and the Administrative Agent, any Agent or Secured Party, on the other hand, shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies expressly provided in this Agreement are cumulative and not exclusive of any rights or remedies which the Secured Parties would otherwise have pursuant to Applicable Law or equity. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the other party to any other or further action in any circumstances without notice or demand.

Section 9.04. Waiver of Certain Laws. The Borrower agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force in any locality where any Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and the Borrower, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such Applicable Laws, and any and all right to have any of the properties or assets constituting

the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclose the security interests granted in this Agreement may sell the Collateral as an entirety or such parcels as the Administrative Agent or such court may determine.

Section 9.05. Power of Attorney. The Borrower hereby irrevocably appoints the Administrative Agent its true and lawful attorney (with full power of substitution) in its name, place and stead and at its expense, upon the occurrence and during the continuance of an Event of Default and deemed occurrence or declaration of the Maturity Date pursuant to Section 9.01(b), in connection with the enforcement of the rights and remedies provided for in this Article, including (i) to give any necessary receipts or acquittance for amounts collected or received hereunder, (ii) to make all necessary transfers of the Collateral in connection with any sale or other disposition made pursuant hereto, (iii) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, the Borrower thereby ratifying and confirming all that such attorney (or any substitute) shall lawfully do hereunder and pursuant hereto and (iv) to sign any agreements, orders or other documents in connection with or pursuant to any Basic Document. Nevertheless, if so requested by the Administrative Agent, directly or through a purchaser of any of the Collateral, the Borrower shall ratify and confirm any such sale or other disposition by executing and delivering to the Administrative Agent or such purchaser all proper bills of sale, assignments, releases and other instruments as may be designated in any such request. On the Closing Date, the Borrower and Regional Management shall deliver to the Administrative Agent a power of attorney in the form attached hereto as Exhibit F-1 and Exhibit F-2, respectively.

ARTICLE TEN

INDEMNIFICATION

Section 10.01. Indemnities by the Borrower. Without limiting any other rights which the Administrative Agent, each Agent, each Lender or its assignee, the Backup Servicer, the Account Bank or any of their respective Affiliates may have hereunder or under Applicable Law, the Borrower hereby agrees to indemnify, protect, defend and hold harmless each such entity (each in its capacity as such and in its individual capacity) and each of their respective Affiliates and officers, directors, employees and agents thereof (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all damages, losses, claims, liabilities and related costs and expenses, including reasonable attorneys’ fees, expenses and disbursements (collectively, the “Indemnified Amounts”) awarded against or incurred by, any such Indemnified Party or other non-monetary damages of any such Indemnified Party in connection with, arising out of or as a result of this Agreement or the other Basic Documents, excluding, however, Indemnified Amounts to the extent resulting from the gross negligence, bad faith or willful misconduct on the part of such Indemnified Party (as determined by a court of competent jurisdiction). Without limiting the foregoing, the Borrower shall indemnify the Indemnified Parties for Indemnified Amounts relating to or resulting from:

- (i) any Receivable represented by the Borrower to be an Eligible Receivable which is not at the applicable time, an Eligible Receivable;
- (ii) reliance on any representation or warranty made or deemed made by the Borrower, the Servicer, any of their respective Affiliates or any of their respective officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;
- (iii) the failure by the Borrower or any other Regional Management Entity to comply with any term, provision or covenant contained in this Agreement or any other Basic Document or a failure by the Borrower or any Regional Management Entity to comply with any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Contract or Receivable, or the non-conformity of any Contract with any such Applicable Law and any failure by the Borrower or any other Regional Management Entity to perform its respective duties under the Contracts and Receivables included as part of the Collateral;
- (iv) the failure to vest and maintain vested in the Administrative Agent a valid and enforceable first priority perfected security interest in any or all of the Collateral, except for Permitted Liens;
- (v) the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Law with respect to the Collateral, whether at the time of a Loan or at any subsequent time and as required by the Basic Documents;

(vi) any dispute, claim, offset or defense (other than the discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Receivable comprising a portion of the Collateral which is, or is purported to be, an Eligible Receivable (including a defense based on the Receivable not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms);

(vii) any failure by the Borrower or the Servicer to perform its duties or obligations in accordance with the provisions of this Agreement;

(viii) any products liability claim or personal injury or property damage suit or other similar or related claim or action of whatever sort arising out of or in connection with any Receivable;

(ix) the failure by the Borrower to pay when due any Taxes for which the Borrower is liable, including sales, excise or personal property taxes payable in connection with the Collateral;

(x) any repayment by any Agent or a Secured Party of any amount previously distributed in reduction of the Loans Outstanding or payment of Interest, any obligation or any other amount due hereunder or under any Hedging Agreement, in each case which amount such entity believes in good faith is required to be repaid;

(xi) any litigation, proceeding or investigation (a) before any Governmental Authority (1) in respect of any Contract or Receivable, (2) relating to the use of the proceeds of the Loan or (3) related to this Agreement (A) that is not commenced by the Indemnified Party or (B) if so commenced, in which such Indemnified Party is not the prevailing party; provided, that no Indemnified Party shall be entitled to any indemnification for any item described in this clause resulting from such Indemnified Party's gross negligence or willful misconduct or (b) relating to or arising from the Basic Documents, the transactions contemplated hereby and thereby, the use of proceeds of the Loans by the Borrower or any other investigation, litigation or proceeding relating to the Borrower or the Servicer in which any Indemnified Party becomes involved as a result of any of the transactions contemplated by the Basic Documents;

(xii) the use of the proceeds of any Loan;

(xiii) any failure by the Borrower to give reasonably equivalent value to Regional Management in consideration for the transfer by Regional Management to the Borrower of any of the Receivables and the related Collateral or any attempt by any Person to void or otherwise avoid any such transfer under any statutory provision or common law or equitable action, including any provision of any Insolvency Law;

(xiv) the failure of the Borrower to remit to the Servicer Collections remitted to the Borrower in accordance with the terms hereof or the commingling by the Borrower of any Collections with other funds;

(xv) all reasonable and documented fees, costs and expense (including reasonable legal fees and expenses) incurred by any Lender, their respective Credit

Providers or the Administrative Agent in connection with entering into or giving or withholding any amendments or supplements or waivers or consents (including review and analysis thereof) with respect to the Basic Documents or any other document or instrument delivered pursuant hereto or thereto (whether or not the same is finally agreed to) if the same is requested by the Borrower or the Servicer, or is required or necessary under the Basic Documents; or

(xvi) any and all civil penalties or fines assessed by OFAC against, and all reasonable costs and expenses (including attorneys' fees and disbursements) incurred in connection with the defense thereof by any Indemnified Party as a result of funding all or any portion of the Loan or the acceptance of payments or of Collateral due under the Basic Documents.

Any amounts subject to the indemnification provisions of Section 10.01 payable by the Borrower shall be paid solely pursuant to the provisions of Section 2.07 in the order and priority set forth therein.

Section 10.02. Indemnities by the Servicer. Without limiting any other rights which the Indemnified Parties may have hereunder or under Applicable Law, the Servicer hereby agrees to indemnify the Indemnified Parties from and against any and all Indemnified Amounts awarded against or incurred by, any such Indemnified Party or other non-monetary damages of any such Indemnified Party relating to or arising from any of the following, excluding, however, Indemnified Amounts to the extent resulting from the gross negligence, bad faith or willful misconduct on the part of any Indemnified Party:

(i) reliance on any representation or warranty made or deemed made by the Borrower, the Servicer, any of their respective Affiliates or any of their respective officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;

(ii) the failure by the Servicer to comply with (a) any term, provision or covenant contained in this Agreement or any other Basic Document or (b) any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Receivable, the non-conformity of any Receivable with any such Applicable Law and any failure by the Originator to perform its respective duties under the Receivables or (c) any Applicable Law in the operation of Regional Management;

(iii) any failure by the Servicer to perform any of its other duties or obligations in accordance with the provisions of this Agreement or any of the other Basic Documents;

(iv) the failure to vest and maintain vested in the Administrative Agent a valid and enforceable first priority perfected security interest in the Collateral;

(v) the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Laws with respect to the Collateral, whether at the time of a Loan or at any subsequent time and as required by the Basic Documents;

(vi) any litigation, proceeding or investigation (a) before any Governmental Authority (1) in respect of any Receivable included as part of the Collateral, (2) relating to the use of the proceeds of the Loan or (3) related to this Agreement (A) that is not commenced by the Indemnified Party or (B) if so commenced, in which such Indemnified Party is not the prevailing party; provided, that no Indemnified Party shall be entitled to any indemnification for any item described in this clause resulting from such Indemnified Party's gross negligence or willful misconduct or (b) relating to or arising from the Basic Documents, the transactions contemplated hereby and thereby, the use of proceeds of the Loan by the Servicer or any other investigation, litigation or proceeding relating to the Borrower or the Servicer in which any Indemnified Party becomes involved as a result of any of the transactions contemplated by the Basic Documents;

(vii) entering into or giving or withholding any amendments or supplements or waivers or consents (including review and analysis thereof) with respect to the Basic Documents or any other document or instrument delivered pursuant hereto or thereto (whether or not the same is finally agreed to) if the same is requested by the Servicer, or is required or necessary under the Basic Documents;

(viii) any and all civil penalties or fines assessed by OFAC against, and all reasonable costs and expenses (including attorneys' fees and disbursements) incurred in connection with the defense thereof by any Indemnified Party as a result of funding all or any portion of the Loan or the acceptance of payments or of Collateral due under the Basic Documents; or

(ix) the commingling by the Servicer of any Collections with other funds.

Any amounts subject to the indemnification provisions of Section 10.01 payable by the Servicer, to the extent not promptly paid by the Servicer, shall be paid pursuant to the provisions of Section 2.07.

Section 10.03. General Indemnity Provisions. Notwithstanding the foregoing, in no event shall any Indemnified Party be indemnified against any Taxes for which the Borrower was required to indemnify a Secured Party pursuant to Section 2.13 or, except as otherwise provided herein, (i) nonpayment by an Obligor of an amount due and payable with respect to a Contract or (ii) any loss in value of any Permitted Investment due to changes in market conditions or for other reasons beyond the control of the Borrower or the Servicer.

The indemnities expressly provided in this Article are cumulative and not exclusive of any rights or remedies which the Indemnified Parties would otherwise have pursuant to law or equity.

For the avoidance of doubt, Indemnified Amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any dispute, action, claim or suit) brought by an Indemnified Party of any indemnification or other obligation of the indemnifying party or other Person.

Section 10.04. Applicability and Survival. The foregoing indemnities shall apply whether or not liabilities and costs set forth above are in any way or to any extent owed, in whole or in part, under any claim or theory of strict liability. The provisions of this Article shall survive the

termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

ARTICLE ELEVEN

THE ADMINISTRATIVE AGENT AND THE AGENTS

Section 11.01. Authorization and Action.

(a) Each Lender and each Secured Party (other than the Administrative Agent) hereby designates and appoints JPMorgan Chase Bank, N.A. (and JPMorgan Chase Bank, N.A. accepts such designation and appointment) as Administrative Agent hereunder, and authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms of this Agreement together with such powers as are reasonably incidental thereto. In performing its functions and duties hereunder, the Administrative Agent shall act solely as agent for the Secured Parties and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Borrower or any of its successors or assigns. The Administrative Agent shall not be required to take any action which exposes it to personal liability or which is contrary to this Agreement or Applicable Law. The appointment and authority of the Administrative Agent hereunder shall terminate on the Facility Termination Date.

(b) Each Lender hereby irrevocably designates and appoints the related Agent as the agent of such Lender under this Agreement, and each such Lender irrevocably authorizes such Agent, as the agent for such Lender, to take such action on its behalf under the provisions of the Basic Documents and to exercise such powers and perform such duties thereunder as are expressly delegated to such Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto.

(c) Notwithstanding any provision to the contrary elsewhere in this Agreement, neither the Administrative Agent nor any Agent (the Administrative Agent and each Agent being referred to in this Article as an “Agent”) shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Administrative Agent or any Agent.

(d) The Administrative Agent shall promptly distribute to each Agent (if such Agent or the Lender in its Lender Group are not otherwise required to receive such notice), who shall promptly distribute to each related Lender (if such Lender is not otherwise required to receive such notice) all notices, requests for consent and other information received by the Administrative Agent under this Agreement that are not also delivered to the Lenders.

(e) The Administrative Agent shall promptly notify all Lenders in writing of any proposed consent, waiver, approval, vote or other action taken or to be taken by the Administrative Agent in such capacity under the Intercreditor Agreement (an “Intercreditor Action”) within one (1) Business Day of the Administrative Agent actually receiving notice thereof, which notice shall include all information delivered to the Administrative Agent in such capacity under the Intercreditor Agreement. Notwithstanding any provision to the contrary in this Agreement or in any other Basic Document, all Intercreditor Actions shall be exercised by the Administrative Agent in such capacity solely at the written direction of the Required Lenders. For the avoidance of doubt,

the terms set forth in this Section 11.01(e) shall not be applicable to any other capacity in which JPMorgan Chase Bank, N.A. may serve under the Intercreditor Agreement (other than as Administrative Agent for the Secured Parties hereunder), including any action to be taken by JPMorgan Chase Bank, N.A. in such other capacity under the Intercreditor Agreement.

Section 11.02. Delegation of Duties. Each Agent may execute any of its duties under any of the Basic Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 11.03. Exculpatory Provisions. Neither any Agent nor any of its directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement (except for its, their or such Person's own gross negligence or willful misconduct or, in the case of any Agent, the breach of its obligations expressly set forth in this Agreement) or (ii) responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower, the Servicer, Regional Management, the Backup Servicer contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement or any other Basic Document to which it is a party for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article Four. No Agent shall be under any obligation to any Secured Party to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement, or to inspect the properties, books or records of the Borrower. No Agent shall be deemed to have knowledge or notice of the occurrence of any breach of this Agreement or the occurrence of any Event of Default, Unmatured Event of Default, Facility Amortization Event or Servicer Termination Event unless it has received written notice thereof from the Borrower, the Servicer or a Secured Party.

Section 11.04. Reliance.

(a) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, written statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Agent), independent accountants and other experts selected by such Agent.

(b) Each Agent shall be fully justified in failing or refusing to take any action under any of the Basic Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by, in the case of (i) the Administrative Agent, the Lenders or by the Committed Lenders or (ii) an Agent, the Lenders or by the Committed Lenders in its Lender Group, against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

(c) The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of the Required Lenders (or their Agents), and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lenders.

(d) Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of (i) Owners in its Lender Group having Invested Percentages aggregating greater than 66 2/3% of the aggregate Invested Percentages of all Owners in such Lender Group and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 66 2/3% of the aggregate Commitments of all Committed Lenders in such Lender Group, and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lender in such Lender Group.

(e) In the event the Administrative Agent receives notice of the occurrence of any breach of this Agreement or the occurrence of any Event of Default, Unmatured Event of Default, Facility Amortization Event or Servicer Termination Event from the Borrower, the Servicer or any Lender, referring to this Agreement and describing such event, it shall promptly give notice thereof to each Agent, and in the event any Agent receives such a notice, it shall promptly give notice thereof to the Lenders in its Lender Group. The Administrative Agent shall take such action with respect to such event as shall be reasonably directed by the Required Lenders, and each Agent shall take such action with respect to such event as shall be reasonably directed by (i) Owners in its Lender Group having Invested Percentages aggregating greater than 66 2/3% of the aggregate Invested Percentages of all Owners in such Lender Group and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 66 2/3% of the aggregate Commitments of all Committed Lenders in such Lender Group; provided that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such event as it shall deem advisable in the best interests of the Lenders or of the Lenders in its Lender Group, as applicable.

Section 11.05. Non-Reliance on Administrative Agent and Other Lenders. Each Lender expressly acknowledges that no Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of the Borrower, Regional Management, the Servicer, any Originator or the Backup Servicer shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer and the Receivables and made its own decision to purchase its interest in the Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis, appraisals and decisions in taking or not taking action under any of the Basic Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer and the Receivables. Except for

notices, reports and other documents received by an Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower, the Servicer, Regional Management, each Originator, the Backup Servicer or the Receivables which may come into the possession of such Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

Section 11.06. Indemnification. The Committed Lenders (i) agree to indemnify the Administrative Agent in its capacity as such (without limiting the obligation (if any) of the Borrower or the Servicer to reimburse the Administrative Agent for any such amounts), ratably according to their respective Commitments (or, if the Commitments have terminated, Invested Percentages of the Loans Outstanding) and (ii) in each Lender Group agree to indemnify the Agent for such Lender Group in its capacity as such (without limiting the obligation (if any) of the Borrower and the Servicer to reimburse such Agent for any such amounts), ratably according to their respective Commitments (or, if the Commitments have terminated, Invested Percentages of the Loans Outstanding), in each case from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including at any time following the payment of the obligations under this Agreement, including the Loans Outstanding) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of this Agreement, or any documents contemplated by or referred to herein or the transactions contemplated hereby or any action taken or omitted by the Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of an Agent resulting from its own gross negligence or willful misconduct. The provisions of this Section shall survive the payment of the Obligations under this Agreement, including the Loans Outstanding, the termination of this Agreement, and any resignation or removal of the applicable Agent.

Section 11.07. Each Agent in its Individual Capacity. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower and any other party to a Basic Document as though it were not an Agent hereunder. In addition, the Lenders acknowledge that one or more Persons which are Agents may act (i) as administrator, sponsor or agent for one or more Conduit Lenders and in such capacity act and may continue to act on behalf of each such Conduit Lender in connection with its business, and (ii) as the agent for certain financial institutions under the liquidity and credit enhancement agreements relating to this Agreement to which any one or more Conduit Lenders is party and in various other capacities relating to the business of any such Conduit Lender under various agreements. Any such Person, in its capacity as Agent, shall not, by virtue of its acting in any such other capacities, be deemed to have duties or responsibilities hereunder or be held to a standard of care in connection with the performance of its duties as an Agent other than as expressly provided in this Agreement. Any Person which is an Agent may act as an Agent without regard to and without additional duties or liabilities arising from its role as such administrator or agent or arising from its acting in any such other capacity. None of the provisions to this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 11.08. Successor Agents. The Administrative Agent may resign as Administrative Agent upon ten days' written notice to the Lenders, each Agent and the Borrower with such resignation becoming effective upon a successor agent succeeding to the rights, powers and duties of the Agent pursuant to this Section. If the Administrative Agent shall resign as Administrative Agent under this Agreement, then the Required Lenders shall appoint a successor administrative agent, which may be a lender. Any Agent may resign as Agent upon ten days' notice to the Lenders in its Lender Group, the Administrative Agent and each other Agent and the Borrower with such resignation becoming effective upon a successor agent succeeding to the rights, powers and duties of the Agent pursuant to this Section. If an Agent shall resign as Agent under this Agreement, then (i) Owners in its Lender Group having Invested Percentages aggregating greater than 66 2/3% of the aggregate Invested Percentages of all Owners in such Lender Group, and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 66 2/3% of the aggregate Commitments of all Committed Lenders in such Lender Group shall appoint from among the Committed Lenders (other than the Conduit Lenders) in such Lender Group a successor agent for such Lender Group. Any successor administrative agent or agent shall succeed to the rights, powers and duties of resigning Agent, and the term "Administrative Agent" or "Agent," as applicable, shall mean such successor administrative agent or agent effective upon its appointment, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement. After the retiring Agent's resignation as Agent, the provisions of this Article shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

Section 11.09. Borrower, Servicer Reliance. For all purposes under this Agreement, the Borrower and the Servicer may conclusively rely on written consent, approval or waiver from the Administrative Agent as consent, approval or waiver, respectively, of the Required Lenders.

Section 11.10. Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

(i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments, or this agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

(b) In addition, unless either (1) clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Basic Document or any documents related hereto or thereto).

ARTICLE TWELVE

ASSIGNMENTS; PARTICIPATIONS

Section 12.01. Assignments and Participations.

(a) Each Lender agrees that each Loan or interests therein owned by such Lender pursuant to this Agreement will be acquired for investment only and not with a view to any public distribution thereof, and that such Lender will not offer to sell or otherwise dispose of the Loans or the interest therein so acquired by it (or any interest therein) in violation of any of the registration requirements of the Securities Act or any applicable State securities laws. Each Lender hereby confirms and agrees that, in connection with any syndication, offering, transfer or sale by it of any interest in the Loans, such Lender has not engaged and will not engage in a general solicitation or general advertising.

(b) Each Lender may upon at least ten days' notice (or in the case of an assignment to an Eligible Assignee satisfying clause (ii) of the definition of the term "Eligible Assignee", prompt notice following such assignment) to the Administrative Agent and the Agents, assign to one or more banks or other entities all or a portion of its rights and obligations under this Agreement; provided, however, that (i) each such assignment shall be of a constant, and not a varying percentage of all of the assigning Lender's rights and obligations under this Agreement, (ii) the amount of the Commitment of the assigning Lender being assigned pursuant to each such assignment, (iii) each such assignment shall be to an Eligible Assignee and in the case of an assignment by a Committed Lender at any time its Commitments remain outstanding, such Eligible Assignee shall agree to the Commitment of such Committed Lender hereunder, (iv) the parties to each such assignment shall execute and deliver to the Administrative Agent and the Agent for the related Group an Assignment and Acceptance, (v) the parties to each such assignment shall have agreed to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including the reasonable fees and disbursements of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with such assignment, (vi) each Person that becomes a Lender under an Assignment and Acceptance shall agree to be bound by the confidentiality provisions of Article Thirteen and (vii) there shall be no increased costs, expenses or Taxes incurred by the Administrative Agent or the Lenders upon assignment or participation. Upon such execution, delivery and acceptance and the recording by the Administrative Agent, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified therein, (i) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (ii) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(c) By executing and delivering an Assignment and Acceptance, the Lender assignor thereunder and the assignee thereunder confirm to and agree with each other and the other parties

hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assignee confirms that it has received a copy of this Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) such assignee will, independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (iv) such assigning Lender and such assignee confirm that such assignee is an Eligible Assignee; (v) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) The Administrative Agent, acting solely for this purposes as an agent of the Borrower, shall maintain a copy of each Assignment and Acceptance delivered to and accepted by it pursuant to Section 12.01(b) and a register for the recordation of the names and addresses of each Lender, the Commitment of each Lender Group and the Principal Amount (and stated interest thereon) of each Loan made by each Lender Group from time to time (the "Lender Register"). The entries in the Lender Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower and the Lenders shall treat each Person whose name is recorded in the Lender Register as a Lender hereunder for all purposes of this Agreement. The Lender Register shall be available for inspection by the Borrower, the Backup Servicer, the Account Bank and any Agent or Lender at any reasonable time and from time to time upon reasonable prior notice. Neither the Backup Servicer nor the Account Bank shall be responsible for independently determining whether any Person is a Lender or if the required percentage of Lenders constituting the Required Lenders has been met in connection with any action or omission by any of such Persons hereunder. For all purposes hereunder or under any other Basic Document, the Backup Servicer and the Account Bank shall be entitled to rely conclusively, without investigation, on the Lender Register, or other written statements of the Administrative Agent, to determine whether (i) any Person is a Lender or (ii) the required percentage of Lenders constituting the Required Lenders has been met in connection with any such action or omission.

(e) Subject to the provisions of Section 12.01(a), upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed, accept such Assignment and Acceptance, and the Administrative Agent shall then record the information contained therein in the Lender Register.

(f) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and each Loan owned by it); provided, however, that (i) such Lender's obligations under this Agreement (including its Commitment hereunder) shall remain unchanged, (ii) such

Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Administrative Agent, each Agent, the other Lenders and the other parties hereto shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Notwithstanding anything herein to the contrary, each participant shall have the rights of a Lender (including any right to receive payment) under Sections 2.12 and 2.13 (subject to the requirements and limitations therein, it being understood that the documentation required under Sections 2.13(d) and 2.13(e) shall be delivered to the participating Lender); provided, however, that no participant shall be entitled to receive payment under either such Section in excess of the amount that would have been payable under such Section by the Borrower to the Lender granting its participation had such participation not been granted, except to the extent such entitlement to receive a greater payment results from a change in Applicable Law that occurs after such participant acquired the applicable participation. With respect to any participation described in this Section, the participant's rights as set forth in the agreement between such participant and the applicable Lender to agree to or to restrict such Lender's ability to agree to any modification, waiver or release of any of the terms of this Agreement or to exercise or refrain from exercising any powers or rights which such Lender may have under or in respect of this Agreement shall be limited to the right to consent to any of the matters set forth in Section 12.01.

(g) Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any Commitment or Loan, letter of credit or its other obligations under this Agreement) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, neither the Administrative Agent (in its capacity as Administrative Agent) nor any Agent (in its capacity as Agent) shall have any responsibility for maintaining a Participant Register.

(h) Nothing herein shall prohibit any Lender from pledging or assigning as collateral any of its rights under this Agreement to (i) any Federal Reserve Bank or any other Governmental Authority in accordance with Applicable Law, (ii) any Lender, any Agent or the Administrative Agent or any Affiliate thereof in connection with any financing or repurchase agreement entered into by such Lender or (iii) a collateral trustee or security agent for holders of commercial paper and, in each case, any such pledge or Collateral assignment may be made without compliance with Section 12.01(a) or 12.01(b). Furthermore, nothing herein shall prohibit or limit the ability of any Conduit Lender to sell or assign all or any portion of its Loans (or interests therein) to its Credit Providers (or to an agent on its or their behalf) pursuant to Liquidity Facilities with respect to such Conduit Lender.

(i) Notwithstanding the foregoing, the Conduit Lenders in any Lender Group may assign their rights, obligations and interests related to any Loan to any other Conduit Lender in such Conduit Lender's Lender Group without providing any notice to the Borrower or the Administrative Agent and without providing any Assignment and Acceptance to the Administrative Agent. Each Agent shall maintain a register for the recordation of the Commitment of each Lender in its Lender Group and the Principal Amount (and stated interest thereon) of each Loan made by each Lender in its Lender Group from time to time (the "Group Register") and shall update its Group Register to reflect any assignments described in the immediately preceding sentence. Upon its receipt of an Assignment and Acceptance executed by an assigning Conduit Lender and an assignee Conduit Lender pursuant to Section 12.01(b), the Agent for such Conduit Lenders' Lender Group shall accept such Assignment and Acceptance and such Agent shall then record the information contained therein in the Group Register. The Agent of each Lender Group shall keep records of the Loans held by each member of its Lender Group and shall provide notice thereof to the Administrative Agent or the Borrower upon request.

Section 12.02. Collateral Assignments By Lender. Notwithstanding anything to the contrary set forth herein, and without any requirement to comply with any other section hereof or to receive the consent of Borrower or any other Person (except as expressly set forth in this Section 12.02), each Lender may, at any time, pledge, collaterally assign and grant a security interest in and Lien on all or any portion of its rights and interests under this Agreement, any other Basic Document, its Loan (or any portion thereof) and all rights to receive payments hereunder: (i) to any Federal Reserve Bank or any other Governmental Authority in accordance with any applicable Requirements of Law, (ii) to any collateral trustee or collateral agent of a Federal Reserve Bank or Governmental Authority, or to any other collateral trustee or collateral agent with the prior written consent of the Borrower, and (iii) with the prior written consent of the Administrative Agent and the Borrower, such consent not to be unreasonably withheld (but subject to satisfaction of "know your customer" requirements of the Administrative Agent), to any other Person. No such assignment shall relieve the assigning Lender of any of its obligations hereunder, including, without limitation, with respect to any Committed Lender, its Commitment to fund Loans.

ARTICLE THIRTEEN

MUTUAL COVENANTS REGARDING CONFIDENTIALITY

Section 13.01. Covenants of the Borrower, the Servicer, and the Backup Servicer. Each of the Borrower, the Servicer, and the Backup Servicer, severally and with respect to itself only, covenants and agrees to hold in confidence, and not disclose to any Person, the terms of this Agreement (including any fees payable in connection with this Agreement or the identity of the Lenders under this Agreement), except as the Administrative Agent or any such Lender may have consented to in writing prior to any proposed disclosure and except that it may disclose such information (i) to its Advisors, officers, directors, employees, lenders, investors, potential investors, agents, auditors, subservicers or representatives, (ii) to the extent such information has become available to the public other than as a result of a disclosure by or through the Borrower, the Servicer, or the Backup Servicer or (iii) to the extent it should be (a) required by Applicable Law (including filing a copy of this Agreement and the other Basic Documents (other than any fee related letters)) as exhibits to filings required to be made with the SEC, or in connection with any legal or regulatory proceeding, (b) requested by any Governmental Authority to disclose such information or (c) requested by any nationally recognized statistical rating organization; provided, that, in the case of clause (iv)(a), the Borrower, the Servicer and the Backup Servicer, as applicable, will (unless otherwise prohibited by Applicable Law) notify the Administrative Agent and the Lenders of its intention to make any such disclosure prior to making such disclosure. The provisions of this Section 13.01 shall survive for two years following the termination of this Agreement.

Section 13.02. Covenants of the Administrative Agent, the Agents, the Lenders and the Backup Servicer.

(a) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer, and any Successor Servicer covenants and agrees that it will not disclose any of the Confidential Information now or hereafter received or obtained by it without the Borrower's prior written consent; provided, however, that it may disclose any such Confidential Information (i) in connection with participations and assignments pursuant to Section 12.01, including to potential third party participants and assignees, (ii) to those of its officers, directors, employees, lenders, potential lenders, investors, potential investors, dealers, hedge counterparties, potential counterparties, agents, counsel, accountants, auditors, subservicers, Advisors or representatives directly involved in the transactions contemplated by the Basic Documents who need to know such information for the purpose of assisting it in connection with the transactions contemplated by the Basic Documents or the financing thereof (provided, for so long as no Event of Default or Facility Amortization Event has occurred and is continuing, the Collection Policy shall not be disclosed to such person if such person is a Direct Competitor), (iii) to any nationally recognized statistical rating organization (within the meaning of the Exchange Act), including in compliance with Rule 17g-5 thereunder (or any similar rule or regulation in any relevant jurisdiction) or that is then rating the commercial paper notes issued by or on behalf of a Conduit Lender or other debt obligations of a Conduit Lender or its Affiliates, (iv) to any hedge counterparty and (v) to the extent it should be (a) required by Applicable Law (including filing a copy of this Agreement and the other Basic Documents (other than any fee related letters)) as exhibits to filings required to be made with the SEC, or in connection with any legal or regulatory proceeding or (b) requested by any

Governmental Authority to disclose such information; provided, that, in the case of clause (v)(a), the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer, as applicable, will use all reasonable efforts to request that confidentiality is maintained and to use reasonable efforts to, unless otherwise prohibited by Applicable Law, promptly notify the Borrower of its intention to make any such disclosure. Confidential Information may not be provided to prospective participants or assignees before the execution of an Assignment and Acceptance, unless such Confidential Information is covered under a separate confidentiality agreement between the assigning Lender and such prospective participant or assignee.

(b) Each of the Backup Servicer and any Successor Servicer acknowledges and understands that the Confidential Information may contain “nonpublic personal information” as that term is defined in Section 6809(4) of the Gramm-Leach-Bliley Act (the “Act”), and each of the Backup Servicer and any Successor Servicer, and each of its employees, Affiliates, directly involved in the transaction contemplated by the Basic Documents, agrees that it (i) shall comply with applicable laws and regulations regarding the privacy or security of “nonpublic personal information” as that term is defined in Section 509(4) of the Act, (ii) shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the “nonpublic personal information” of the “customers” and “consumers” (as those terms are defined in the Act) of the Regional Entities which party may hold, (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information, (iii) shall promptly notify the Regional Entities in writing upon becoming aware of any actual breach of the security, confidentiality, or integrity of nonpublic personal information received hereunder, and (iv) shall maintain such nonpublic personal information received hereunder in accordance with the Act and other applicable federal and state privacy laws.

(c) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer agrees that it will advise its Affiliates to whom it provides Confidential Information of the confidential nature of such information and that it shall direct its Affiliates to comply with the terms of this Article Fourteen applicable to the Administrative Agent, each Agent, each Lender, the Backup Servicer or any Successor Servicer, as applicable.

(d) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer, and any Successor Servicer acknowledges and agrees that any Confidential Information provided to it, in whatever form, is the sole property of the Borrower and Regional Management. Neither such Person nor its Affiliates or Advisors shall use any of the Confidential Information now or hereafter received or obtained from or through the Borrower, Regional Management or any of their respective Affiliates for any purpose other than for purposes of engaging in, or as otherwise contemplated by, the transactions contemplated by the Basic Documents. The Administrative Agent, each Lender, the Backup Servicer and any Successor Servicer agree that if the Borrower and/or Regional Management should request in writing that it destroy or return the Confidential Information, it shall, at its option, return or destroy such Confidential Information; provided that it shall be permitted to retain only that portion of the Confidential Information, in accordance with the confidentiality obligations specified in this Agreement, that is necessary (i) for purposes of documenting any due diligence review performed by it in connection with this Agreement and (ii) to comply with any Applicable Laws or the internal document retention policies of the Administrative Agent, any Agent, any Lender, the Backup Servicer or any Successor Servicer.

(e) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer, or any Successor Servicer acknowledges that all Confidential Information is considered to be proprietary and of competitive value, and in many instances trade secrets. Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer agrees that because of the unique nature of the Confidential Information any breach of this Agreement may cause the Borrower, Regional Management and their respective Affiliates irreparable harm and money damages and other remedies available at law in the event of a breach may not be adequate to compensate the Borrower, Regional Management and their Affiliates for any such breach. Accordingly, each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer acknowledges and agrees that the Borrower, Regional Management and their respective Affiliates shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance, as a remedy for any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available to the Borrower, Regional Management and their respective Affiliates whether at law or in equity.

(f) If the Administrative Agent, any Lender, the Backup Servicer and any Successor Servicer, or any of their respective Affiliates or Advisors are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information (including the fact that discussions or negotiations took place with respect to the transactions contemplated by the Basic Documents), the related entity shall promptly notify the Borrower and Regional Management in writing (unless such notification is prohibited by Applicable Law) of such requirement so that the Borrower and/or Regional Management, at their sole cost and expense, may seek a protective order or other appropriate remedy. The Administrative Agent, each Lender, the Backup Servicer and any Successor Servicer may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that it is legally compelled to disclose; provided that it agrees to use reasonable efforts, at the sole cost and expense of the Borrower and Regional Management, to obtain assurance that confidential treatment will be accorded such Confidential Information by the person or persons to whom it was disclosed.

(g) Notwithstanding the foregoing, it is understood that the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer or their Affiliates may be required to disclose (and may so disclose) the Confidential Information or portions thereof at the request of a Governmental Authority or in connection with an examination of it or its Affiliates by a Governmental Authority, including in connection with the regulator compliance policy of Administrative Agent, any Agent, any Lender, the Backup Servicer and any Successor Servicer. No notice shall be required in connection with any disclosures made pursuant to any request or examination by any Governmental Authority.

(h) It is understood and agreed that no failure or delay by the Servicer, the Borrower, the Backup Servicer, the Successor Servicer, the Administrative Agent, any Agent or any Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

- (i) The provisions of this Section 13.02 shall survive for two years following the termination of this Agreement.

Section 13.03. Non-Confidentiality of Tax Treatment and Tax Structure. Notwithstanding anything to the contrary contained herein or in any document related to the transactions contemplated hereby, in connection with Treasury Regulations Section 1.6011-4, Section 301.6111-1T and Section 301.6112-1, the parties hereby agree that, from the commencement of discussions with respect to the transactions described herein, each party hereto (and each of its employees, representatives, Advisors, Affiliates or agents) is permitted to disclose to any and all persons of any kind, the tax treatment, tax structure and other relevant tax aspects of the transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to each such party related to such treatment, structure and tax aspects. In this regard, each party hereto acknowledges and agrees that this disclosure of the treatment, structure or tax aspects of the transactions is not limited in any way by an express or implied understanding or agreement, oral or written (whether or not such understanding or agreement is legally binding). Furthermore, each party hereto acknowledges and agrees that it does not know or have reason to know that its use or disclosure of information relating to the tax treatment, tax structure or other relevant tax aspects of the transactions is limited in any manner (such as where the transactions are claimed to be proprietary or exclusive) for the benefit of any other Person.

ARTICLE FOURTEEN

MISCELLANEOUS

Section 14.01. Amendments and Waivers.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Event of Default, Unmatured Event of Default or Facility Amortization Event, regardless of whether the Administrative Agent, any Agent or any Lender may have had notice or knowledge of such Event of Default, Unmatured Event of Default or Facility Amortization Event at the time.

(b) Neither this Agreement nor any provision hereof may be amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Administrative Agent with the consent of the Required Lenders. The Servicer shall provide a copy of each such proposed amendment, waiver or other modification to each Hedge Counterparty and each Rating Agency, if any. Notwithstanding the foregoing, no such agreement shall, without the written consent of each Lender:

(i) amend any provision of Section 2.07,

(ii) amend any provision of Schedule B,

(iii) change any provision of this Section or the definition of “Required Lenders”, “Event of Default,” “Facility Amortization Event” or “Servicer Termination Event”, or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder,

(iv) amend or change the definition of “Advance Rate”, “Borrowing Base”, “Borrowing Base Deficiency”, “Annualized Charge-off Ratio”, “Concentration Limits”, “Level I Trigger Event”, “Level II Trigger Event”, “Level III Trigger Event”, “Monthly Principal Amount” or “Reserve Account Required Amount”.

(v) reduce the principal or the rate of interest on the Loans or any fees or other amounts payable hereunder or under any other Basic Document;

provided further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Account Bank or the Backup Servicer hereunder without the prior written consent of

the Account Bank or the Backup Servicer, as the case may be (which consent shall not be unreasonably withheld or delayed); provided further, that the Fee Letter may only be amended, or rights or privileges thereunder waived, in writing executed by the parties thereto and with the written consent of the Required Lenders.

No amendment, waiver or other modification which could have a material adverse effect on the rights or obligations of any Hedge Counterparty shall be effective against such Hedge Counterparty without the prior written agreement of such Hedge Counterparty. Notwithstanding the foregoing, if an Agent determines that it is necessary to establish an alternate rate of interest to the applicable Benchmark pursuant to Section 2.18, the Administrative Agent, the Lenders in the related Lender Group and the Borrower shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable, and the Administrative Agent may make Benchmark Replacement Conforming Changes in accordance with Section 2.18(c).

(c) Neither this Agreement nor any provision hereof may be waived except pursuant to an agreement or agreements in writing entered into by the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall, without the written consent of each Lender waive any condition set forth in Section 4.01; provided further, that no such agreement shall waive the rights or duties of the Account Bank, the Backup Servicer or the Hedge Counterparty hereunder without the prior written consent of the Account Bank, the Backup Servicer or the Hedge Counterparty, as the case may be.

(d) The Borrower shall promptly deliver to the Account Bank, the Backup Servicer and the Hedge Counterparty an executed copy of any amendment, waiver or modification under this Section. In executing any amendment to this Agreement, the Backup Servicer and the Account Bank shall be entitled to receive (i) an Officer's Certificate of the Borrower stating that the execution of such amendment is authorized or permitted by this Agreement and that all conditions precedent thereto have been satisfied, and (ii) written direction from the Borrower and the Administrative Agent (on behalf of the Secured Parties).

(e) All fees, costs and expenses (including reasonable attorneys' fees, costs and expenses) incurred in connection with any amendment, supplement or waiver shall be payable by the Borrower.

Section 14.02. Notices, Etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including communication by facsimile copy) and e-mailed, mailed, transmitted or delivered, as to each party hereto, at its address set forth under its name on the signature pages hereof or specified in such party's Assignment and Acceptance or at such other address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective, upon receipt, or in the case of notice by (i) mail, five days after being deposited in the United States mail, first class postage prepaid, (ii) e-mail and facsimile copy, when electronic communication of receipt is obtained or (iii) overnight courier, one Business Day after being deposited with such overnight courier service, except that notices and communications pursuant to Article Two shall not be effective until received with respect to any notice sent by mail, telecopier or e-mail.

Section 14.03. No Waiver, Rights and Remedies. No failure on the part of the Administrative Agent, any Agent or any Secured Party or any assignee of any Secured Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

Section 14.04. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Servicer, the Backup Servicer, each Agent, the Secured Parties and their respective successors and permitted assigns and, in addition, each Hedge Counterparty shall be an express third-party beneficiary of this Agreement.

Section 14.05. Term of this Agreement. This Agreement shall remain in full force and effect until the Facility Termination Date; provided, however, that the rights and remedies with respect to any breach of any representation and warranty made or deemed made by the Borrower pursuant to Article Five and the indemnification and payment provisions, including those of Article Eleven, the provisions of Section 14.10 and any other provision of this Agreement expressly stated to survive, shall be continuing and shall survive any termination of this Agreement or the assignment, resignation or removal by or of the applicable parties hereto.

Section 14.06. **GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF OBJECTION TO VENUE.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PROVISIONS (OTHER THAN §5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). EACH OF THE PARTIES HERETO HEREBY AGREES TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, LOCATED IN THE BOROUGH OF MANHATTAN AND THE FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW YORK IN THE BOROUGH OF MANHATTAN. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER IN ANY OF THE AFOREMENTIONED COURTS AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

Section 14.07. **WAIVER OF JURY TRIAL.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. INSTEAD, ANY SUCH DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

Section 14.08. Costs and Expenses. In addition to the rights of indemnification granted to the Indemnified Parties under Article Eleven, the Borrower agrees to pay on demand all reasonable

costs and expenses of each Agent, the Secured Parties, the Backup Servicer and the Account Bank incurred in connection with the administration (including periodic auditing), amendment or modification of, or any waiver or consent issued in connection with, this Agreement, the other Basic Documents and the other documents to be delivered hereunder or in connection herewith, including the reasonable fees and disbursements of counsel for each Agent, the Secured Parties, the Backup Servicer and the Account Bank with respect thereto and with respect to advising such entities as to their respective rights and remedies under this Agreement and the other documents to be delivered hereunder or in connection herewith, and all costs and expenses, if any (including reasonable counsel fees and expenses), incurred by such entities in connection with the enforcement of this Agreement and the other documents to be delivered hereunder or in connection herewith.

Section 14.09. No Insolvency Proceedings.

(a) Notwithstanding any prior termination of this Agreement, no Secured Party or the Backup Servicer shall, prior to the date which is one year and one day after the final payment of the Aggregate Unpaid, petition, cooperate with or encourage any other Person in petitioning or otherwise invoke the process of any Governmental Authority for the purpose of commencing or sustaining an Insolvency Proceeding against the Borrower under any United States federal or State Insolvency Laws or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Borrower or any substantial part of its property or ordering the winding up or liquidation of the affairs of the Borrower.

(b) Notwithstanding any prior termination of this Agreement, each party to this Agreement hereby agrees that it shall not institute against, or join any other person in instituting against, any Conduit Lender any Insolvency Proceeding, for one year and one day after the latest maturing Commercial Paper Note and other debt security issued by such Conduit Lender is paid.

(c) The provisions of this Section shall survive the termination of this Agreement.

Section 14.10. Recourse Against Certain Parties.

(a) No recourse under or with respect to any obligation, covenant or agreement (including the payment of any fees or any other obligations) of each Agent, any Secured Party, the Backup Servicer, the Account Bank, Regional Management, or the Borrower as contained in this Agreement or any other agreement, instrument or document entered into by it pursuant hereto or in connection herewith shall be had against manager or administrator of such Person or any incorporator, Affiliate, stockholder, officer, employee or director of such Person or of any such manager or administrator, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that the agreements of the Agents, any Secured Party, the Backup Servicer and the Account Bank contained in this Agreement and all of the other agreements, instruments and documents entered into by it pursuant hereto or in connection herewith are, in each case, solely the corporate obligations of such Person, and that no personal liability whatsoever shall attach to or be incurred by any administrator of any such Person or any incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, as such, or any other of them, under or by reason of any of the obligations, covenants or agreements of such Person

contained in this Agreement or in any other such instruments, documents or agreements, or that are implied therefrom, and that any and all personal liability of every such administrator of such Person and each incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, or any of them, for breaches by such Person of any such obligations, covenants or agreements, which liability may arise either at common law or at equity, by statute or constitution, or otherwise, is hereby expressly waived as a condition of and in consideration for the execution of this Agreement.

(b) Each of the parties to this Agreement hereby (i) acknowledges and agrees that no Conduit Lender shall have any obligation to pay any amounts under this Agreement unless and until such Conduit Lender shall have received such amounts in respect of its Loans and (ii) agrees that no Conduit Lender shall have any obligation to pay any amounts constituting fees, a reimbursement for expenses, or indemnities (collectively, "Expense Claims"), and such Expense Claims shall not constitute a claim (as defined in Section 101 of Title 11 of the Bankruptcy Code or any similar law under another jurisdiction) against any Conduit Lender, unless or until such Conduit Lender has received amounts sufficient to pay such Expense Claims from amounts received by it in respect of its Loans and such amounts are not required to pay its indebtedness for borrowed money.

(c) The provisions of this Section shall survive the termination of this Agreement.

(d) No claim may be made by the Borrower, the Servicer or any of their Affiliates or any other Person against the Administrative Agent, any Agent, any Lender, the Backup Servicer, the Account Bank, or any of their Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages (including lost profits) arising out of or related to the transactions contemplated by this Agreement, and each of the Borrower and the Servicer, to the extent permitted by Applicable Law, hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 14.11. AML Law Compliance. Each of the Administrative Agent, the Backup Servicer and the Account Bank hereby notify the Borrower and the Servicer that pursuant to the laws, regulations and executive orders of the United States or any state or political subdivision thereof as are in effect from time to time applicable to financial institutions relating to the funding of terrorist activities and money laundering, including without limitation the Patriot Act and regulations promulgated by the Office of Foreign Asset Control (collectively, "AML Law"), it, and each other Lender, may be required to obtain, verify and record information that identifies the Borrower or the Servicer, which information includes the name and address of the such party, organizational documentation, director and shareholder information, and other information that will allow the Administrative Agent, each Agent, the Backup Servicer, the Account Bank and each Lender to identify such entity in accordance with the AML Law (and the Borrower and the Servicer agree to provide any such necessary information). This notice is given in accordance with the requirements of the AML Law and is effective for the Administrative Agent, each Agent, the Backup Servicer, the Account Bank and each Lender.

Section 14.12. Execution in Counterparts; Severability; Integration. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts,

each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings other than any fee letter contemplated hereby. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, admissibility in evidence or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act (collectively, “Signature Law”). Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any electronic signature or faxed, scanned, or photocopied manual signature of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. Notwithstanding the foregoing, with respect to any notice provided for in this Agreement or any instrument required or permitted to be delivered hereunder, any party hereto receiving or relying upon such notice or instrument shall be entitled to request execution thereof by original manual signature as a condition to the effectiveness thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings and authentication of certificates when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 14.13. Intercreditor Agreement. The parties hereto acknowledge the existence of the Intercreditor Agreement and that certain rights of the parties (other than the Account Bank and the Backup Servicer (other than if it becomes the Successor Servicer) may be subject to the provisions thereof.

Section 14.14. Third Party Beneficiary. The 2021-1C SUBI Trustee shall be a third party beneficiary of this Agreement for purposes of amounts owed to it by the Borrower from time to time in accordance with Section 2.07 and subject to the other terms of this Agreement.

Section 14.15. JPMorgan CP Rate.

(a) JPMorgan hereby notifies the Borrower, the Servicer and each other party hereto that (i) JPMorgan and/or its Affiliates may from time to time purchase, hold or sell, as principal and/or agent, Commercial Paper issued by the JPMorgan Conduit Lender, (ii) JPMorgan and/or its Affiliates act as administrative agent for the JPMorgan Conduit Lender, and as administrative agent JPMorgan manages the JPMorgan Conduit Lender’s issuance of Commercial Paper, including the selection of amount and tenor of Commercial Paper issuance and the discount or interest rate applicable thereto, (iii) JPMorgan and/or its Affiliates act as a Commercial Paper dealer for the JPMorgan Conduit Lender and (iv) JPMorgan’s activities as administrative agent

and Commercial Paper dealer for the JPMorgan Conduit Lender, and as a purchaser or seller of Commercial Paper, affect the interest or discount rate applicable to the Commercial Paper issued by the JPMorgan Conduit Lender, which affect the CP Rate paid by the Borrower hereunder.

(b) By execution of this Agreement, each of the Borrower, the Servicer and each other party hereto hereby (i) acknowledges the foregoing and agrees that JPMorgan does not warrant or accept any responsibility for, and shall not have any liability with respect to the interest or discount rate paid by the JPMorgan Conduit Lender in connection with its Commercial Paper issuance, (ii) acknowledges that the discount or interest rate at which JPMorgan and/or its Affiliates purchase or sell Commercial Paper will be determined by JPMorgan and/or its Affiliates in their sole discretion and may differ from the discount or interest rate applicable to comparable transactions entered into by JPMorgan and/or its Affiliates on the relevant date and (iii) waives any conflict of interest arising by reason of JPMorgan and/or its Affiliates acting as administrative agent and Commercial Paper dealer for the JPMorgan Conduit Lender while acting as purchaser or seller of Commercial Paper.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES V, LLC,
as Borrower

By:

Name: Harpreet Rana
Title: Executive Vice President and
Chief Financial Officer

Address for Notices:
979 Batesville Road
Suite B
Greer, SC 29651
Attention: Harpreet Rana
Email: xxx@regionalmanagement.com

REGIONAL MANAGEMENT CORP.,
as Servicer

By:

Name: Harpreet Rana
Title: Executive Vice President and
Chief Financial Officer

Address for Notices:
979 Batesville Road
Suite B
Greer, SC 29651
Attention: Harpreet Rana
Email: xxx@regionalmanagement.com

Signature Page to JPM Credit Agreement (Regional Management)

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JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:

Name:

Title:

Address for Notices:

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: xxx@jpmorgan.com
xxx@jpmorgan.com
xxx@jpmorgan.com
Telephone: xxx-xxx-xxxx
Facsimile: xxx-xxx-xxxx

Signature Page to JPM Credit Agreement (Regional Management)

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JPMORGAN CHASE BANK, N.A.,
as JPMorgan Committed Lender

By:

Name:

Title:

Address for Notices:

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: xxx@jpmorgan.com
xxx@jpmorgan.com
xxx@jpmorgan.com
Telephone: xxx-xxx-xxxx
Facsimile: xxx-xxx-xxxx

JUPITER SECURITIZATION COMPANY LLC
as JPMorgan Conduit Lender

By: JPMORGAN CHASE BANK, N.A.,
its attorney-in-fact

By:

Name:

Title:

Address for Notices:

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: xxx@jpmorgan.com
xxx@jpmorgan.com
xxx@jpmorgan.com
Telephone: xxx-xxx-xxxx
Facsimile: xxx-xxx-xxxx

Signature Page to JPM Credit Agreement (Regional Management)

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COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,
as Account Bank and Backup Servicer

By:
Name:
Title:

Address for Notices:
Computershare Trust Company, National Association,
MAC N9300-061
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services – Asset-
E-mail: xxx@computershare.com
Telephone: xxx-xxx-xxxx

Backed Administration

Signature Page to JPM Credit Agreement (Regional Management)

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JPMORGAN LENDER SUPPLEMENT

Lender Group:	JPMorgan Lender Group
Administrative Agent:	JPMorgan Chase Bank, N.A.
Address for Notices:	JPMorgan Chase Bank, N.A. Chase Tower, 16th Floor 10 South Dearborn Street Mail Code IL1-0079 Chicago, Illinois 60603 Attention: Asset-Backed Securities Conduit Group E-mail: xxx@jpmorgan.com xxx@jpmorgan.com xxx@jpmorgan.com Telephone: xxx-xxx-xxxx Facsimile: xxx-xxx-xxxx
JPMorgan Conduit Lender:	Jupiter Securitization Company LLC
Committed Lender:	JPMorgan Chase Bank, N.A.
Commitment:	\$100,000,000
Address for Notices and Investing Office:	JPMorgan Chase Bank, N.A. Chase Tower, 16th Floor 10 South Dearborn Street Mail Code IL1-0079 Chicago, Illinois 60603 Attention: Asset-Backed Securities Conduit Group E-mail: xxx@jpmorgan.com xxx@jpmorgan.com xxx@jpmorgan.com Telephone: xxx-xxx-xxxx Facsimile: xxx-xxx-xxxx
CP Rate:	means, with respect to any Interest Period (or portion thereof), the per annum rate calculated to yield the “weighted average cost” (as defined below) for such Interest Period (or portion thereof) in respect to commercial paper issued by such Conduit Lender; provided, however, that if any

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component of such rate is a discount rate, in calculating the CP Rate for such Interest Period (or portion thereof), the rate resulting from converting such discount rate to an interest bearing equivalent rate per annum shall be used in calculating such component. As used in this definition, "weighted average cost" for any Interest Period (or portion thereof) means the sum (without duplication) of (i) the actual interest accrued during such Interest Period (or portion thereof) on outstanding commercial paper issued by such Conduit Lender (excluding any commercial paper issued to and held by a Committed Lender in such Conduit Lender's Lender Group, or any affiliate thereof, other than such commercial paper held as part of the market making activities of Conduit Lender's commercial paper dealer), (ii) the commissions of placement agents and dealers in respect of such commercial paper, (iii) any note issuance costs attributable to such commercial paper not constituting dealer fees or commissions, expressed as an annualized percentage of the aggregate principal component thereof, (iv) the actual interest accrued during such Interest Period (or portion thereof) on other borrowings by such Conduit Lender, including to fund small or odd dollar amounts that are not easily accommodated in the commercial paper market, which may include loans from Conduit Lender or its affiliates (such interest rate not to exceed, on any day, the Federal Funds effective rate in effect on such day plus 0.50%), and (v) incremental carrying costs incurred with respect to commercial paper maturing on dates other than those on which corresponding funds are received by such Conduit Lender, minus any accrual of income net of expenses received from investment of collections received under all receivable purchase facilities funded substantially with commercial paper.

Wire Information:

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ELIGIBLE RECEIVABLE CRITERIA

An “Eligible Receivable” means, on any date of determination, any Receivable (A) that has been included as part of the Collateral or in the case of the North Carolina Receivables, allocated to the 2021-1C SUBI, (B) for which the related Receivable File is in the possession of the Servicer, (C) which is identified on the Schedule of Receivables delivered by the Borrower to each Agent and the Account Bank as part of a Funding Request or substitution and (D) which satisfies each of the following conditions, in each case, as of the date specified:

(a) Characteristics of Receivables. Each Receivable:

- (i) at the time of origination of such Receivable, has been fully and properly executed or electronically authenticated by the Obligor thereto;
- (ii) at the time of origination of such Receivable, was originated in the United States and denominated in Dollars;
- (iii) at the time of origination of such Receivable, for which the Obligor thereto has provided as its most recent billing address an address located in the continental United States;
- (iv) at the time of origination of such Receivable with respect to which the related Contract was not an Electronic Contract or an Online Originated Receivable, such Receivable was a Branch Receivable or a Convenience Check;
- (v) at the time of origination of such Receivable with respect to which the related Contract was an Electronic Contract, such Receivable was a Branch Assisted Electronic Receivable, a Contract originated by a Bank Originator or an Online Originated Receivable;
- (vi) if originated by a Bank Originator, the Bank Originator Conditions have been satisfied;
- (vii) was originated by an Originator in accordance with and satisfies the standards of the operating policies of the Originator at the time of origination of such Receivable, including the Credit Policy and the Collection Policy; and, if originated by a Bank Originator, was originated by such Bank Originator in accordance with the Bank Originator Program Documents, which Bank Originator Program Documents have not been amended or modified from their form since the date the Bank Originator Conditions were satisfied other than pursuant to and in accordance with the terms of Section 6.05(f) hereof;
- (viii) with respect to which, as of the date of the related Contract, all proceeds on the related Contract were fully disbursed and there is no requirement for future advances

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thereunder and all fees and expenses in connection with the origination of the Receivable have been paid and each of the Originator, Regional Management and the Borrower has performed all obligations required to be performed by it under such Contract.

(ix) at the time of origination, is (a) secured by a (i) vehicle that is owned free and clear by the Obligor and not subject to an outstanding loan or associated lease or (ii) a non-essential household good or (b) is unsecured and with respect to clause (b) is in compliance with the applicable clauses of the definition of "Concentration Limits" herein;

(x) at the time of origination, is not secured by real estate;

(xi) at the time of origination of such Receivable, such Receivable either (A) has been originated by an Originator in the ordinary course of its respective business and, in the case of a Bank Originator, has been originated in accordance with the Bank Originator Program Documents; or (B) has been originated or acquired directly by an Originator in accordance with its customary practices and, in either case, (i) (a) Regional Management has previously acquired such Receivable from such Originator (other than a Bank Originator) pursuant to the First Tier Purchase Agreement or, in the case of participation interests in Receivables originated by a Bank Originator, Regional Management has previously acquired such participation interests from such Bank Originator pursuant to the Bank Originator Transfer Agreement (or in the case of Receivables originated by Regional Finance Corporation North Carolina or participation interests in North Carolina Receivables originated by the applicable Bank Originator, such Receivable has been contributed to the Trust), or (b) Regional Management has acquired such Receivable directly or indirectly from a direct or indirect Subsidiary of Regional Management in connection with a Securitization (or in the case of Receivables originated by Regional Finance Corporation of North Carolina or participation interests in North Carolina Receivables originated by the applicable Bank Originator, has been reallocated directly or indirectly from the related SUBI to the UTI); and (ii) such Receivable (including participation interests in any Receivable originated by a Bank Originator) has been acquired by the Borrower from Regional Management pursuant to the Second Tier Purchase Agreement and has been pledged by the Borrower to the Administrative Agent pursuant to this Agreement (or in the case of the Receivables originated by Regional Finance Corporation of North Carolina and participation interests in North Carolina Receivables originated by the applicable Bank Originator, are allocated to the 2021-1C SUBI);

(xii) at the time of origination, the related Cutoff Date and any Determination Date, to the extent such Receivable is a Hard Secured Receivable, such Receivable is secured by a first priority validly perfected security interest in the related underlying collateral in favor of an Originator, as secured party, or all necessary actions have been commenced that would result in a first priority security interest in such related underlying collateral in favor of an Originator, as secured party, which security interest, in either case, is assignable and has been so assigned by Regional Management to Borrower and collaterally assigned by the Borrower to the Administrative Agent;

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(xiii) at the time of origination of such Receivable, if secured, such Receivable contains customary and enforceable provisions such that the rights and remedies of the holder thereof are adequate for realization against the collateral of the benefits of the security;

(xiv) at the time of origination of such Receivable, such Receivable provided for level monthly payments which fully amortize the initial Principal Balance over the original term; provided, that the amount of the first or last payment may be different from the level payment but in no event more than three times the level monthly payment;

(xv) at the time of origination, provides for a fixed rate of interest and applicable fees at the APR specified in the Schedule of Receivables and for which payment is calculated pursuant to the Simple Interest Method or Precomputed Interest Method, as applicable, and in the event that such Receivable is prepaid by the Obligor, requires a prepayment that fully pays the Principal Balance of such Receivable and any interest and applicable fees accrued at the related APR through the date of prepayment;

(xvi) as of the date of determination related to the applicable Cutoff Date, no Scheduled Payment remains unpaid 30 days or more from the original due date for such payment

(xvii) as of the related Cutoff Date and any Determination Date, no Scheduled Payment remains unpaid 60 days or more from the original due date for such payment;

(xviii) as of the related Cutoff Date and any Determination Date, is not a Defaulted Receivable;

(xix) at the time of origination, is not secured by underlying collateral that has been repossessed;

(xx) at the time of origination, has a Scheduled Payment due at least monthly;

(xxi) as of the date of determination related to the applicable Cutoff Date, is not an Extended Receivable (including Delinquent Renewals) for which either no Scheduled Payment thereon has been made by the Obligor after the related extension or for which the related extension occurred in the current Collection Period;

(xxii) at the time of sale to the Borrower, with respect to which no procedures believed by the Servicer or the Borrower to be materially adverse to the interests of the Lenders were utilized by the Servicer or the Borrower in identifying and/or selecting such Receivable; additionally, no adverse procedures were used by the Borrower in providing information related to the Receivables;

(xxiii) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, is not subject to any right of rescission, cancellation, set-off, claim, counterclaim or defense (including the defense of usury), and the operation of any

of the terms of any contract, or the exercise of any right thereunder, will not render the related Receivable unenforceable in whole or in part or subject to any right of rescission, setoff, counterclaim or defense (including the defense of usury) and neither no Regional Management Entity has received written notice of the assertion of any such right of rescission, setoff, counterclaim or defense with respect thereto;

(xxiv) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, there are no proceedings pending or, to the best of the Borrower's knowledge threatened, wherein the Obligor or any Governmental Authority has alleged the related Contract is illegal or unenforceable;

(xxv) at the time of origination of such Receivable, provides that a prepayment by the related Obligor will fully pay the Principal Balance and accrued interest through the date of prepayment based on the Contract's APR;

(xxvi) at the time that such Receivable (or, in the case of a Receivable originated by a Bank Originator, the participation interest in such Receivable) is included in the Collateral, for which the Servicer and the related Originator have clearly marked their electronic records to indicate that such Receivable is (a) other than a Receivable originated by a Bank Originator, owned by the Borrower in its entirety (no fractional interest), (b) in the case of the North Carolina Receivables other than a Receivable originated by a Bank Originator, owned by the Trust, or (c) in the case of Receivables originated by a Bank Originator, owned by such Bank Originator and in which the Borrower or the Trust, as applicable, has a participation interest;

(xxvii) at the time of origination of such Receivable, the first scheduled payment on the related Contract is no more than 45 days from the contract date or past due; provided that no funds will have been advanced by an Originator, the Borrower, any third-party lender, or anyone acting on behalf of any of them in order to cause such Contract to comply with such requirement;

(xxviii) at the time of sale to the Borrower, is fully assignable and the related Contract does not require the Obligor or any other party to receive notice or consent to the transfer, sale or assignment of the rights and duties of the Originator thereunder;

(xxix) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, the related Contract has not been waived in any manner such that the Contract fails to satisfy any of the representations and warranties made by Regional Management or each Originator with respect thereto, and no provision of any Contract has been waived except as noted in the related Receivable File;

(xxx) at the time of sale to the Borrower, the sale, transfer, assignment and conveyance of such Receivable by an Originator or Regional Management is not subject to and will not result in any Tax payable by such Originator, Regional Management or the

Borrower to any federal, State or local government, other than those Taxes which have or will be paid by such Originator or Regional Management as due;

(xxxix) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, the related Obligor is not bankrupt and is not the subject of any bankruptcy proceeding;

(xxxvii) at the time of origination of such Receivable, such Receivable had an original term to maturity and a remaining term to maturity of not more than 60 months and not less than three months;

(xxxviii) such Receivable is due from an Obligor that at the time of origination had either a FICO® Score or a VantageScore and such FICO® Score or VantageScore was not less than 475;

(xxxix) at the time of origination of such Receivable, such Receivable had an APR of at least 5.00%;

(xxxv) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, (a) in the case of a Receivable originated by an Originator other than a Bank Originator, such Receivable has an APR of no more than 36.00%, inclusive of any fees, and (b) in the case of a Receivable originated by a Bank Originator, there shall be no origination fee;

(xxxvi) at the time of origination of such Receivable, such Receivable had an amount financed of no more than: (A) \$5,000 if such Receivable is a Convenience Check, (B) \$50,000 for Hard Secured Receivables, (C) \$12,000 for any Receivables that are not Convenience Checks or Hard Secured Receivables;

(xxxvii) such Receivable was originated on or after January 1, 2018;

(xxxviii) at the time of sale to the Borrower, such Receivable had been originated pursuant to a Credit Policy and had been serviced pursuant to a Collection Policy that in each case, is in material compliance with Section 6.01(h) of the Credit Agreement; and

(xxxix) at the time of origination of such Receivable in the case of a Receivable originated by a Bank Originator, the Obligor's state of residence (a) is not Colorado, Connecticut, Georgia, Iowa, West Virginia, Maine, New York, Vermont, Wyoming nor District of Columbia, (b) is not Hawaii if the original loan balance is less than \$1,500, and (c) is not Illinois if the "all in" military annual percentage rate (MAPR) is greater than 36%.

(b) Schedule of Receivables. The information with respect to a Receivable set forth in the Schedule of Receivables is true and correct in all material respects as of the related Funding Date or substitution date.

SB-5

(c) Compliance with Law. The Receivable complied at the time it was originated or made, the transfer of that Receivable to the Borrower complied at the time of transfer, and the ownership of that Receivable by the Borrower complies as of the Closing Date or the related Funding Date, as applicable, in all material respects with all requirements of applicable federal, State and local laws, and regulations thereunder, including to the extent applicable, usury laws, the Federal Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, the Fair Debt Collection Practices Act, the Fair Credit Billing Act, the Magnuson-Moss Warranty Act, Federal Reserve Board Regulations B and Z, the Servicemembers Civil Relief Act, State adaptations of the National Consumer Act and of the Uniform Consumer Credit Code and any other consumer credit, equal opportunity and disclosure laws applicable to that Receivable. None of the underlying Obligors related to such Receivables are Sanctioned Targets.

(d) Binding Obligation. The Receivable and the related Contract is duly authorized on the part of the related Obligor, is in full force and effect and constitutes the legal, valid and binding payment obligation in writing of the Obligor, enforceable by the holder thereof in accordance with its terms, except (i) as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, liquidation or other similar laws and equitable principles relating to or affecting the enforcement of creditors' rights generally and (ii) as such Receivable may be modified by the application after the related Cutoff Date of the Servicemembers Civil Relief Act, to the extent applicable to the related Obligor.

(e) Receivable in Force. The Receivable has not been satisfied, subordinated or rescinded nor has the underlying collateral, if any, securing the related Contract been released from the lien of such Receivable in whole or in part, other than in connection with a substitution of similar collateral in accordance with customary procedures, and no Regional Management Entity has done nothing to impair the rights of the Secured Parties therein.

(f) No Default; No Waiver. Except for payment delinquencies with respect to any Receivable, no default, breach, violation or event permitting acceleration under the terms of the Receivable existed as of the related Cutoff Date nor did any continuing condition that with notice or lapse of time, or both, would constitute a default, breach, violation or event permitting acceleration under the terms of the Receivable exist as of the related Cutoff Date and the Borrower has not waived any of the foregoing.

(g) No Government Obligor. The Obligor on the Receivable is not the United States or any State or any local government, or any agency, department, political subdivision or instrumentality of the United States or any State or any local government.

(h) Assignment. No Receivable has been originated in, or is subject to the laws of, any jurisdiction under which the sale, transfer, assignment, setting over, conveyance or pledge of such Receivable would be unlawful, void, or voidable. Neither any Originator nor Regional Management has entered into any agreement with any Obligor that prohibits, restricts or conditions the assignment of the related Receivable.

SB-6

(i) Good Title. It is the intention of the Borrower that each of the sales, transfers, assignments and conveyances herein contemplated constitute an absolute sale, transfer, assignment and conveyance of the Receivables (other than Receivables originated by a Bank Originator), participation interests in the Receivables (in the case of Receivables originated by a Bank Originator) and the 2021-1C SUBI Certificate and that neither such Receivables, such participation interests in Receivables, nor the 2021-1C SUBI Certificate shall be a part of Regional Management's estate in the event of the filing of a bankruptcy petition by or against Regional Management under any bankruptcy law. As of the Closing Date or the related Funding Date, as applicable, none of the 2021-1C SUBI Certificate, any Receivable (other than Receivables originated by a Bank Originator), or any participation interests in the Receivables (in the case of Receivables originated by a Bank Originator) has been sold, transferred, assigned, conveyed or pledged by any Originator, Regional Management, the Trust or the Borrower to any Person other than pursuant to the Basic Documents. As of the Closing Date or the related Funding Date, as applicable, and immediately prior to the related sale and transfer herein contemplated, Regional Management had good and marketable title to and was the sole owner of each related Receivable (except for a Receivable originated by a Bank Originator, each related participation interest (in the case of a Receivable originated by a Bank Originator) and the 2021-1C SUBI Certificate free and clear of all Liens (except any Lien which will be released prior to assignment of such Receivable hereunder and any Permitted Liens), and, immediately upon the sale and transfer thereof, the Borrower will have good and marketable title to each such Receivable, each such participation interest (in the case of a Receivable originated by a Bank Originator) and the 2021-1C SUBI Certificate, free and clear of all Liens (other than Permitted Liens).

(j) Filings. All filings (including UCC filings) necessary in any jurisdiction to give the Borrower a first priority, validly perfected ownership interest in the Receivables (other than any related security with respect thereto, to the extent that an ownership interest therein cannot be perfected by the filing of a financing statement), and to give the Administrative Agent a first priority perfected security interest therein, will be made on the Closing Date.

(k) Priority. The Receivable is not pledged, assigned, sold, subject to a security interest, or otherwise conveyed other than pursuant to the Basic Documents. Neither any Originator nor Regional Management has authorized the filing of and there are no financing statements against an Originator or Regional Management that include a description of collateral covering any Receivable other than any financing statement relating to security interests (i) granted under the Basic Documents or (ii) that have been or, prior to the assignment of such Receivable hereunder, will be terminated, amended or released. The Second Tier Purchase Agreement creates a valid and continuing security interest in the Receivable (other than the related security with respect thereto) in favor of the Borrower which security interest is prior to all other Liens (other than Permitted Liens) and is enforceable as such against all other creditors of and purchasers and assignees from Regional Management.

(l) Characterization of Receivables. Each Receivable constitutes "tangible chattel paper," "accounts," "instruments," "general intangibles" or "electronic chattel paper" (in each case, as defined in the UCC).

SB-7

(m) One Original. With respect to each Receivable with respect to which the related Contract does not constitute an Electronic Contract, there is only one executed original copy of the Contract (except in the case of a Convenience Check) related to such Receivable. Further, the Contract relating to such Receivable described in the preceding sentence does not have any stamps, marks or notations indicating any interest of any other Person, or if it has any stamps, marks or notations indicating an interest of any other Person, such stamps, marks or notations have been cancelled or voided (or if such stamp, mark or notation is in the name of an agent (or any predecessor agent) under the Senior Revolver, the Borrower has the right to cancel or void such stamp, mark or notation without the consent of such agent (or any predecessor agent, as applicable) and such agent (or any predecessor agent, as applicable) has released in writing its lien on such Contract).

(n) No Defenses. Neither any Originator nor Regional Management has any knowledge either of any facts which would give rise to any right of rescission, offset, claim, counterclaim or defense, or of the same being asserted or threatened and is not subject to any dispute, offset, counterclaim or defense whatsoever (except the discharge in bankruptcy of the related Obligor) with respect to any Receivable.

(o) Receivable File. As of the related Funding Date, (i) with respect to any Contract other than an Electronic Contract, the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties, (ii) with respect to an Electronic Contract that constitutes Electronic Chattel Paper, the Authoritative Copy of such Electronic Contract is maintained in the Electronic Vault solely for the benefit of the Administrative Agent, as pledgee of the Borrower or the Trust, as applicable, and the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties, and (iii) with respect to an Electronic Contract that does not constitute Electronic Chattel Paper, the electronically authenticated original record of the executed Contract is maintained in the Electronic Vault solely for the benefit of the Administrative Agent, as pledgee of the Borrower or the Trust, as applicable, and the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties.

(p) No Fraud or Misrepresentation. To the best of the Borrower's knowledge, such Receivable was originated without fraud or misrepresentation.

(q) Electronic Chattel Paper. With respect to each Receivable with respect to which the related Contract constitutes Electronic Chattel Paper, all of the following are true:

(i) There is only one single Authoritative Copy of each electronic "record" constituting or evidencing a Contract that is Electronic Chattel Paper, the record or records composing the Electronic Chattel Paper are created, stored and assigned in such a manner that (A) a single authoritative copy of the record or records exists which is unique, identifiable and unalterable (other than a revision that is readily identifiable as an authorized or unauthorized revision), (B) each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy

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that is not the authoritative copy, (C) the authoritative copy has been communicated to and is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent, (D) all copies or revisions that add or change an identified assignee of the Authoritative Copy of such Contract that constitutes or evidences the Receivable must be made with the participation of the Administrative Agent, and (E) such Authoritative Copy identifies only the Administrative Agent as the assignee.

(ii) Neither the Borrower nor any other Person has communicated an Authoritative Copy of such Contract that constitutes or evidences the Receivable to any Person other than the Electronic Vault Provider as a designated custodian of the Administrative Agent pursuant to the terms of this Agreement and the Electronic Collateral Control Agreement from and after the applicable Funding Date.

SB-9

SCHEDULE OF RECEIVABLES

[Original delivered to and on file with the Agents]

SC-1

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SCHEDULE D

LOCATION OF RECEIVABLE FILES AND BOOKS AND RECORDS

[Provided to and on file with the Administrative Agent]

SD-1

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LIST OF APPROVED SUBSERVICERS AND SUBCUSTODIANS

Regional Finance Corporation of Alabama, d/b/a Regional Finance, d/b/a Superior Financial Services, d/b/a First Community Credit

Regional Finance Company of Arizona, LLC, d/b/a Regional Finance

Regional Finance Company of California, LLC, d/b/a Regional Finance

Regional Finance Company of Georgia, LLC, d/b/a Regional Finance

Regional Finance Company of Idaho, LLC, d/b/a Regional Finance

Regional Finance Company of Illinois, LLC, d/b/a Regional Finance

Regional Finance Company of Indiana, LLC, d/b/a Regional Finance

Regional Finance Company of Louisiana, LLC, d/b/a Regional Finance

Regional Finance Company of Mississippi, LLC, d/b/a Regional Finance

Regional Finance Company of Missouri, LLC, d/b/a Regional Finance

Regional Finance Company of New Mexico, LLC, d/b/a Regional Finance

Regional Finance Corporation of North Carolina, d/b/a Regional Finance, d/b/a RMC Financial Services

Regional Finance Company of Oklahoma, LLC, d/b/a Regional Finance

Regional Finance Corporation of South Carolina, d/b/a Regional Finance, d/b/a RMC Financial Services, d/b/a Sun Finance, d/b/a Anchor Finance

Regional Finance Corporation of Tennessee, d/b/a Regional Finance

Regional Finance Corporation of Texas, d/b/a Regional Finance, d/b/a Regional Finance Corporation

Regional Finance Company of Utah, LLC, d/b/a Regional Finance

Regional Finance Company of Virginia, LLC, d/b/a Regional Finance

Regional Finance Corporation of Wisconsin, d/b/a Regional Finance

SE-1

REPRESENTATIONS AND WARRANTIES REGARDING SECURITY INTERESTS

The Borrower represents and warrants as of the Closing Date and each Funding Date:

(i) This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in all Receivables (or participation interests therein, as applicable) in favor of the Administrative Agent, which security interest is prior to all other Liens, and is enforceable as such against creditors of and purchasers from the Borrower.

(ii) The Receivables constitute “tangible chattel paper,” “accounts,” “instruments,” “general intangibles” or “electronic chattel paper” (in each case, as defined in the UCC).

(iii) The Borrower owns and has good and marketable title to the Receivables (or participation interests therein, as applicable) and the 2021-1C SUBI Certificate free and clear of any Lien, claim, or encumbrance of any Person (other than Permitted Liens).

(iv) The Borrower has caused or will have caused, within ten days after the Closing Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect the security interest in the Receivables (or participation interests therein, as applicable) granted to the Administrative Agent hereunder.

(v) Other than the security interest granted to the Administrative Agent pursuant to this Agreement, the Borrower has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Receivables. The Borrower has not authorized the filing of and is not aware of any financing statements against the Borrower that include a description of collateral covering the Receivables other than any financing statement relating to the security interest granted to the Administrative Agent hereunder, that has been terminated or amended in connection with the security interest of the Administrative Agent. The Borrower is not aware of any judgment or tax lien filings against the Borrower.

(vi) The Borrower (or its duly appointed agent) has in its possession all copies of the Contracts that constitute or evidence the Receivables (other than Electronic Contracts). The Contracts (other than Electronic Contracts) that constitute or evidence the Receivables do not have any stamps, marks or notations indicating that they have been pledged, assigned, or otherwise conveyed to any Person other than the Administrative Agent, except such stamps, marks or notations otherwise cancelled, voided or superseded (or if such stamp, mark or notation is in the name of an agent (or any predecessor agent) under the Senior Revolver, the Borrower has the right to cancel or void such stamp, mark or notation without the consent of such agent (or any predecessor agent, as applicable) and such agent (or any predecessor agent, as applicable) has released in writing its lien on such Contract). All financing statements filed or to be filed against the Borrower in favor

SF-1

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of the Administrative Agent in connection herewith describing the Receivables contain a statement to the following effect: “A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Administrative Agent”.

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SERVICING CENTRALIZATION EVENT

Following the occurrence of a Servicing Centralization Event, unless waived by the Required Lenders, the following will occur:

(r) The Backup Servicer will confirm access of a central lockbox approved by the Administrative Agent (acting at the direction of the Required Lenders) (the “Lockbox”), pursuant to a lockbox agreement (the “Lockbox Agreement”) among the holder of the Lockbox, Regional Management, the Administrative Agent on behalf of the Lenders, and the Backup Servicer. Regional Management will send letters to Obligor with new/updated payment instructions to make all payments to the Lockbox and all other offices of Regional Management that collect cash and checks must send such Collections to the Lockbox within one day of receipt.

(s) The Administrative Agent, the Agents and the Backup Servicer will participate in status meetings with Regional Management on a regular basis, which meetings may be conducted telephonically.

(t) The collection function will remain with Regional Management as Servicer, but moved to a central location acceptable to the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

(u) Regional Management will utilize a single repossession vendor with a national footprint acceptable to the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

SG-1

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LOCATIONS OF BOOKS AND RECORDS

[Provided to and on file with the Administrative Agent]

SH-1

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BORROWER OPERATING ACCOUNT

[Provided to and on file with the Administrative Agent]

SI-1

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FORM OF FUNDING REQUEST

_____, 20__

JPMorgan Chase Bank, N.A.
 Chase Tower, 16th Floor
 10 South Dearborn Street
 Mail Code IL1-0079
 Chicago, Illinois 60603
 Attention: Asset-Backed Securities Conduit Group
 E-mail: xxx@jpmorgan.com
 xxx@jpmorgan.com
 xxx@jpmorgan.com
 Telephone: xxx-xxx-xxxx
 Facsimile: xxx-xxx-xxxx

Computershare Trust Company, National Association,
 as Account Bank and Backup Servicer

1505 Energy Park Drive
 St. Paul, MN 55108
 Attention: Corporate Trust Services – Asset-Backed Administration

Re: Regional Management Receivables V, LLC – Credit Agreement

Ladies and Gentlemen:

The undersigned is a Responsible Officer of Regional Management Receivables V, LLC (the “Borrower”) and is authorized to execute and deliver this Funding Request on behalf of the Borrower pursuant to the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Regional Management Corp, as servicer, Computershare Trust Company, National Association, as backup servicer and account bank, the Lenders from time to time party thereto, the Agents for the Lender Groups from time to time parties thereto and JPMorgan Chase Bank, N.A. (“JPMorgan”) as Administrative Agent. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

The Borrower hereby requests that a Loan be made under the Credit Agreement on _____, _____ in the amount of \$ _____.

In connection with the foregoing, the undersigned hereby certifies, on behalf of the Borrower, as follows:

(1) As of the date hereof, the Borrowing Base (calculated as of the previous Determination Date, or the later of, with respect to Receivables added to the Collateral following

such Determination Date, but prior to or on such date of determination, the related Cutoff Date) are _____ and _____, respectively. After giving effect to the requested Loan, the Loans Outstanding will not exceed the Borrowing Base and no Borrowing Base Deficiency will exist. Attached to this Funding Request is a true, complete and correct calculation of such Borrowing Base and all components thereof.

(2) All of the conditions applicable to the requested Loan as set forth in the Credit Agreement have been satisfied as of the date hereof and will remain satisfied to the date of such Loan, including:

(a) each of the representations and warranties contained in Article Five of the Credit Agreement are true and correct in all respects on and as of the date hereof, before and after giving effect to the Loan and to the application of the proceeds therefrom as though made on and as of the date hereof;

(b) no event has occurred, or would result from such Loan or from the application of the proceeds therefrom, which constitutes an Event of Default or Facility Amortization Event;

(c) the Borrower is in material compliance with each of its covenants set forth in the Credit Agreement; and

(d) to the best of the Borrower's knowledge, no event has occurred which constitutes a Servicer Termination Event.

(3) The requested Loans will not, on the Funding Date, exceed the Available Amount and, after giving effect to the requested Loan, the Loans Outstanding will not exceed the Borrowing Base.

(4) Attached hereto is a true, correct and complete Schedule C to the Credit Agreement, reflecting all Subsequent Receivables which will become part of the Collateral on the Funding Date, each Subsequent Receivable reflected thereon being an Eligible Receivable.

(5) The Cutoff Date with respect to the Receivables is _____, 20__.

REGIONAL MANAGEMENT RECEIVABLES V, LLC,
as Borrower

By: Name:

Title:

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SCHEDULE A TO FUNDING REQUEST
[FORM OF FUNDING REQUEST REPORT TO BE INSERTED]

A-4

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[RESERVED]

B-1

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FORM OF ASSIGNMENT AND ACCEPTANCE¹

_____, 20__

Reference is made to the Credit Agreement, dated as of , April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower, Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A. (“JPMorgan”), as administrative agent (in such capacity, the “Administrative Agent”), and Computershare Trust Company, National Association, as account bank and backup servicer. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Credit Agreement.

_____ (the “Assignor”) and _____ (the “Assignee”) agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor’s rights and obligations under the Credit Agreement as of the date hereof which represents the percentage interest specified in Section 1 of Schedule 1 of all outstanding rights and obligations of the Assignor under the Credit Agreement, including such interest in the Commitment of the Assignor and the Lender Advances made by the Assignor. After giving effect to such sale and assignment, the Commitment and the amount of Lender Advances made by the Assignee will be as set forth in Section 2 of Schedule 1.
2. The Assignor represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Lien.
3. The Assignor and the Assignee confirm to and agree with each other and the other parties to Credit Agreement that: (i) other than as provided herein, the Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto; (ii) the Assignee confirms that it has received a copy of the Credit Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) the Assignee will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender party to the Credit Agreement and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not

¹ Note: This form may be modified as necessary (but on a basis consistent with this form) to accommodate assignments of balances by Conduits and other scenarios.

taking action under the Credit Agreement; (iv) the Assignor and the Assignee confirm that the Assignee is an Eligible Assignee; (v) the Assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; (vi) the Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including the confidentiality provisions of Article Fourteen of the Credit Agreement; and (vii) this Assignment and Acceptance meets all other requirements for such an Assignment and Acceptance set forth in Article Thirteen of the Credit Agreement.

4. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, it will be delivered to the Administrative Agent for acceptance. The effective date of this Assignment and Acceptance (the “Assignment Date”) shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified in Section 3 of Schedule 1.

5. The Assignor and the Assignee agree to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with this Assignment and Acceptance.

6. Upon such acceptance by the Administrative Agent, the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder, provided, however, that the Assignor shall, to the extent such rights have been assigned by it under this Assignment and Acceptance, relinquish its assigned rights and be released from its assigned obligations under the Credit Agreement (and, in the case of an Assignment and Acceptance coving all or the remaining portion of an assigning Assignor’s rights and obligations under the Credit Agreement, Assignor shall cease to be a party thereto).

7. Upon such acceptance by the Administrative Agent, from and after the Assignment Date, the Administrative Agent shall make, or cause to be made, all payments under the Credit Agreement in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and fees with respect thereto) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Assignment Date directly between themselves.

8. **THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN § 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Acceptance and Assignment as of the ____ day
of _____, 20__.

_____, as Assignor

By:

Name:

Title:

_____, as Assignee

By:

Name:

Title:

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Schedule 1
to
Assignment and Acceptance
_____, 20__

Section 1.

Percentage Interest: _____%

Section 2.

Dollar Amount of the Loan Owing to the Assignee: \$ _____

Section 3.

Assignment Date: _____, 20__

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FORM OF CREDIT POLICY

[Provided to and on file with the Administrative Agent]

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FORM OF COLLECTION POLICY

[Provided to and on file with the Administrative Agent]

E-1

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~~LEGAL02/45006062v3~~

FORM OF POWER OF ATTORNEY

This Power of Attorney (this "Power of Attorney") is executed and delivered by Regional Management Receivables V, LLC ("Grantor") to JPMorgan Chase Bank, N.A., as Administrative Agent ("Attorney"), pursuant to (i) the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower (the "Borrower"), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A., as administrative agent, and Computershare Trust Company, National Association, as account bank and backup servicer, and (ii) the other Basic Documents. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor until all Aggregate Unpaid have been indefeasibly paid in full and Attorney has provided its written consent thereto.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney's own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Credit Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it, upon the occurrence and during the continuance of any Event of Default, to do the following: (i) to give any necessary receipts or acquittance for amounts collected or received under the Credit Agreement, (ii) to make all necessary transfers of the Collateral in connection with any sale or other disposition made pursuant to the Credit Agreement, (iii) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, Grantor thereby ratifying and confirming all that such Attorney (or any substitute) shall lawfully do hereunder and pursuant hereto, (iv) to sign any agreements, orders or other documents in connection with or pursuant to any Basic Document, (v) to exercise all rights and privileges of Grantor under the Second Tier Purchase Agreement, (vi) to pay or discharge any taxes, Liens or other encumbrances levied or placed on or threatened against Grantor or Grantor's property, (vii) to defend any suit, action or proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that it is not pursuing such defense in a manner that will maximize the

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recovery to Attorney, and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate, (viii) to file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of Grantor's property, (ix) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with, any of Grantor's property, and execute, in connection with such sale or action, any endorsements, assignments or other instruments of conveyance or transfer in connection therewith and (x) to cause the certified public accountants then engaged by Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, any reports required to be prepared by or on behalf of Grantor under the Credit Agreement or any other Basic Document, all as though Attorney were the absolute owner of its property for all purposes, and to do, at Attorney's option and Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do.

Grantor hereby ratifies, to the extent permitted by Applicable Law, all that the Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES V, LLC

By:
Name:
Title:

Sworn to and subscribed before
me as of the date first above written

Notary Public

[NOTARY SEAL]

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~~LEGAL02/45006062v3~~

FORM OF POWER OF ATTORNEY

This Power of Attorney (this “Power of Attorney”) is executed and delivered by Regional Management Corp. (“Grantor”) to JPMorgan Chase Bank, N.A., as Administrative Agent (“Attorney”), pursuant to (i) the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower (the “Borrower”), Grantor, as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A., as administrative agent, and Computershare Trust Company, National Association, as account bank and backup servicer, and (ii) the other Basic Documents. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor until all Aggregate Unpaid have been indefeasibly paid in full and Attorney has provided its written consent thereto.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney’s own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Credit Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it, upon the occurrence and during the continuance of any Servicer Termination Event, to execute any agreements, orders, instructions or other documents in connection with the Receivables, the Receivables Files or the Contracts, including giving instructions to any subservicer with respect to assembly and delivery of possession of the Receivables Files or the Contracts (other than the Electronic Contracts) to or at the direction of the Administrative Agent, all as though Attorney were the absolute owner of its property for all purposes, and to do, at Attorney’s option and Grantor’s expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do.

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Grantor hereby ratifies, to the extent permitted by Applicable Law, all that the Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of the date first above written.

REGIONAL MANAGEMENT CORP.

By:
Name:
Title:

Sworn to and subscribed before
me as of the date first above written

Notary Public

[NOTARY SEAL]

F-2-2

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FORM OF SECURITIZATION RELEASE

Reference is hereby made to the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower, Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A. (“JPMorgan”), as administrative agent (in such capacity, the “Administrative Agent”), and Computershare Trust Company, National Association, as account bank and backup servicer. Capitalized terms not defined herein shall have the meaning given such terms in the Credit Agreement.

The Borrower and the Servicer hereby represent and warrant that each condition in the Credit Agreement and each other Basic Document, to the consummation of the Securitization to which this Securitization Release relates, has been satisfied, including but not limited to delivery of (i) the executed Securitization Date Certificate, in substantially the form attached hereto as Annex 1 and (i) the executed notice, in substantially the form attached hereto as Annex 2.

Upon deposit in the Collection Account of \$ _____ in accordance with Section 2.14(a)(iv) in immediately available funds, the Administrative Agent hereby releases all of its right, title and interest, including its Lien, in and to the following:

(a) the Receivables (including the North Carolina Receivables evidenced by the 2021-1C SUBI Certificate) to be transferred by the Borrower in the related Securitization and described in Schedule I hereto (the “Securitized Receivables” and such Schedule, the “Schedule of Securitized Receivables”), together with the related Contracts (including the agreement to service the Receivables), whether now existing or hereafter acquired, and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections related thereto, and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Securitized Receivables) to become due or received by any Person in payment of any of the foregoing on or after the related Securitization Date;

(b) all of the Borrower’s interest in the related underlying collateral securing the Securitized Receivables (including repossessed vehicles) or in any document or writing evidencing any security interest in any such underlying collateral and each security interest in each such underlying collateral, whether now existing or hereafter acquired, including all proceeds from any sale or other disposition of such underlying collateral;

(c) all Receivable Files and the Schedule of Securitized Receivables, relating to the Securitized Receivables, whether now existing or hereafter acquired, and all right, title and interest of the Borrower in and to the documents, agreements and instruments included in such Receivable Files, including rights of recourse of the Borrower against Regional Management and/or any Originator.

(d) all of the Borrower's interest in all Records, documents and writings evidencing or related to the Securitized Receivables or the related Contracts;

(e) all of the Borrower's interest in all rights to any monies collected from whatever source in connection with any default of an Obligor with respect to the underlying collateral securing such Obligor's Contract, and all proceeds thereof;

(f) all of the Borrower's interest in all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof) and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Securitized Receivables, whether pursuant to the related Contracts or otherwise;

(g) all of the Borrower's interest in all rights to payment under all service contracts and other contracts and agreements associated with the Securitized Receivables and all of the Borrower's interest in all recourse rights against the related Originator and Regional Management;

(h) Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Securitized Receivables, whether now existing or hereafter acquired, and the related underlying collateral with respect to such Securitized Receivables, whether now existing or hereafter acquired;

(i) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing;

(j) all of the Borrower's right, title and interest in and to the First Tier Purchase Agreement and the Second Tier Purchase Agreement relating to the Securitized Receivables and remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Regional Management under or in connection with the Second Tier Purchase Agreement and relating to such Securitized Receivables; and

(k) all income and proceeds of the foregoing.

[The Servicer and the Borrower hereby direct the Servicer to deliver the Receivable Files for the Securitized Receivables to _____.]

as of _____, 20__.

REGIONAL MANAGEMENT RECEIVABLES V, LLC, as Borrower

By:
Name:
Title:

REGIONAL MANAGEMENT CORP., as Servicer

By:
Name:
Title:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:
Name:
Title:

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[]

SECURITIZATION DATE CERTIFICATE
PURSUANT TO SECTION 2.14(a)
OF THE CREDIT AGREEMENT

[], delivers this certificate pursuant to Section 2.14(a) of the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower (the “Borrower”), Regional Management Corp. (“Regional Management”), as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A. (“JPMorgan”), as administrative agent (in such capacity, the “Administrative Agent”), and Computershare Trust Company, National Association, as account bank and backup servicer, and hereby certifies, as of the date hereof, the following:

(a) the Borrower has sufficient funds on the related Securitization Date to effect the Securitization in accordance with the Credit Agreement (taking into account, to the extent necessary, the proceeds of sales of the Collateral in the Securitization);

(b) after giving effect to the Securitization, the release of by the Administrative Agent of the related Receivables on the Securitization Date and the transfer by the Borrower or the related Receivables on the Securitization Date, (1) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to the Credit Agreement after giving effect to the Securitization, (2) no Borrowing Base Deficiency exists, (3) no Unmatured Event of Default, Event of Default or Facility Amortization Event has occurred or results from such release and Securitization, (4) if such Securitization Date is not a Payment Date, the Borrower shall have sufficient available funds on the immediately succeeding Payment Date to pay all amounts due and payable on such Payment Date pursuant to Section 2.07, (5) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct in all material respects, except to the extent that such representations and warranties expressly related to an earlier date as set forth therein and (6) with respect to any Receivables being transferred pursuant to clause (ii) of the definition of Securitization pursuant to Section 2.14(iii), the purchase price relating to such Receivables shall be at fair market value as determined in good faith by the Borrower, Regional Management and the related Originators (other than a Bank Originator); and

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(c) the Borrower has delivered to the Administrative Agent a list specifying the Receivables being released pursuant to such Securitization.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

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20__.

IN WITNESS WHEREOF, the Servicer has caused this certificate to be executed on its behalf this ____ day of _____,

[]

By:
Name:
Title:

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SCHEDULE A TO SECURITIZATION DATE CERTIFICATE

[FORM OF SECURITIZATION REPORT TO BE INSERTED]

[See Attached]

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FORM OF NOTICE

Regional Management Receivables V, LLC

_____, 20__

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: xxx@jpmorgan.com
xxx@jpmorgan.com
xxx@jpmorgan.com
Telephone: xxx-xxx-xxxx
Facsimile: xxx-xxx-xxxx

Computershare Trust Company, National Association,
as Account Bank and Backup Servicer

1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services – Asset-Backed Administration

eOriginal, Inc.
351 W. Camden Street, Suite 800
Baltimore, Maryland 21201
Attention: General Counsel
Phone: xxx-xxx-xxxx
Email: xxx@eoriginal.com

Re: Regional Management Receivables V, LLC – Credit Agreement

Ladies and Gentlemen:

Reference is made to (a) the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower (the “Borrower”), Regional

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Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A. (“JPMorgan”), as administrative agent (in such capacity, the “Administrative Agent”) and Computershare Trust Company, National Association, as account bank and backup servicer and (b) the Electronic Collateral Control Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Electronic Collateral Control Agreement”), by and among the Administrative Agent, for itself and other secured parties, the Borrower, as a debtor, Regional Management, Regional Management North Carolina Receivables Trust, acting thereunder solely with respect to the 2021-1C SUBI, as a debtor, and eOriginal, Inc.

Pursuant to Section 2.14(a)(i) of the Credit Agreement, the Borrower gives notice of its intent to effect a Securitization on or about _____, 20__ (which date is no fewer than 30 days after the date of delivery of this notice to the Administrative Agent) and on such date, the Borrower elects to prepay the aggregate Principal Amount of the Loans [in whole]/[in an amount equal to \$[]].

Pursuant to Section 4.3 of the Electronic Collateral Control Agreement, the Borrower acknowledges that the Securitization and the transfer of eContracts (as defined in the Electronic Collateral Control Agreement) to the Securitization is permitted under the Credit Agreement, the 2021-1C SUBI Security Agreement and the Basic Documents.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Very truly yours,

REGIONAL MANAGEMENT RECEIVABLES V, LLC

By:

Name:

Title:

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SCHEDULE OF SECURITIZED RECEIVABLES

[Receivables relating to a Securitization as defined under clause (i) of the definition thereof]

[Receivables relating to a Securitization as defined under clause (ii) of the definition thereof]

FORM OF MONTHLY REPORT

[On file with Administrative Agent]

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I-1

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[RESERVED]

J-1

~~LEGAL02/45006062v3~~

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FORM OF PREPAYMENT NOTICE

Regional Management Receivables V, LLC

_____, 20__

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: xxx@jpmorgan.com
xxx@jpmorgan.com
xxx@jpmorgan.com
Telephone: xxx-xxx-xxxx
Facsimile: xxx-xxx-xxxx

Computershare Trust Company, National Association,
as Account Bank and Backup Servicer

1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services – Asset-Backed Administration

Re: Regional Management Receivables V, LLC – Credit Agreement

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A. (“JPMorgan”), as administrative agent (in such capacity, the “Administrative Agent”), and Computershare Trust Company, National Association, as account bank and backup servicer.

Pursuant to Section 2.05 of the Credit Agreement, the Borrower hereby gives notice that on _____, 20__ (which date is no fewer than five (5) Business Days after the date of

K-1

delivery of this notice to the Administrative Agent and the Lenders) the Borrower elects to prepay the aggregate Principal Amount of the Loans [in whole]/[in an amount equal to \$[]].

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Very truly yours,

REGIONAL MANAGEMENT RECEIVABLES V, LLC

By:
Name:
Title:

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SYSTEM DESCRIPTION

[On file with the Administrative Agent]

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Summary report:	
Litera Compare for Word 11.10.1.2 Document comparison done on 8/19/2025 3:05:18 PM	
Style name: Standard	
Intelligent Table Comparison: Active	
Original DMS: nd://4123-4961-9028/9/Regional - Conformed Credit Agreement (6th Amend, 2024 Renewal).docx	
Modified DMS: nd://4143-0485-4367/4/JPM Regional - Exhibit A - Seventh Amendment (Conformed Credit Agreement (7th Amend)).docx	
Changes:	
Add	72
~~Delete~~	112
~~Move From~~	2
~~Move To~~	2
Table Insert	0
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	188

Exhibit B

Clean Credit Agreement (conformed through Amendment No. 7).

See attached.

*AMENDMENT NO. 1 DATED AS OF DECEMBER 17, 2021,
AMENDMENT NO. 2 DATED AS OF AUGUST 11, 2022,
AMENDMENT NO. 3 DATED AS OF SEPTEMBER 30, 2022,
AMENDMENT NO. 4 DATED AS OF NOVEMBER 22, 2022,
AMENDMENT No. 5 DATED AS OF MARCH 29, 2024 AND
AMENDMENT No. 6 DATED AS OF NOVEMBER 25, 2024
AMENDMENT No. 7 DATED AS OF AUGUST 19, 2025*

REGIONAL MANAGEMENT RECEIVABLES V, LLC,
as Borrower,

REGIONAL MANAGEMENT CORP.,
as Servicer,

the LENDERS
from time to time parties hereto,

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,
as Account Bank and Backup Servicer,

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent,

CREDIT AGREEMENT

Dated as of April 28, 2021

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CREDIT AGREEMENT

This Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is among Regional Management Receivables V, LLC, a Delaware limited liability company, as borrower (the “Borrower”), Regional Management Corp., a Delaware corporation (“Regional Management”), as servicer (the “Servicer”), the lenders from time to time parties hereto (the “Lenders”), JPMorgan Chase Bank, N.A. (“JPM”), as administrative agent for the Lenders (in such capacity, the “Administrative Agent”) and Computershare Trust Company, National Association, as successor to Wells Fargo Bank, National Association, acting through its Corporate Trust Services division, including its successors and permitted assigns, as account bank (in such capacity, the “Account Bank”) and backup servicer (in such capacity, the “Backup Servicer”).

WITNESSETH:

WHEREAS, the Borrower was formed for the purpose of taking assignments of, and holding, various assets, including secured and unsecured consumer loans, amounts received on or in respect of such finance contracts and proceeds of the foregoing;

WHEREAS, the Borrower desires that the Lenders make loans to the Borrower from time to time, the proceeds of which will be used to finance the purchase price of certain secured and unsecured consumer loans as described herein;

WHEREAS, the Lenders have made and desire to make such loans to the Borrower upon the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS; CONSTRUCTION

Definitions. Whenever used herein, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“Account Bank” means a Qualified Institution approved by the Administrative Agent that is holding the Accounts, which initially shall be Computershare.

“Account Bank Fee” means \$1,500 per month.

“Account Collateral” means the Accounts, together with all cash, securities, financial assets (as defined in Section 8-102(a)(9) of the UCC) and investments and other property from time to time deposited or credited to the Collection Account and the Reserve Account and all proceeds thereof.

“Account Control Agreement” means the Account Control Agreement relating to the Accounts, dated as of the Closing Date (as amended by that certain Omnibus Amendment, dated as of the Sixth Amendment Closing Date, and as further amended, restated, supplemented or otherwise modified from time to time), among the Borrower, the Administrative Agent and the Account Bank, as securities intermediary.

“Accounts” mean the Collection Account and the Reserve Account.

“Additional Amount” has the meaning given to such term in Section 2.13(a).

“Adjusted Daily Simple SOFR” means an interest rate per annum equal to (a) Daily Simple SOFR, plus (b) 0.10%; provided that if Adjusted Daily Simple SOFR as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

“Administrative Agent” has the meaning given to such term in the Preamble.

“Advance Rate” means 80.00% less the sum of (i) 5.00% if a Level I Trigger Event (other than in respect of clause (iii) thereof) that has occurred, (ii) 5.00% if a Hedge Step-down Event has occurred and (iii) if a Level I Trigger Event has occurred in respect of clause (iii) thereof, the applicable amount referred to therein. For the avoidance of doubt, reductions in the Advance Rate pursuant to clauses (i), (ii) and (iii) above are cumulative.

“Advisors” means accountants, attorneys, consultants, advisors, credit enhancers, liquidity providers and Persons similar to the foregoing and the respective directors, officers, employees and managers of each of the foregoing.

“Affected Party” means the Administrative Agent, any Lender, any Credit Provider or any of their respective Affiliates.

“Affiliate” means, with respect to a Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” or “controlled” have meanings correlative to the foregoing.

“Aggregate Commitment” means, as of any day, the sum of the Commitments of each Lender.

“Aggregate Unpaids” means, as of any date, an amount equal to the sum of (without duplication) (i) the Loans Outstanding, (ii) all accrued but unpaid Interest and (iii) all Unused Commitment Fees, Hedge Breakage Costs and other Obligations owed (whether due or accrued) by the Borrower to the Secured Parties and the Administrative Agent, and any fees, expenses and indemnities payable to the Backup Servicer, the Account Bank, the Third Party Allocation Agent, and the Servicer under this Agreement and the other Basic Documents.

“Agreement” has the meaning given to such term in the Preamble.

“Alternate Base Rate” means, for any day, a rate per annum equal to the greatest of (a) the Prime Rate in effect on such day, (b) the Federal Funds Effective Rate in effect on such day plus ½ of 1% and (c) Adjusted Daily Simple SOFR plus 1%. Any change in the Alternate Base Rate due to a change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Daily Simple SOFR shall be effective from and including the effective date of such change in the Prime Rate, the Federal Funds Effective Rate or Adjusted Daily Simple SOFR, respectively. If the Alternate Base Rate is being used as an alternate rate of interest pursuant to Section 2.18 (for the avoidance of doubt, only until the Benchmark Replacement has been determined pursuant to Section 2.18(b)), then the Alternate Base Rate shall be the greater of clauses (a) and (b) above and shall be determined without reference to clause (c) above. For the avoidance of doubt, if the Alternate Base Rate as determined pursuant to the foregoing would be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

“Amortization Adjustment” has the meaning given to such term in the Fee Letter.

“Amortization Period” means the period commencing on the Revolving Period Termination Date and ending on the day on which the Loans Outstanding are reduced to zero and all other Aggregate Unpaid have been paid in full.

“Annual Percentage Rate” or “APR” means, with respect to a Receivable, the rate per annum of finance charges stated in such Receivable as the “annual percentage rate” (within the meaning of the Federal Truth-in-Lending Act). If, after the Closing Date, the rate per annum with respect to a Receivable as of the related Cutoff Date is reduced (i) as a result of an Insolvency Proceeding involving the related Obligor or (ii) pursuant to the Servicemembers Civil Relief Act or similar State law, “Annual Percentage Rate” or “APR” shall refer to such reduced rate.

“Annualized Charge-off Ratio” means, with respect to any Determination Date and the related Collection Period, the product of (i) 12 and (ii) the percentage equivalent of a fraction, (a) the numerator of which is (x) the aggregate outstanding Principal Balance (determined for this purpose, with respect to any Defaulted Receivable, as if such Receivable was not a Defaulted Receivable) of all Receivables that have become Defaulted Receivables during such Collection Period, minus (y) the aggregate amount of Monthly Recoveries collected during the related Collection Period and (b) the denominator of which is the Receivables Principal Balance as of the last day of the previous Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Canadian Corruption of Foreign Public Officials Act or any other law, rule, or regulation of any jurisdiction applicable to each of the Borrower, the Servicer and their respective Affiliates from time to time concerning or relating to bribery or corruption.

“Anti-Money Laundering Laws” means applicable laws or regulations in any jurisdiction in which each of the Borrower, the Servicer and their respective Affiliates is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“Applicable Law” means, with respect to any Person, all existing and future applicable laws, rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by any Governmental Authority (including, but not limited to, the federal Dodd-Frank Act; the Truth in Lending Act and its implementing regulation, Regulation Z, as these appeared under the Federal Reserve Board and, currently, under the CFPB; the Equal Credit Opportunity Act and its implementing regulation, Regulation B, as these appeared under the Federal Reserve Board and, currently, under the CFPB; the Securities and Exchange Act of 1934; the Fair Credit Reporting Act, including Regulation V; the Fair Credit Billing Act; the Fair Debt Collection Practices Act; the Federal Trade Commission Act; the Servicemembers Civil Relief Act; Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions; state adoptions of the foregoing federal laws; state usury laws; and state-specific adoptions of the National Consumer Act and the Uniform Consumer Credit Code), and applicable judgments, decrees, injunctions, writs, orders or line actions of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction.

“Assignment and Acceptance” means an assignment and acceptance agreement between a Lender and an Eligible Assignee, in substantially the form of Exhibit C hereto.

“Assumption Date” means the date, if any, when the Backup Servicer becomes Successor Servicer hereunder.

“Authoritative Copy” means, with respect to any Electronic Contract that constitutes Electronic Chattel Paper, the authoritative copy thereof, as such term is used in Section 9-105 of the UCC.

“Authorized Officer” means, with respect to any Person other than a natural person, any officer of such Person, including any president, vice president, assistant vice president, treasurer, assistant treasurer, secretary or assistant secretary or any other officer performing functions similar to those performed by such officers.

“Available Amount” means, with respect to any day, the positive amount, if any, by which the Facility Amount exceeds the Loans Outstanding on such day.

ARTICLE FIFTEEN “Available Borrowing Capacity” means, as of any day, the aggregate committed borrowing capacity which, as of such date of determination, is undrawn and is then available to be drawn by Regional Management under the Senior Revolver.

“Available Funds” means, for any Payment Date and the related Collection Period, the sum of (i) Collections on deposit in the Collection Account, to the extent received during or in respect of such Collection Period and (ii) any Reserve Account Withdrawal Amounts.

“Available Funds Shortfall” means, for any Payment Date and the related Collection Period, the positive difference, if any, of (i) the amount necessary to make all distributions required to be made pursuant to clauses (i) through (iv) of Section 2.07 over (ii) Collections on deposit in the Collection Account, to the extent received during or in respect of such Collection Period.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, any tenor for such Benchmark (or component thereof) or payment period for interest calculated with reference to such Benchmark (or component thereof), as applicable, that is or may be used for determining the length of an Interest Period for any term rate or otherwise, for determining any frequency of making payments of interest calculated pursuant to this Agreement as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to clause (e) of Section 2.18.

“Backup Servicer” has the meaning given to such term in the Preamble.

“Backup Servicer Termination Notice” has the meaning given to such term in Section 8.04.

“Backup Servicing Fee” means the fee payable to the Backup Servicer on each Payment Date in accordance with Section 2.11(c), which fee shall be equal to the greater of (i) \$5,000, and (ii) the product of (a) the Backup Servicing Fee Rate, (b) the Eligible Pool Balance, as of the first day of the related Collection Period and (c) 1/12, but in any event no more than \$10,000 per annum unless a Servicer Centralization Event has occurred.

“Backup Servicing Fee Rate” has the meaning given to such term in the Computershare Fee Letter.

“Bank Drawn Rate” means, for any day, a rate per annum equal to Adjusted Daily SOFR.

“Bank Originator” means any originator of Receivables pursuant to a Bank Originator Program that has been approved in writing by the Administrative Agent and the Required Lenders.

“Bank Originator Conditions” means, with respect to any Receivable originated by a Bank Originator, which Regional Management intends to acquire from such Bank Originator, the satisfaction of the following conditions on or after the Sixth Amendment Closing Date: (a) delivery to the Administrative Agent of the fully executed copies of the applicable Bank Originator Program Documents, each in form and substance reasonably satisfactory to the Administrative Agent, along with copies and originals of such other documents, instruments, agreements and legal opinions reasonably requested by the Administrative Agent in connection therewith, (b) delivery to the Administrative Agent of such Bank Originator’s Credit Policy, and (c) the Administrative Agent shall have received and shall be satisfied, in its reasonable discretion, with the results of its diligence in respect of the applicable Bank Originator.

“Bank Originator Program” means a lending program established in accordance with and subject to a Bank Originator Program Agreement for which (i) Regional Management provides marketing and administrative services on behalf of such Bank Originator, (ii) Regional Management performs servicing or subservicing of the Receivables originated by such Bank Originator, and (iii) such Bank Originator underwrites, approves and originates such Receivables pursuant to the Bank Originator Program Agreement.

“Bank Originator Program Agreement” means that certain Program Management Agreement by and between each Bank Originator and Regional Management, in form and substance reasonably satisfactory to the Administrative Agent, as the same may from time to time

be amended, restated, supplemented and/or otherwise modified in accordance with the terms thereof and hereof, pursuant to which Regional Management agrees to provide certain marketing, administration and loan servicing services in connection with Receivables originated by each Bank Originator.

“Bank Originator Program Documents” means the Bank Originator Program Agreement, the Bank Originator Transfer Agreement, and all material agreements required to effectuate the Bank Originator Program that relate to the Receivables or participation interest therein originated by the applicable Bank Originator and transferred to the Borrower, each in form and substance reasonably satisfactory to the Administrative Agent.

“Bank Originator Transfer Agreement” means any receivable purchase agreement, contribution agreement, assignment agreement, transfer or similar agreement between a Bank Originator, as the seller / transferor, and Regional Management, as the purchaser / transferee, pursuant to which a Bank Originator from time to time sells, transfers or otherwise conveys, and Regional Management from time to time purchases or otherwise receives, certain Receivables or participation interests therein originated by such Bank Originator to be transferred to the Borrower, in each case, in form and substance reasonably satisfactory to the Administrative Agent, as the same has been and may further be amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof and hereof.

“Bankruptcy Code” means the United States Bankruptcy Code (Title 11 of the United States Code).

“Basel II” means the second Basel Accord issued by the Basel Committee on Banking Supervision.

“Basel III” means the third Basel Accord issued by the Basel Committee on Banking Supervision.

“Basic Documents” means this Agreement, the First Tier Purchase Agreement, any Bank Originator Transfer Agreement, the Trust Agreement, the 2021-1C SUBI Supplement, the 2021-1C SUBI Certificate, the Transfer and Contribution Agreement, the 2021-1C SUBI Security Agreement, the UTI Administration Agreement, the 2021-1C SUBI Servicing Agreement, the Second Tier Purchase Agreement, each Subservicing Agreement, the Electronic Vault Services Agreement, the Electronic Collateral Control Agreement, the Fee Letter, all Hedging Agreements, the Account Control Agreement, the Intercreditor Agreement, the Master Deposit Account Control Agreement, the Security Agreement, the Computershare Fee Letter and any other document, certificate, opinion, agreement or writing delivered pursuant to, or the execution of which is necessary or incidental to carrying out the transactions contemplated by, this Agreement or any of the other foregoing documents.

“Benchmark” means, initially, with respect to any Loan, Adjusted Daily Simple SOFR; provided that if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred with respect to Daily Simple SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to clause (b) of Section 2.18.

“Benchmark Replacement” means, for any Loan, the sum of: (a) the alternate benchmark rate that has been selected by the Administrative Agent and the Borrower as the replacement for the then-current Benchmark giving due consideration to (i) any selection or recommendation of a replacement benchmark rate or the mechanism for determining such a rate by the Relevant Governmental Body or (ii) any evolving or then-prevailing market convention for determining a benchmark rate as a replacement for the then-current Benchmark for dollar-denominated syndicated credit facilities at such time in the United States and (b) the related Benchmark Replacement Adjustment;

If the Benchmark Replacement as determined pursuant to the above would be less than the Floor, the Benchmark Replacement will be deemed to be the Floor for the purposes of this Agreement and the other Basic Documents.

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any setting of such Unadjusted Benchmark Replacement, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (i) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body on the applicable Benchmark Replacement Date and/or (ii) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for dollar-denominated syndicated credit facilities at such time.

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

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

(1) in the case of clause (1) or (2) of the definition of “Benchmark Transition Event,” the later of (a) the date of the public statement or publication of information referenced therein and (b)

the date on which the administrator of such Benchmark (or the published component used in the calculation thereof) permanently or indefinitely ceases to provide all Available Tenors of such Benchmark (or such component thereof); or

(2) in the case of clause (3) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be no longer representative; provided, that such non-representativeness will be determined by reference to the most recent statement or publication referenced in such clause (3) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

For the avoidance of doubt, (i) if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination and (ii) the “Benchmark Replacement Date” will be deemed to have occurred in the case of clause (1) or (2) with respect to any Benchmark upon the occurrence of the applicable event or events set forth therein with respect to all then-current Available Tenors of such Benchmark (or the published component used in the calculation thereof).

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

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

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

(3) a public statement or publication of information by the regulatory supervisor for the administrator of such Benchmark (or the published component used in the calculation thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are no longer, or as of a specified future date will no longer be, representative.

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

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date pursuant to clauses (1) or (2) of that definition has occurred if, at such time, no Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.18 and (y) ending at the time that a Benchmark Replacement has replaced such then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.18.

“Benefit Plan” means any of (a) an “employee benefit plan” (as defined in ERISA) that is subject to Title I of ERISA, (b) a “plan” as defined in and subject to Section 4975 of the Code or (c) any Person whose assets include (for purposes of ERISA Section 3(42) or otherwise for purposes of Title I of ERISA or Section 4975 of the Code) the assets of any such “employee benefit plan” or “plan”.

“BMO” means Bank of Montreal.

“Borrower” has the meaning given to such term in the Preamble.

“Borrower Basic Documents” means all Basic Documents to which the Borrower is a party or by which it is bound.

“Borrower Operating Account” means the account of the Borrower which is identified on Schedule I hereto.

“Borrowing Base” means, as of any date of determination, an amount equal to the product of (i) the Eligible Pool Balance and (ii) the Advance Rate.

“Borrowing Base Deficiency” means, as of any date of determination, the positive amount, if any, by which (i) the aggregate Loans Outstanding exceeds (ii) the Borrowing Base.

“Branch Assisted Electronic Receivable” means a Receivable entered into by an applicant who is a Regional branch-originated borrower, with respect to which the loan documentation is signed using DocuSign, Inc. technology.

“Branch Receivable” means a Receivable that is branch originated.

“Breakage Costs” means such amount or amounts as shall compensate any Lender for any administrative loss, cost or expense (but excluding lost profits) incurred by such Lender (as reasonably determined by such Lender) as a result of (a) any prepayment of a Loan (and interest thereon) other than on a Payment Date or (b) any failure by the Borrower to draw on a Funding Date in an amount set forth in the related Funding Request (including, without limitation, as a result of a failure to satisfy any condition to such funding as set forth in Sections 2.01 and 4.02).

“Business Day” means, any day (other than a Saturday or a Sunday) on which banks are open for business in New York City or Chicago; provided that, in relation to any Loan bearing interest by reference to Daily Simple SOFR (a “SOFR Loan”), and interest rate settings for any such SOFR Loan, any such day that is only an U.S. Government Securities Business Day.

“Cash Equivalents” means (i) securities with maturities of 90 days or less from the date of acquisition, issued or fully guaranteed by the United States government or any agency thereof, (ii) certificates of deposit and Eurodollar time deposits with maturities of 90 days or less from the date of acquisition and overnight bank deposits of any commercial bank having capital and surplus in excess of \$500,000,000, (iii) repurchase obligations of any commercial bank satisfying the requirements of clause (ii) above, having a term of not more than seven days with respect to securities issued or fully guaranteed or insured by the United States government, (iv) commercial paper of a domestic issuer rated at least A-1 or the equivalent thereof by Standard & Poor’s or Prime-1 or the equivalent thereof by Moody’s or R-1 (mid) or the equivalent thereof by DBRS Morningstar and in either case maturing within 90 days after the day of acquisition, (v) securities with maturities of 90 days or less from the date of acquisition issued or fully guaranteed by any State or commonwealth or territory of the United States, by any political subdivision or taxing authority of any such State, commonwealth or territory or by any foreign government, the securities of which State, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by Standard & Poor’s or DBRS Morningstar or A2 by Moody’s, (vi) securities with maturities of 90 days or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (ii) above, (vii) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (vi) above or (viii) investments in money market or common trust funds having a rating from each of Moody’s and Standard & Poor’s in the highest investment category for short-term unsecured debt obligations or certificates of deposit granted thereby.

“Certificate of Formation” means the certificate of formation of the Borrower filed in Delaware, dated as of March 20, 2020 and certified by the Secretary of State on March 20, 2020.

“CFPB” means the Consumer Financial Protection Bureau.

“Change in Control” means the occurrence of any of the following: (i) any Person or group of Persons (within the meaning of Section 13 or 14 of the Exchange Act), shall have acquired beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of 30% or more of the total outstanding voting equity interests of Regional Management on a fully-diluted basis (and taking into account all such equity interests that such Person or group of Persons has the right to acquire pursuant to any option right) or (ii) the failure of Regional Management to own, directly or indirectly and free and clear of Liens, all of the outstanding voting equity (including membership) interests of the Borrower.

“Closing Date” means April 28, 2021.

“Code” means the Internal Revenue Code of 1986.

“Collateral” has the meaning given to such term in Section 3.01(a).

“Collection Account” means a segregated trust account maintained at the Account Bank, for the benefit of the Secured Parties, into which all Collections shall be deposited.

“Collection Period” means, with respect to any Payment Date, the immediately preceding calendar month (or, in the case of the first Payment Date, the period from and including the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Collection Policy” means with respect to (i) the initial Servicer and any Subservicer, the customary servicing practices of Regional Management attached hereto as Exhibit E and (ii) any Successor Servicer, the customary servicing practices of such Successor Servicer, in each case as such customary servicing practices may be changed from time to time pursuant to this Agreement.

“Collections” means, with respect to any Collection Period and the related Payment Date, (i) all cash collections and other cash proceeds of any Receivable or any other Collateral received by the Servicer (including from an Originator, the Borrower or a Subservicer) from or on behalf of any Obligor in payment of any amounts owed in respect of such Receivable, including Release Amounts deposited in the Collection Account pursuant to Sections 5.05 and 7.03(c), investment earnings in the Collection Account and the Reserve Account and Liquidation Proceeds, (ii) any other funds received by the Servicer (including from an Originator, the Borrower or a Subservicer) with respect to any Receivable (exclusive of ancillary fees (other than extension fees and late fees) which may be retained by the Servicer or the related Subservicer) or any other Collateral, (iii) all payments received by the Borrower pursuant to any Hedging Agreement or Hedge Transaction and (iv) all amounts received as proceeds of the Collateral sold pursuant to Section 10.02(c); in each case received during or in respect of such Payment Date and Collection Period, provided that for the avoidance of doubt, “Collections” shall not include any amounts retained by the Servicer as a Servicing Fee Advance.

“Commercial Paper Notes” means any short-term promissory notes issued by or on behalf of a Conduit Lender with respect to financing any Loan hereunder.

“Commitment” means, with respect to any Lender Group as of any day, the commitment of such Lender Group to fund Loans in an aggregate amount not to exceed the amount set forth with respect to such Lender Group in the related Lender Supplement, as such amount may be modified in accordance with the terms hereof.

“Committed Lender” or “Committed Lenders” means any Lender that is designated as a Committed Lender in a Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of such Lender Group’s Commitment assumed by such assignee pursuant to its respective Assignment and Acceptance.

“Commodity Exchange Act” means the Commodity Exchange Act of 1936.

“Computershare” means Computershare Trust Company, National Association, a national banking association, acting through its Corporate Trust Services division.

“Computershare Fee Letter” means, with respect to the Account Bank and the Backup Servicer, the Schedule of Fees, dated as of March 8, 2021 (as amended, restated, supplemented or otherwise modified from time to time), between Computershare, as successor to Wells Fargo Bank, the Borrower and/or Regional Management.

“Concentration Limits” means, as of any day, based on the aggregate Eligible Receivables Principal Balance of the related type of Receivables:

based on the billing addresses of the related Obligor, the State with the highest aggregate Eligible Receivables Principal Balance does not account for Receivables constituting more than 40.00% of the aggregate Eligible Receivables Principal Balance;

based on the billing addresses of the related Obligor, the three States with the highest aggregate Eligible Receivables Principal Balance do not account for Receivables constituting more than 80.00% of the aggregate Eligible Receivables Principal Balance

no more than 65.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$6,000;

no more than 30.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$8,000;

no more than 3.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 541;

no more than 10.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 581;

no more than 35.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 621;

no more than 70.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a FICO® Score or VantageScore of less than 661;

the weighted average remaining term of all Eligible Receivables shall not be greater than fifty (50) months;

the weighted average FICO® Score or VantageScore of the related Obligor of all Eligible Receivables shall not be less than 630;

the weighted average APR (by Principal Balance) of all Eligible Receivables shall not be less than 29.00%;

no more than 45.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that have an original term to maturity greater than forty-eight (48) months;

no more than 20.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which the related Contract is a Convenience Check;

no more than 15.00% of the aggregate Eligible Receivables Principal Balance relates to Unsecured Receivables;

no more than 5.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Online Originated Receivables;

no more than 1.50% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which the related Contract is a Modified Contract;

no more than 4.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that were subject to a Delinquent Renewal in the last one-hundred eighty (180) days from origination;

no more than 2.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that have an APR of less than 15.00%;

no more than 15.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Small Loan Receivables; and

no more than 3.00% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Delinquent Receivable (30+ Days).

“Conduit Lender” or “Conduit Lenders” means any Lender that is designated as a “Conduit Lender” in the Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of its Lender Group’s Commitment assumed by such assignee pursuant to its respective Assignment and Acceptance.

“Confidential Information” means any information with respect to Regional Management, the Servicer, the Borrower, the Originators and their respective businesses and financial information, the Obligors, the Receivables and other Collateral and includes (i) information transmitted in written, oral, magnetic or any other medium, (ii) all copies and reproductions, in whole or in part, of such information and (iii) all summaries, analyses, compilations, studies, notes or other records to the extent such contain, reflect or are generated from such information; provided, that Confidential Information does not include, with respect to a Person, information that (a) was already known to such Person and such knowledge was not obtained from the disclosing party under confidentiality obligations still binding on such Person, (b) is or has become part of the public domain through no act or omission of such Person in breach of Article Fourteen hereof, (c) is or was lawfully disclosed to such Person without restriction on disclosure by a third party, (d) is or was developed independently by such Person or (e) is or was lawfully and

independently provided to such Person, from a third party who is not known by such Person to be in breach of an obligation of confidentiality to the disclosing party by disclosing such information.

“Continued Errors” has the meaning given to such term in Section 7.09(e).

“Contract” means, with respect to any Receivable, any non-revolving personal loan contract executed by an Obligor (except in the case of a Convenience Check) under which an extension of credit by an Originator was made in the ordinary course of business to such Obligor (and, in the case of a non-revolving personal loan made by a Bank Originator, was made under the Bank Originator Program in accordance with the Bank Originator Program Documents), which contract contains the terms and conditions applicable to such Receivable and any applicable truth in lending disclosure statements related thereto, and which (i) (a) except with respect to Receivables originated by a Bank Originator, Regional Management had previously acquired from such Originator pursuant to the First Tier Purchase Agreement (or in the case of Receivables originated by Regional Finance Corporation North Carolina, has been contributed to the Trust), (b) with respect to Receivables originated by a Bank Originator, Regional Management had previously acquired from such Bank Originator pursuant to the Bank Originator Transfer Agreement (or in the case of a participation interests in North Carolina Receivables originated by a Bank Originator, have been contributed to the Trust), or (c) Regional Management has acquired directly or indirectly from a direct or indirect Subsidiary of Regional Management in connection with a Securitization (or in the case of Receivables originated by Regional Finance Corporation of North Carolina and in the case of participation interests in North Carolina Receivables originated by a Bank Originator, has been reallocated directly or indirectly from the related SUBI to the UTI); and (ii) the Borrower has acquired from Regional Management pursuant to the Second Tier Purchase Agreement and has included as part of the Collateral hereunder (or in the case of the Receivables originated by Regional Finance Corporation of North Carolina and in the case of participation interests in North Carolina Receivables originated by a Bank Originator, has been allocated to the 2021-1C SUBI); provided that, for the avoidance of doubt, with respect to Receivables originated by a Bank Originator, the applicable Bank Originator retains legal title of the related Contract unless otherwise provided by the Bank Program Documents.

“Contractual Obligation” means, with respect to any Person, any provision of any securities issued by such Person or any indenture, mortgage, deed of trust, contract, undertaking, agreement, instrument or other document to which such Person is a party or by which it or any of its property is bound or is subject.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“CP Rate” means, with respect to a Conduit Lender, the rate identified as its “CP Rate” in the related Lender Supplement.

“Convenience Checks” shall mean personal loans originated through Regional Management’s convenience check direct mail campaigns.

“Credit Facility” means any of the committed loan facilities, lines of credit, letters of credit and other forms of credit enhancement available to the Conduit Lenders that are not Liquidity Facilities.

“Credit Policy” means the policies and procedures of Regional Management and each Bank Originator relating to the operation of the consumer lending business of Regional Management and such Bank Originator, as applicable, including the policies and procedures for determining the creditworthiness of Contract customers and the extension of credit to such customers, in each case as revised from time to time in accordance with this Agreement and initially as attached hereto as Exhibit D.

“Credit Provider” means any provider of a Credit Facility or Liquidity Facility.

“Cutoff Date” means, with respect to Receivables transferred to the Borrower on each Funding Date, the close of business on such date as shall be identified as the Cutoff Date in the related Funding Request.

“Daily Simple SOFR” means, for any day (a “SOFR Rate Day”), a rate per annum equal to SOFR for the day (such day “SOFR Determination Date”) that is five (5) U.S. Government Securities Business Days prior to (i) if such SOFR Rate Day is an U.S. Government Securities Business Day, such SOFR Rate Day or (ii) if such SOFR Rate Day is not an U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website. Any change in Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“DBRS Morningstar” means DBRS, Inc.

“Debt to Tangible Net Worth” means, as of any day, the ratio of Funded Debt to Tangible Net Worth.

“Default Rate” has the meaning set forth in the Fee Letter.

“Defaulted Receivable” means, any Receivable (i) with respect to which a Scheduled Payment thereon remains unpaid for 180 days or more after the related due date for such payment (or such longer period as permitted in accordance with the Collection Policy) or (ii) which has been charged-off in full or in part or is deemed uncollectible by the Servicer (as reflected in the records of the Servicer), in each case, in accordance with the Collection Policy. For purposes of computing the Eligible Receivables Principal Balance, the Principal Balance of any Receivable that becomes a “Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Defaulted Receivable”.

“Defaulted Receivable Release Price” means, with respect to any Defaulted Receivable to be sold to a third party pursuant to Section 5.05(e), an amount equal to the Liquidation Proceeds expected to be received by the Servicer in connection the sale of such Defaulted Receivable to a third party.

“Delinquency Ratio (60+ Days)” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is equal to the aggregate Principal Balance of all Delinquent Receivables (60+ Days) as of the last day of such Collection Period and (ii) the denominator of which is equal to the aggregate Principal Balance of all Receivables as of the last day of such Collection Period.

“Delinquent Receivable (30+ Days)” means a Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for between 30 days and 59 days from the related due date.

“Delinquent Receivable (60+ Days)” means a Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for 60 days or more from the related due date.

“Delinquent Renewal” shall mean, with respect to any Receivable, a transaction in which a new non-revolving personal loan originated pursuant to a Contract is entered into between an Originator and a Obligor, which new non-revolving personal loan (x) is originated in accordance with Regional Management’s delinquent renewal underwriting criteria as set forth in its Credit Policy, (y) refinances such Receivable in full or in part, and (z) may also extend additional financing to such Obligor.

“Delinquent Renewal Receivable” shall mean the new non-revolving personal loan entered into between the applicable Originator and the Obligor pursuant to any Delinquent Renewal.

“Derivatives” means any (i) exchange-traded or over-the-counter forward, future, option, swap, cap, collar, floor or foreign exchange contract or any combination of the foregoing, whether for physical delivery or cash settlement, relating to any interest rate, interest rate index, currency, currency exchange rate, currency exchange rate index, debt instrument, debt price, debt index, depository instrument, depository price, depository index, equity instrument, equity price, equity index, commodity, commodity price or commodity index, (ii) similar transaction, contract, instrument, undertaking or security or (iii) transaction, contract, instrument, undertaking or security containing any of the foregoing.

“Determination Date” means, with respect to any Payment Date and the related Collection Period, the last day of such Collection Period.

“Direct Competitor” means any Person (other than any Lender or its respective Affiliates) that (i) is primarily engaged in the same or substantially similar line of business as Regional Management and the Originators (other than a Bank Originator), (ii) is in direct competition with Regional Management and the Originators (other than a Bank Originator), and (iii) is identified on a written list delivered by Regional Management to the Administrative Agent and the Lenders on the Closing Date, as such list may be amended by Regional Management from time to time with the prior written consent of the Lenders (such consent not to be unreasonably withheld).

“Dodd-Frank Act” means The Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173).

“Dollars” or “\$” means the lawful currency of the United States.

“Dominion Period” has the meaning given to such term in the Intercreditor Agreement.

“Early Adoption Increased Costs” means charges or compensation sought from the Borrower by an Affected Party under Section 2.12(a) in anticipation of a Regulatory Change (including the imposition of internal charges on such Affected Party’s interests or obligations under this Agreement) in connection with such measures, in advance of the effective date of such Regulatory Change.

“Electronic Chattel Paper” shall have the meaning specified in Article 9 of the UCC.

“Electronic Collateral” has the meaning specified in the Electronic Collateral Control Agreement.

“Electronic Collateral Control Agreement” means that certain Electronic Collateral Control Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), by and among the Administrative Agent, as administrative agent, for itself and other secured parties, the Borrower, as a debtor, Regional Management, the Trust, acting thereunder solely with respect to the 2021-1C SUBI, as a debtor, and the Electronic Vault Provider.

“Electronic Contract” shall mean a Contract that was electronically executed and authenticated; provided, that an Electronic Contract that has been Exported shall not constitute an Electronic Contract. For the avoidance of doubt, each Online Originated Receivable shall be an Electronic Contract.

“Electronic Vault” shall mean the electronic vault wherein custody of Electronic Contracts shall be maintained in electronic form by the Servicer (in its capacity as custodian under this Agreement) (or any successor servicer), in each case, through a third-party Electronic Vault Provider that enables electronic contracting pursuant to the Electronic Vault Services Agreement.

“Electronic Vault Provider” shall mean eOriginal, Inc., a Delaware corporation, and any successor or replacement third-party provider of the technology platform on which the Electronic Vault operates acting in such capacity with the consent of the Administrative Agent (with the written consent of the Required Lenders).

“Electronic Vault Services Agreement” shall mean that certain Order Form with an effective date of March 15, 2021 by and between Regional Management and the Electronic Vault Provider.

“Electronic Vault System” shall mean the electronic vault system provided by the Electronic Vault Provider pursuant to the Electronic Vault Services Agreement or such other electronic system provider as may be mutually agreed upon by the Borrower, Regional Management and the Administrative Agent (with the written consent of the Required Lenders) that enables electronic contracting.

“Eligible Assignee” means a Person (i) whose short-term rating is at least “A-1” from Standard & Poor’s and “Prime-1” from Moody’s, or whose obligations under this Agreement are guaranteed by a Person whose short-term rating is at least “A- 1” from Standard & Poor’s and “Prime-1” from Moody’s, (ii) who is either a commercial paper conduit that is administered by, or

an Affiliate of, a Lender, an Agent or the Administrative Agent or a commercial paper conduit to whom a Lender, an Agent or the Administrative Agent provides liquidity support, credit enhancement or other similar support or (iii) who prior to the occurrence of an Event of Default or a Facility Amortization Event, has been consented to by the Borrower, which consent shall not be unreasonably withheld, delayed or conditioned; provided that no Direct Competitor shall be an Eligible Assignee so long as no Event of Default or Facility Amortization Event has occurred and is continuing.

“Eligible Pool Balance” means, as of any date of determination, (i) the sum of (a) the aggregate Eligible Receivables Principal Balance as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date) and (b) without duplication, the aggregate Eligible Receivables Principal Balance of the Eligible Receivables added to the Collateral during the period commencing on the Determination Date referred to in clause (a) above and ending on such date of determination, as of the related Cutoff Dates, minus (ii) any Excess Concentration Amounts as of such date of determination minus (iii) the aggregate Principal Balance of all Eligible Receivables that are Delinquent Receivables (60+Days) as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date).

“Eligible Receivable” has the meaning assigned thereto in Schedule B hereto.

“Eligible Receivables Principal Balance” means, on any date of determination, the sum of the Principal Balances of all of the Receivables (or if indicated by the context, a specified portion of the Receivables, including a participation interest) that are Eligible Receivables as of the immediately preceding Determination Date (or as of such date of determination if such date is a Determination Date) or, in the case of Receivables (or if indicated by the context, a specified portion of the Receivables, including a participation interest) transferred to the Borrower after such Determination Date, as of the related Cutoff Date.

“ERISA” means the Employee Retirement Income Security Act of 1974, and the regulations promulgated and rulings issued thereunder.

“ERISA Affiliate” means any (i) corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Borrower, (ii) trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with the Borrower or (iii) member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as the Borrower, any corporation described in clause (i) above or any trade or business described in clause (ii) above.

“Errors” has the meaning given to such term in Section 7.09(e).

“Event of Default” has the meaning given to such term in Section 10.01(a).

“Excess Concentration Amounts” means, without duplication, the aggregate Eligible Receivables Principal Balance of Receivables that cause the applicable Concentration Limits to not be met.

“Excess Spread Percentage” means, with respect to any Collection Period, the excess of (1) the weighted average APR of the Eligible Pool Balance as of the last day of such Collection Period, over (2) the annualized fraction (expressed as a percentage) the numerator of which is the excess (if any) of (i) the sum of the following amounts for the related Payment Date: (A) the Servicing Fee (including, for the avoidance of doubt, any Servicing Fee paid or withheld pursuant to Section 2.11(e)), (B) the Backup Servicing Fee, (C) the aggregate amount of Interest payable by the Borrower on all Loans Outstanding during the related Collection Period and any Interest with respect to any prior Payment Date to the extent not paid on a prior Payment Date, (D) the aggregate outstanding Principal Balance (determined for this purpose, with respect to any Defaulted Receivable, as if such Receivable was not a Defaulted Receivable) of all Receivables that have become Defaulted Receivables during such Collection Period and (E) the aggregate amount payable by the Borrower pursuant to a Hedging Agreement or Hedge Transaction on the related Payment Date (excluding termination payments and any upfront cap premiums), over (ii) the aggregate amount received by the Borrower pursuant to a Hedging Agreement or Hedge Transaction during such Collection Period (excluding termination payments), and the denominator of which is the Receivables Principal Balance as of the first day of such Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Exchange Act” means the Securities Exchange Act of 1934.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Secured Party or required to be withheld or deducted from a payment to a Secured Party: (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes imposed in lieu of net income Taxes or branch profits Taxes imposed, by the United States (or any political subdivision thereof), or any other jurisdiction (or any political subdivision thereof), (a) as a result of the Secured Party being organized in, or having its principal office or applicable lending office located in the jurisdiction imposing such Tax (or any political subdivision thereof) or (b) as a result of such Taxes being Other Connection Taxes, (ii) any United States withholding Tax imposed by reason of a Secured Party’s failure to provide to the Borrower the documents set forth in Section 2.13(e) or to maintain or update such documents in accordance with the terms thereof, (iii) any United States federal withholding Taxes imposed on amounts payable to or for the account of a Secured Party under a Basic Document at the time such Secured Party becomes a party to such Basic Document (or designates a new lending office), except in each case to the extent that, pursuant to Section 2.13, amounts with respect to such Taxes were payable either to such Secured Party’s assignor immediately before such Secured Party became a party hereto or to such Secured Party immediately before it changed its lending office and (iv) any Taxes imposed pursuant to or as a result of FATCA.

“Exported” means, with respect to a Contract, the Servicer (acting at the written direction of the Administrative Agent) or the Administrative Agent has decommissioned the related Electronic Contract and the Authoritative Copy (in the case of an Electronic Contract that constitutes Electronic Chattel Paper) or the electronically authenticated original record (in the case of an Electronic Contract that does not constitute Electronic Chattel Paper), as applicable, of such Contract is printed out pursuant to a “Paper Out”™ within the meaning specified in the System Description. “Export” and “Exporting” shall have corollary meanings.

“Extension Ratio” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is the aggregate Principal Balance as of the last day of the Collection Period of all Receivables that became Extended Receivables during such Collection Period and (ii) the denominator of which is the aggregate Principal Balance of all Receivables as of the last day of the previous Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Extended Receivable” means, with respect to any Collection Period, any Receivable for which the related Obligor’s scheduled payment due date has been extended pursuant to the Collection Policy during such Collection Period.

“Facility Amortization Event” means the occurrence of any of the following events:

- a Level II Trigger Event;

- failure to pay all Aggregate Unpaid by the Revolving Period Termination Date;

- failure to comply with the Financial Covenant;

- failure to complete a post-close audit reasonably satisfactory to the Administrative Agent within 180 days of the Closing Date;

- a Servicer Termination Event;

- an Event of Default;

Regional Management, as Servicer, is no longer obligated to service new Receivables originated by Regional Management or purchased by Regional Management from the Originators;

- any change in the Collection Policy, other than in accordance with Section 6.02(o) or Section 6.04(j);

- any change in the Credit Policy, other than in accordance with Section 6.01(h), Section 6.02(u) or Section 6.04(j); or

- a failure on the part of Regional Management to publicly file financial statements in accordance with Section 13 or 15(d) of the Exchange Act within 120 days of the end of each fiscal year or within 45 days of each fiscal quarter or deliver to the Administrative Agent and the Lenders its financial statements to the extent required under Section 7.06(b).

“Facility Amount” means, on any date of determination, (i) prior to the Revolving Period Termination Date, the Aggregate Commitment on such day and (ii) on and after the Revolving Period Termination Date, the Loans Outstanding.

“Facility Termination Date” means the date following the Revolving Period Termination Date on which the Aggregate Unpaid have been indefeasibly paid in full.

“FATCA” means Sections 1471 through 1474 of the Code, as of the date of this Agreement (or any amended or successor version that is substantively comparable and not materially more onerous to comply with), any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b) of the Code and any laws, rules or regulations applicable to any intergovernmental agreement enacted pursuant to the foregoing.

“Federal Funds Effective Rate” means, for any day, the rate calculated by the NYFRB based on such day’s federal funds transactions by depository institutions, as determined in such manner as shall be set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as the effective federal funds rate; provided that if none of such rates are published for any day that is a Business Day, the term “Federal Funds Effective Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided further that if the Federal Funds Effective Rate as so determined would be less than 0%, such rate shall be deemed to be 0% for the purposes of this Agreement.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

“Fee Letter” means the amended and restated fee letter, dated as of the Sixth Amendment Closing Date (as amended, restated, supplemented or otherwise modified from time to time), among the Borrower, the Servicer and the Administrative Agent.

“FICO® Score” means a credit score created by Fair Isaac & Corporation, or any successor thereto, provided that, in the case of a Receivable with two Obligor, such score is based on the higher of the two FICO® Scores at origination.

“Financial Covenant” means, so long as Regional Management is the Servicer, as of the last day of any Collection Period, (i) its Tangible Net Worth is not less than \$125,000,000, (ii) its Debt to Tangible Net Worth is not greater than 6.00 to 1.0, (iii) its Liquidity Amount is not less than \$10,000,000, and (v) Regional Management on a consolidated basis has unrestricted cash and unrestricted Cash Equivalents of not less than \$2,000,000.

“FinCEN” means the US Department of the Treasury’s Financial Crimes Enforcement Network.

“First Tier North Carolina Purchase Agreement” means that certain First Tier Purchase Agreement, dated as of the Closing Date, between Regional Finance Corporation of North Carolina, as the seller, and Regional Management, as the purchaser, as amended, restated, supplemented or otherwise modified from time to time.

“First Tier Purchase Agreement” means (i) each First Tier Purchase Agreement, dated as of the Closing Date or the Fourth Amendment Closing Date, as applicable, between each applicable Originator (other than a Bank Originator and Regional Finance Corporation of North Carolina) and Regional Management, each of which related to sales of Receivables occurring prior to the Sixth Amendment Closing Date, (ii) the First Tier North Carolina Purchase Agreement and (iii) that certain Master First Tier Purchase Agreement, dated as of the Sixth Amendment Closing Date, between each applicable Originator (other than a Bank Originator) and Regional Management, which governs sales of Receivables occurring on or following the Sixth Amendment

Closing Date, in each case, as amended, restated, supplemented or otherwise modified from time to time.

“Floor” means the benchmark rate floor, if any, provided in this Agreement initially (as of the execution of this Agreement, the modification, amendment or renewal of this Agreement or otherwise) with respect to the CP Rate or the Adjusted Daily Simple SOFR, as applicable. For the avoidance of doubt, the initial Floor for each of the CP Rate or the Adjusted Daily Simple SOFR shall be 0%.

“Force Majeure Event” shall mean an event that occurs as a result of an act of God, an act of the public enemy, acts of declared or undeclared war (including acts of terrorism), public disorder, rebellion, sabotage, disease, quarantine, epidemics, pandemics, landslides, lightning, fire, hurricanes, earthquakes, floods, other natural disasters, or a Major Disaster Declaration has been designated by FEMA.

“Formation Documents” means the limited liability company agreement of the Borrower and the Certificate of Formation.

“Funded Debt” means, with respect to Regional Management on a consolidated basis in accordance with GAAP, on any day, without duplication, the following Indebtedness of such Regional Management: (i) all indebtedness or guarantees of Regional Management for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument or which accrue interest or are a type upon which interest charges are customarily paid; (ii) all liabilities secured by any Lien on any property owned by Regional Management even though Regional Management has not assumed or otherwise become liable for the payment thereof (provided that the amount of such liabilities included as Funded Debt shall be the lesser of the amount of such liabilities and the fair market value of the property of Regional Management securing such liabilities); (iii) the net amount of all indebtedness, obligations or liabilities of Regional Management in respect of Derivatives; (iv) all obligations, contingent or otherwise, of Regional Management as an account party in respect of undrawn letters of credit and undrawn letters of guaranty; (v) all obligations, contingent or otherwise, of Regional Management in respect of bankers’ acceptances; and (vi) guaranties of any of the foregoing.

“Funding Date” means each Business Day on which a Loan is made and Receivables are added to the Collateral in connection with such Loan.

“Funding Request” means a written notice from the Borrower requesting a Loan and including the items required by Section 2.01(b), substantially in the form of Exhibit A hereto.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States.

“Governmental Authority” means, with respect to any Person, any nation or government, any State or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any bank examiner,

any central bank or comparable agency and any court or arbitrator having jurisdiction over such Person.

“Gramm-Leach-Bliley Act” means the Financial Services Modernization Act of 1999 (Pub.L. 106-102, 113 Stat. 1338).

“Gross Excess Spread Percentage” means, with respect to any Collection Period, the excess of (1) the weighted average APR of the Eligible Pool Balance as of the last day of such Collection Period over (2) the annualized fraction (expressed as a percentage) the numerator of which is the excess (if any) of (i) the sum of the following amounts for the related Payment Date: (A) the Servicing Fee, (B) the Backup Servicing Fee, (C) the aggregate amount of Interest payable by the Borrower on all Loans Outstanding during the related Collection Period and any Interest with respect to any prior Payment Date to the extent not paid on a prior Payment Date and (D) the aggregate amount payable by the Borrower pursuant to a Hedging Agreement or Hedge Transaction on the related Payment Date (excluding termination payments and any upfront cap premiums) over (ii) the aggregate amount received by the Borrower pursuant to a Hedging Agreement or Hedge Transaction during such Collection Period (excluding termination payments), and the denominator of which is the Receivables Principal Balance as of the first day of such Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Hard Secured Receivable” means a Receivable that is, as of the date of the origination thereof, secured by a lien on one or more Titled Assets.

“Hedge Breakage Costs” means the sum of the Senior Hedge Breakage Costs and the Subordinated Hedge Breakage Costs.

“Hedge Collateral” means all of the rights of the Borrower, whether now existing and hereafter acquired, in and to all Hedging Agreements, Hedge Transactions and all present and future amounts payable by all Hedge Counterparties to the Borrower under or in connection with such Hedging Agreements and Hedge Transactions with such Hedge Counterparties.

“Hedge Counterparty” means any entity that on the date of entering into any Hedge Transaction (1) the Administrative Agent or an affiliate of the Administrative Agent or (2) (i) is an interest rate hedge provider that has been approved in writing by the Administrative Agent, in its sole discretion, (ii) whose debt ratings satisfy each of the Long-Term Rating Requirement and the Short-Term Rating Requirement, (iii) who agrees that in the event that Moody’s, DBRS Morningstar or Standard & Poor’s reduces its long-term unsecured debt rating below the Long-Term Rating Requirement or its short-term unsecured debt rating below the Short-Term Rating Requirement, it shall (a) transfer its rights and obligations under each Hedge Transaction to another entity that meets the requirements of this definition and has entered into a Hedging Agreement with the Borrower within thirty (30) days of the date of such transfer, (b) obtain a guarantee of all its obligations under each Hedge Transaction to which it is party, for the benefit of the Borrower, from a Person that satisfies the Long-Term Rating Requirement or the Short-Term Rating Requirement or (c) post collateral in an amount and form and upon such terms as are satisfactory to the Administrative Agent and (iv) solely with respect to any interest rate swap, has agreed to a

form published by the International Swaps and Derivatives Association, Inc., together with a “Schedule” and each “Confirmation”, which includes provisions approved in writing by the Administrative Agent, in its sole discretion. Each Hedge Counterparty must consent to the assignment of the Borrower’s rights under the Hedging Agreement to the Administrative Agent pursuant to Section 6.03(b).

“Hedge Transaction” means each interest rate hedge transaction between the Borrower and a Hedge Counterparty entered into pursuant to Section 6.03(a) and governed by a Hedging Agreement.

“Hedge Step-down Event” means the Borrower has either (i) given the Administrative Agent notice of its election not to enter into a Hedge Transaction pursuant to Section 6.03(a) or (ii) failed to comply with the requirements of Section 6.03(a) and such failure has not been remedied within two (2) Business Days.

“Hedging Agreement” means each agreement between the Borrower and a Hedge Counterparty which governs one or more Hedge Transactions entered into pursuant to Section 6.03(a), which shall consist of a “Master Agreement” in a form published by the International Swaps and Derivatives Association, Inc., together with a “Schedule” thereto, any applicable Credit Support Annex and each “Confirmation” thereunder confirming the specific terms of each such Hedge Transaction, in form and substance satisfactory to the Required Lenders. For the avoidance of doubt, a long form confirmation that incorporates a Master Agreement and any applicable Credit Support Annex by reference and includes terms that, if accompanying a Master Agreement or Credit Support Annex, would be included in the Schedule to the Master Agreement or paragraph 13 of the Credit Support Annex shall be considered a Hedging Agreement.

“Indebtedness” means, with respect to any Person and any day, without duplication, (i) all indebtedness or guarantees of such Person for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument, (ii) all obligations of such Person in respect of acceptances issued or created for the account of such Person, (iii) all liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof, (iv) all indebtedness, obligations or liabilities of that Person in respect of Derivatives, (v) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty and (vi) all obligations, contingent or otherwise, of such Person in respect of bankers’ acceptances; provided, that “Indebtedness” shall not include any obligations of such Person under any leases.

“Indemnified Amounts” has the meaning given to such term in Section 11.01.

“Indemnified Party” has the meaning given to such term in Section 11.01.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any made by or for the account of the Borrower under any Basic Document and (b) to the extent not covered in (a) above, Other Taxes.

“Independent Manager” means an individual who (a) for the five-year period prior to his or her appointment as Independent Manager of the Borrower has not been, and is not at the time of such appointment or during the continuation of his or her service as Independent Manager, any of the following: (i) an employee, director, stockholder, member, partner, attorney or counsel, or officer of any Regional Management Entity or any of their Affiliates (other than as an independent manager, springing member or special member thereof); (ii) a customer or supplier or creditor or other Person who derives any of its purchases or revenues from its activities with any Regional Management Entity or any of their Affiliates; or (iii) any member of the immediate family of or Person controlling or under common control with any Person excluded from serving as Independent Manager in (i) or (ii), (b) has prior experience as an independent director for a corporation or limited liability company whose charter documents required the unanimous consent of all independent directors thereof before such corporation or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state bankruptcy or insolvency law and (c) is employed by Maples Fiduciary Services (Cayman) Limited, Global Securitization Services Inc., CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, Wilmington Trust SP Services, Inc., Wilmington Trust, National Association, Stewart Management Company, LordSPV, a TMF Group Company, or, if none of those companies is then providing professional independent directors, independent managers or independent trustees, another nationally recognized company, in each case, that provides professional independent directors, independent managers or independent trustees and other corporate services in the ordinary course of its business and is reasonably acceptable to the Required Lenders.

“Initial Beneficiary” has the meaning given to such term in the Trust Agreement.

“Initial Loan” means the first Loan made on or after the Closing Date.

“Initial Receivables” means the Receivables that become a part of the Collateral in connection with the Initial Loan.

“Insolvency Event” means, with respect to any Person, (i) the filing of a decree or order for relief by a court having jurisdiction in the premises in respect of such Person or any substantial part of its property in an involuntary case under any applicable Insolvency Law now or hereafter in effect, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or ordering the winding-up or liquidation of such Person’s affairs, and such decree or order shall remain unstayed and in effect for a period of 60 consecutive days or (ii) the commencement by such Person of a voluntary case under any Insolvency Law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such Insolvency Law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

“Insolvency Laws” means the Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, rearrangement, receivership, insolvency,

reorganization, suspension of payments, marshaling of assets and liabilities or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

“Insolvency Proceeding” means, with respect to any Person, any bankruptcy, insolvency, arrangement, rearrangement, conservatorship, moratorium, suspension of payments, readjustment of debt, reorganization, receivership, liquidation, marshaling of assets and liabilities or similar proceeding of or relating to such Person under any Insolvency Laws.

“Instrument” means any “instrument” (as defined in Article 9 of the UCC), other than an instrument that constitutes part of chattel paper.

“Integrity Check” shall have the meaning ascribed to such term in the System Description.

“Intercreditor Agreement” means the Fifth Amended and Restated Intercreditor Agreement, dated as of the Seventh Amendment Effective Date (as amended, restated, supplemented or otherwise modified from time to time), among Regional Management, BMO, as agent on behalf of the lenders and as collateral agent, Computershare Trust Company, N.A., in its capacity as third party allocation agent and the other parties thereto, and the other parties joined thereto from time to time, in each case, as may be amended or otherwise modified from time to time.

“Interest” means, for any Interest Period and each Loan outstanding during such Interest Period, interest on the Principal Amount of such Loan computed pursuant to Section 2.06; provided, however, that (i) no provision of this Agreement shall require or permit the collection of Interest in excess of the Maximum Lawful Rate and (ii) no portion of any payment of Interest shall be considered to have been paid by any distribution if at any time such distribution is rescinded or must otherwise be returned for any reason.

“Interest Payment” means, for any Payment Date and any Loan, any Interest payable in respect of such Loan on such Payment Date.

“Interest Period” means, (i) as to the initial Payment Date, the period beginning on, and including, the Closing Date and ending on, and including, the last day of May, 2021 and (ii) as to any subsequent Payment Date, the period beginning on, and including, the first day of the calendar month immediately preceding such Payment Date and ending on, and including, the last day of such calendar month; provided, that the final Interest Period shall begin on, and include, the first day of the calendar month containing the Facility Termination Date and shall end on the Facility Termination Date.

“Interest Rate” means, with respect to any Loan and any day in an Interest Period, a per annum rate equal to (i) (A) if the Loans are funded by a Conduit Lender through the issuance of Commercial Paper on such day and no Facility Amortization Event or Event of Default has occurred, the CP Rate, (B) if the Loans are funded by a Conduit Lender through the issuance of Commercial Paper on such day and a Facility Amortization Event has occurred but no Event of Default has occurred, the CP Rate plus the Amortization Adjustment, (C) if the Loans are funded by a Conduit Lender other than through the issuance of Commercial Paper or if funded by a Committed Lender on such day, the Bank Drawn Rate plus, if a Facility Amortization Event has

occurred but no Event of Default has occurred, the Amortization Adjustment and (D) on and after the occurrence of an Event of Default, the Default Rate, plus, in each case, (ii) the Margin.

“Interest Rate Hedge Trigger” shall occur if, other than during a Securitization Trigger Holiday, (i) for a Collection Period in which a Securitization has occurred and the immediately following Collection Period the average of the Gross Excess Spread Percentage for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Gross Excess Spread Percentage for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) is equal to or less than 16.75%, or (ii) for any other Collection Period, the Gross Excess Spread Percentage is equal to or less than 16.75%. For purposes of calculating the Interest Rate Hedge Trigger for the first Collection Period, “Collection Period” means the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date.

“Invested Percentage” means, for a Lender on any day, the percentage equivalent of (i) the sum of (a) the portion of the Loans Outstanding (if any), funded by such Lender on or prior to such day, plus, without duplication, (b) any portion of the Loans Outstanding, or the Loans Outstanding, acquired by such Lender on or prior to such day as an assignee from another Lender pursuant to an Assignment and Acceptance, minus (c) any portion of the Loans Outstanding, or the Loans Outstanding, assigned by such Lender to an assignee on or prior to such day pursuant to an Assignment and Acceptance, divided by (ii) the aggregate Loans Outstanding, or the Loans Outstanding on such day.

“Investment” means, with respect to any Person, any direct or indirect loan, advance or investment by such Person in any other Person, whether by means of share purchase, capital contribution, loan or otherwise, and excluding commission, travel and similar advances to officers, employees and directors made in the ordinary course of business, except as permitted under the Basic Documents.

“Investment Company Act” means the Investment Company Act of 1940.

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time by the International Swaps and Derivatives Association, Inc. or such successor thereto.

“IRS” means the U.S. Internal Revenue Service.

“JPMorgan Committed Lender” means JPMorgan Chase Bank, N.A., as committed lender for the JPMorgan Lender Group.

“JPMorgan Lender Group” means the group of Lenders consisting of (i) the Administrative Agent, (ii) the JPMorgan Committed Lender, (iii) Jupiter Securitization Company LLC and (v) any other Conduit Lender in the JPMorgan Lender Group designated as such in the Lender Supplement, or Assignment and Acceptance pursuant to which such Conduit Lender became a party to this Agreement.

“Large Branch Receivable” means a Receivable with an initial principal balance at the time of origination that is greater than or equal to \$2,501.

“Legal Final Maturity Date” means the Payment Date falling in the twelfth month following the Revolving Period Termination Date.

“Lender” means, as applicable, a Conduit Lender or a Committed Lender, and “Lenders” means, collectively, all of the foregoing Persons.

“Lender Advance” has the meaning given to such term in Section 2.01(a).

“Lender Group” means each group of Lenders consisting of (i) if applicable, a group of Conduit Lenders, (ii) an agent for such group of Lenders and (iii) a group of Committed Lenders, whether directly or as assignees of any such Conduit Lender. As of the Closing Date, the Lender Groups are the JPMorgan Lender Group only.

“Lender Percentage” means, with respect to a Committed Lender or Conduit Lender, its Commitment as a percentage of the Aggregate Commitment.

“Lender Register” has the meaning given to such term in Section 13.01(d).

“Lender Supplement” means the information set forth in Schedule A to this Agreement with respect to each Lender in the JPMorgan Lender Group relating to payment and notice information and setting forth the identity and related Commitment of each such Lender. With respect to the Lender Supplement for any Lender Group other than the JPMorgan Lender Group, such Lender Supplement shall contain substantially similar information.

“Level I Trigger Event” means the occurrence of any of the following events on any Determination Date (other than during a Securitization Trigger Holiday with respect to such Determination Date and the related Collection Period), with respect to the related Collection Period:

1. (i) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 6.00%;
2. (ii) the average Extension Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 6.00%; or
3. (iii) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the

Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) equals or exceeds 11.50%.

4. With respect to clause (iii) hereof the applicable reduction in Advance Rate shall be, if the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) is (a) equal to or exceeds 11.50% but is less than 12.50%, 2.0%, (b) equal to or exceeds 12.50% but is less than 13.50%, 4.0%, (c) equal to or exceeds 13.50% but is less than 14.50%, 6.0% and (d) equal to or exceeds 14.50%, 8.0%.

“Level II Trigger Event” means the occurrence of any of the following events on any Determination Date (other than with respect to (i)-(iv) below during a Securitization Trigger Holiday with respect to such Determination Date and the related Collection Period), with respect to the related Collection Period:

5. (i) the average Delinquency Ratio (60+ Days) for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 8.00%;

6. (ii) the average Extension Ratio for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 7.50%;

7. (iii) the average of the Annualized Charge-off Ratio for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 15.00%; or;

8. (iv) the average of the Excess Spread Percentage for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Excess Spread Percentages for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods is less than 2.00%; or

9. (v) an event specified below occurs during such Collection Period with respect to the Managed Portfolio Receivables (it being understood that, for purposes of this

clause (v), the references in the definitions of “Delinquency Ratio (60+ Days)”,” “Extension Ratio” and “Annualized Charge-off Ratio” and the related definitions therein to (1) “Receivables” shall mean Managed Portfolio Receivables (which includes the Receivables hereunder) and (2) “Eligible Receivables” shall mean all Managed Portfolio Receivables (which includes the Receivables hereunder):

- (D) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods exceeds 9.00%;
- (E) the average Extension Ratio for such Collection Period and the two preceding Collection Periods exceeds 8.50%; or
- (F) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods exceeds 16.00%.

“Level III Trigger Event” means the occurrence of any of the following events on any Determination Date (other than with respect to (i)-(iv) below during a Securitization Trigger Holiday), with respect to such Determination Date and the related Collection Period:

10. (i) the average Delinquency Ratio (60+ Days) for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 10.50%;

11. (ii) the average Extension Ratio for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 9.00%;

12. (iii) the average of the Annualized Charge-off Ratio for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods exceeds 17.50%; or

13. (iv) the average of the Excess Spread Percentage for such Collection Period (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Excess Spread Percentages for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) and the two preceding Collection Periods is less than 0.00%; or

14. (v) an event specified below occurs during such Collection Period with respect to the Managed Portfolio Receivables (it being understood that, for purposes of this

clause (v), the references in the definitions of “Delinquency Ratio (60+ Days)”,” “Extension Ratio” and “Annualized Charge-off Ratio” and the related definitions therein to (1) “Receivables” shall mean Managed Portfolio Receivables (which includes the Receivables hereunder) and (2) “Eligible Receivables” shall mean all Managed Portfolio Receivables (which includes the Receivables hereunder):

- (D) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods exceeds 11.50%;
- (E) the average Extension Ratio for such Collection Period and the two preceding Collection Periods exceeds 10.00%; or
- (F) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods exceeds 18.50%.

“Liability” means any duty, responsibility, obligation or liability.

“Lien” means any mortgage, lien, pledge, charge, claim, security interest or encumbrance of any kind.

“Liquidation Proceeds” means, for any Collection Period and any Defaulted Receivable, the amount (which shall not be less than zero) received by the Servicer and deposited into the Collection Account after such Receivable became a Defaulted Receivable, in connection with the attempted realization of the full amounts due or to become due under such Receivable, whether from the sale or other disposition of any underlying collateral securing the related Contract, the proceeds of repossession or any collection effort, the proceeds of recourse or similar payments payable in respect of such Receivable, or otherwise, net of any amounts required by Applicable Law to be remitted to the related Obligor and net of any reasonable out-of-pocket expenses (exclusive of overhead) incurred by the Servicer with respect to the collection and enforcement of such Receivable, to the extent not previously reimbursed to the Servicer.

ARTICLE SIXTEEN“Liquidity Amount” means, on any date of determination, the sum of (i) unrestricted cash and unrestricted Cash Equivalents owned by Regional Management on a consolidated basis, (ii) the Available Borrowing Capacity and (iii) if the conditions set forth in Section 4.02 to a Lender Advance on such date would be satisfied if a Funding Request for such date were delivered, the excess, if any, of the Borrowing Base over the Loans Outstanding.

“Liquidity Facilities” means each of the committed loan facilities, lines of credit and other financial accommodations available to a Conduit Lender to support the liquidity of such Conduit Lender’s Commercial Paper Notes.

“Loan” has the meaning given to such term in Section 2.01(a).

“Loans Outstanding” means, on any day, the aggregate Principal Amount of Loans made on or prior to such day, reduced from time to time by payments and distributions in respect of principal of the Loans in accordance with the terms hereof.

“Long-Term Rating Requirement” means, with respect to any Person, that such Person has a long-term unsecured debt rating of either not less than “A” by Standard & Poor’s, not less than “A(high)” by DBRS Morningstar or not less than “A2” by Moody’s.

“Managed Portfolio Receivable” means a Receivable (without giving effect to the requirement in the definition thereof that the related Contract be included in the Schedule of Receivables hereto) in Regional Management’s loan portfolio with an APR of 36% or less that relates to a Large Branch Receivable, Small Branch Receivable, Convenience Check or Online Originated Receivable, except for (i) auto loan delinquent renewals and (ii) any identified test products.

“Margin” has the meaning set forth in the Fee Letter.

“Master Collection Accounts” has the meaning given to such term in the Intercreditor Agreement.

“Master Deposit Account” means the deposit account governed by the Master Deposit Account Control Agreement.

“Master Deposit Account Control Agreement” collectively, (A) the Fifth Amended and Restated Deposit Account Control Agreement, dated as of the Seventh Amendment Effective Date, among Regional Management, BMO, as collateral agent, Wells Fargo Bank, National Association, as depository bank, and the other parties thereto and (B) that certain Deposit Account Control Agreement, dated as of the Seventh Amendment Effective Date, among Regional Management, BMO, as collateral agent and BMO, as depository bank, and the other parties thereto, in each case, as may be amended or otherwise modified from time to time.

“Material Adverse Effect” means, with respect to any Person and to any event or circumstance, a material adverse effect on (i) the business, condition (financial or otherwise), operations, performance, properties or prospects of such Person, (ii) the validity, enforceability or collectability of this Agreement or any other Basic Document or the validity, enforceability or collectability of a material portion of (a) the Contracts, (b) the Receivables or (c) any other Collateral, (iii) the rights and remedies of the Secured Parties under the Basic Documents, (iv) the ability of such Person to perform its obligations under this Agreement or any other Basic Document to which it is a party or (v) the status, existence, perfection, priority or enforceability of the interest of the Administrative Agent or the Lenders in the Collateral.

“Maturity Date” means the earliest to occur of (i) the date that is twelve (12) months after the last Scheduled Payment, (ii) the Legal Final Maturity Date and (iii) the deemed occurrence or declaration of the Maturity Date under Section 10.01(b).

“Maximum Lawful Rate” means the highest rate of interest permissible under Applicable Law.

“Member” means Regional Management, as the member of the Borrower.

“Modified Contract” means, with respect to a Receivable, the related Contract (i) which at any time, was in default and which default was cured by adjusting or amending the contract terms

or accepting a reduced payment, other than a Contract that was modified in connection with an insolvency proceeding under Chapter 13 of the Bankruptcy Code, or (ii) for which the APR, the number or amount of the Scheduled Payments or Principal Balance was amended or otherwise modified at any time.

“Monthly Loan Tape” means a data tape, which shall include with respect to each Receivable (i) the related Contract identification number, (ii) the identity of the related Originator, (iii) the current Principal Balance, (iv) the current number of days such Receivable is delinquent, (v) whether or not the related Obligor is a debtor in bankruptcy, (vi) the next payment date, (vii) the remaining term to maturity, (viii) the current maturity date, (ix) the original maturity date, (x) the number of extensions, (xi) the date of Contract (origination date), (xii) the funding date, (xiii) the original interest rate, (xiv) the current interest rate, (xv) the original monthly payment amount, (xvi) the current monthly payment amount, (xvii) the original principal balance (amount financed), (xviii) the original term to maturity, (xix) the State in which the related Obligor has a mailing address, (xx) either the FICO® Score or the VantageScore at origination, as applicable, and (xxi) any other information reasonably requested by a Lender to be included therein.

“Monthly Principal Payment Amount” means, with respect to any Payment Date, the amount (or such lesser amount as then available pursuant to Section 2.07(iv)), if any, necessary to reduce the Loans Outstanding so that they equal the Borrowing Base as of such Payment Date.

“Monthly Recoveries” means, without duplication, with respect to any Receivable, any amounts (up to the aggregate principal balance of such Receivable that has been charged off in accordance with the Collection Policy) actually collected that, in accordance with the Collection Policy in effect at the time of such collection, constitute recoveries of amounts that were previously charged off with respect to such Receivable.

“Monthly Report” means, with respect to any Payment Date and the related Collection Period, a monthly statement of the Servicer delivered on each Reporting Date with respect to such Collection Period, in substantially the form of Exhibit H, which may be modified from time to time as mutually agreed by the Servicer, the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

“Moody’s” means Moody’s Investors Service, Inc.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA which is or was at any time during the current year or the immediately preceding five years contributed to by the Borrower or any ERISA Affiliate on behalf of its employees.

“North Carolina Receivables” means, as of any date of determination, (i) the Receivables originated by Regional Finance Corporation of North Carolina and contributed to the Trust pursuant to the Transfer and Contribution Agreement from time to time, and (ii) Receivables originated by the applicable Bank Originator in North Carolina, participation interests with respect to which are contributed to the Trust pursuant to the Transfer and Contribution Agreement and/or the Bank Originator Program Documents, and, in each case, allocated to the 2021-1C SUBI pursuant to the 2021-1C SUBI Supplement as of such date, as evidenced by the 2021-1C SUBI Certificate.

“Nortridge Loan System” means a third-party technology platform on which the Regional Management Entities’ underwriting, servicing and collection activity are logged and maintained and which is integrated into the Regional Management Entities’ information technology infrastructure.

“NYFRB” means the Federal Reserve Bank of New York.

“NYFRB’s Website” means the website of the NYFRB at <http://www.newyorkfed.org>, or any successor source.

“NYFRB Rate” means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term “NYFRB Rate” means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received by the Administrative Agent from a federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates as so determined be less than 0%, such rate shall be deemed to be 0% for purposes of this Agreement.

“Obligations” means all loans, advances, debts, liabilities, indemnities and obligations for monetary amounts owing by the Borrower to the Secured Parties, the Agents, or any of their respective assigns, whether due or to become due, matured or unmatured, liquidated or unliquidated, contingent or non-contingent and all covenants and duties regarding such amounts, of any kind or nature, present or future, arising under or in respect of the Loans or any Hedging Agreement, whether or not evidenced by any separate note, agreement or other instrument, including all principal, interest (including interest that accrues after the commencement against the Borrower of any action under the Bankruptcy Code), amounts payable pursuant to Sections 2.12 and 2.13, Breakage Costs, Hedge Breakage Costs, fees, including any and all arrangement fees, loan fees, Interest and Unused Commitment Fee and any and all other fees, expenses, indemnities, costs or other sums (including attorneys’ fees and disbursements) chargeable to the Borrower under the Basic Documents.

“Obligor” means each Person obligated to make payments on or pursuant to a Receivable, including any guarantor thereof.

“OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control.

“Officer’s Certificate” means a certificate signed by any officer of the Borrower, the Servicer, an Originator, the Backup Servicer or any other Person, as the case may be, and delivered to the Administrative Agent or any other party hereto as required by this Agreement.

“Online Originated Receivable” means a Receivable that is not a Branch Assisted Electronic Receivable, with respect to which the loan is originated online and the related loan documentation is signed using DocuSign, Inc. technology, in each case, in accordance with the Credit Policy.

“Opinion of Counsel” means, with respect to any Person, a written opinion of counsel, who is reasonably acceptable to the Administrative Agent or the party hereto that is the recipient of such written opinion of counsel.

“Originator” means each of (i) Regional Finance Corporation of Alabama, an Alabama corporation, (ii) Regional Finance Company of Arizona, LLC, a Delaware limited liability company, (iii) Regional Finance Company of California, LLC, a Delaware limited liability company, (iv) Regional Finance Company of Georgia, LLC, a Delaware limited liability company, (v) Regional Finance Company of Idaho, LLC, a Delaware limited liability company, (vi) Regional Finance Company of Illinois, LLC, a Delaware limited liability company, (vii) Regional Finance Company of Indiana, LLC, a Delaware limited liability company, (viii) Regional Finance Company of Louisiana, LLC, a Delaware limited liability company, (ix) Regional Finance Company of Mississippi, LLC, a Delaware limited liability company, (x) Regional Finance Company of Missouri, LLC, a Delaware limited liability company, (xi) Regional Finance Company of New Mexico, LLC, a Delaware limited liability company, (xii) Regional Finance Corporation of North Carolina, a North Carolina corporation, (xiii) Regional Finance Company of Oklahoma, LLC, a Delaware limited liability company, (xiv) Regional Finance Corporation of South Carolina, a South Carolina corporation, (xv) Regional Finance Corporation of Tennessee, a Tennessee corporation, (xvi) Regional Finance Corporation of Texas, a Texas Corporation, (xvii) Regional Finance Company of Utah, LLC, a Delaware limited liability company, (xviii) Regional Finance Company of Virginia, LLC, a Delaware limited liability company, (xix) Regional Finance Corporation of Wisconsin, a Wisconsin corporation, (xx) each Bank Originator, and (xxi) any other entity approved in writing by the Administrative Agent and the Required Lenders (a copy of which the Servicer shall provide to each Rating Agency, if any) that becomes a party to a First Tier Purchase Agreement pursuant to a joinder thereto.

“Other Connection Taxes” means, with respect to any Secured Party, Taxes imposed as a result of a present or former connection between such Secured Party and the jurisdiction imposing such Tax (other than connections arising from such Secured Party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Basic Document, or sold or assigned an interest in any Loan or Basic Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Basic Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment.

“Overnight Bank Funding Rate” means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on the NYFRB’s Website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate.

“Owner of Record” means the owner of an Authoritative Copy (in the case of an Electronic Contract that constitutes Electronic Chattel Paper) or an electronically authenticated original

record of an executed Contract (in the case of an Electronic Contract that does not constitute Electronic Chattel Paper), which, within the Electronic Vault System, (i) is the Borrower, with respect to all Receivables that are not North Carolina Receivables or Receivables originated by the applicable Bank Originator, (ii) is the Trust, with respect to all North Carolina Receivables (other than North Carolina Receivables that are originated by the applicable Bank Originator), and (iii) is a Bank Originator with respect to Receivables originated by such Bank Originator.

“Owners” means the Lenders that are owners of record of the Loan or, with respect to any Loan held by an Agent hereunder as nominee on behalf of Lenders in the related Lender Group, the Lenders that are beneficial owners of such Loan as reflected on the books of such Agent in accordance with this Agreement and the other Basic Documents.

“Participant Register” has the meaning given to such term in Section 13.01(g).

“Patriot Act” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

“Payment Date” means the 15th day of each calendar month or, if any such day is not a Business Day, the next succeeding Business Day (provided that the first Payment Date will be June 15, 2021).

“Pension Plans” means “employee pension benefit plans”, as such term is defined in Section 3 of ERISA, which is currently or within the preceding five years has been maintained by the Borrower or any ERISA Affiliate, or in which employees of such Person are currently or within the preceding five years have been entitled to participate, as from time to time in effect.

“Permitted Investments” means any of the following types of investments:

15. (i) marketable obligations of the United States, the full and timely payment of which are backed by the full faith and credit of the United States and which have a maturity of not more than 270 days from the date of acquisition;

16. (ii) bankers’ acceptances and certificates of deposit and other interest-bearing obligations (in each case having a maturity of not more than 270 days from the date of acquisition) denominated in Dollars and issued by any bank with capital, surplus and undivided profits aggregating at least \$100,000,000, the short-term obligations of which meet or exceed the Short-Term Rating Requirement;

17. (iii) repurchase obligations with a term of not more than ten days for underlying securities of the types described in clauses (i) and (ii) above entered into with any bank of the type described in clause (ii) above;

18. (iv) commercial paper rated at least “A-1” by Standard & Poor’s and “Prime-1” by Moody’s;

19. (v) money market funds registered under the Investment Company Act having a rating, at the time of such investment in the highest rating category by Moody’s

and Standard & Poor's (including funds for which the Account Bank or its Affiliates is investment manager or advisor);

20. (vi) demand deposits, time deposits or certificates of deposit (having original maturities of no more than 365 days) of depository institutions or trust companies incorporated under the laws of the United States or any State (or domestic branches of any foreign bank) and subject to supervision and examination by federal or State banking or depository institution authorities; provided, however, that at the time such investment, or the commitment to make such investment, is entered into, the short-term debt rating of such depository institution or trust company meets or exceeds the Short-Term Rating Requirement; and

21. (vii) any other investments approved in writing by the Administrative Agent (acting at the direction of the Required Lenders); provided, that each of the Permitted Investments may be purchased from the Account Bank or through any Affiliate of the Account Bank.

"Permitted Liens" means (i) Liens in favor of the Borrower created pursuant to the Second Tier Purchase Agreement, (ii) Liens in favor of the Trust in respect to the North Carolina Receivables, (iii) Liens in favor of any Agent or the Administrative Agent, as agent for the Secured Parties created pursuant to this Agreement or any other Basic Document, (iv) mechanics' and other statutory Liens arising by operation of law with respect to a Hard Secured Receivable and (v) Liens for taxes and assessments not yet due or for taxes which the Borrower is contesting in good faith and by appropriate legal proceedings the validity, applicability or amount thereof and such contest does not materially endanger any right or interest of the Secured Parties under the Basic Documents.

"Person" means an individual, partnership, corporation, limited liability company, joint stock company, trust (including a business or statutory trust), unincorporated association, sole proprietorship, joint venture, government (or any agency or political subdivision thereof) or other entity.

"Plan Assets" has the meaning given to such term in Section 3(42) of ERISA.

"Precompute Receivable" means any Receivable for which the related Contract is reflected as a precompute loan on the records of the Servicer or the applicable Subservicer.

"Precomputed Interest Method" means the method in which the debt is expressed as the sum of the original principal amount plus the finance charge computed in advance, assuming all payments will be made when scheduled.

"Prepayment Notice" means a written notice from the Borrower to the Administrative Agent, the Agents, the Account Bank and each Hedge Counterparty, if any, notifying such parties of its intent to prepay all or any portion of the Loans Outstanding in accordance with Section 2.05, substantially in the form of Exhibit K hereto.

"Prime Rate" means the rate of interest last quoted by The Wall Street Journal as the "Prime Rate" in the U.S. or, if The Wall Street Journal ceases to quote such rate, the highest per annum

interest rate published by the Federal Reserve Board in Federal Reserve Statistical Release H.15 (519) (Selected Interest Rates) as the “bank prime loan” rate or, if such rate is no longer quoted therein, any similar rate quoted therein (as determined by the Administrative Agent) or any similar release by the Federal Reserve Board (as determined by the Administrative Agent). Each change in the Prime Rate shall be effective from and including the date such change is publicly announced or quoted as being effective.

“Principal Amount” means, with respect to any Loan, the aggregate amount advanced by the Lenders on the Funding Date in respect of such Loan.

“Principal Balance” means, as of any determination date with respect to (a) a Receivable other than a Precompute Receivable, the outstanding principal balance of such Receivable and (b) a Receivable that is a Precompute Receivable, the calculated principal balance of such Precompute Receivable, which is the result of (x) the remaining unpaid amount due in respect of such Precompute Receivable minus (y) the unearned interest on such Precompute Receivable calculated on an accrual basis; provided, that in the case of (a) and (b) the principal balance of such Receivable is measured as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date), or with respect to any Receivables transferred to the Borrower after such Determination Date, as of the related Cutoff Date, provided, that the Principal Balance of any Receivable, a portion of which has been charged off in accordance with the Collection Policy, shall be reduced by the portion so charged off; provided, further the Principal Balance of any Receivable that becomes a “Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Defaulted Receivable”.

“Qualified Institution” means any depository institution or trust company organized under the laws of the United States or any State (or any domestic branch of a foreign bank) that either (i) (1) meets, or the parent of which meets, either (A) the Long-Term Rating Requirement or (B) the Short-Term Rating Requirement and (2) whose deposits are insured by the Federal Deposit Insurance Corporation or (ii) is otherwise approved by the Administrative Agent in writing. Notwithstanding the foregoing, Computershare, any entity that purchases the corporate trust department of Computershare or such purchasing entity’s designee or agent shall be considered a Qualified Institution for purposes of this definition so long as the unsecured, unguaranteed senior debt securities of Computershare, the entity that purchases such department or such purchasing entity’s designee or agent, as the case may be, shall have a credit rating from each of Moody’s and Standard & Poor’s in one of its generic crediting rating categories that signifies investment grade.

“Rating Agency” means, as of any date of determination, each nationally recognized statistical rating organization then rating any Loan or any related Credit Facility or Liquidity Facility provided to a Conduit Lender with respect to any Loan, in each case, at the request of the Borrower or any Secured Party.

“Ratings Request” means a written request by an Agent to the Borrower and the Servicer, stating that the related Agent intends to request that a nationally recognized statistical rating organization publicly issue a Required Rating to the transactions contemplated by this Agreement that reasonably reflects the economics and credit of the Loans at the time of such request.

“Reborrowing” means, to the extent that any portion of the Loans has been repaid in connection with a repayment pursuant to Section 2.05, the reborrowing by the Borrower of all or a portion of such repaid amounts otherwise subject to and in accordance with the terms hereof.

“Receivable” means Indebtedness owed to an Originator or the Borrower by an Obligor (without giving effect to any transfer hereunder) under a Contract owned by the Borrower or included in the Schedule of Receivables, whether in tangible or electronic form and whether constituting an account, chattel paper, instrument or general intangible, arising out of or in connection with a non-revolving personal loan made by such Originator, and includes the right of payment of any finance charges and other obligations of the Obligor with respect thereto; provided, that, as the context may require, including with respect to uses of the term “Receivable” in connection with determining and measuring the assets that are held by the Borrower, “Receivable” shall include the Borrower’s participation interest in any Receivable originated by a Bank Originator. Notwithstanding the foregoing, once the Administrative Agent has released its security interest in a Receivable and the related Contract in accordance with the terms of this Agreement, such Receivable shall no longer be a Receivable hereunder.

“Receivable File” means, with respect to each Receivable, (i)(w) in the case of a Contract (other than an Electronic Contract or a Convenience Check), the original fully executed Contract, including, in the case of a Contract which has been Exported, the physical rendering of the related Electronic Contract produced upon Export, together with the related document history report, (x) in the case of an Electronic Contract that constitutes Electronic Chattel Paper, a single Authoritative Copy of the executed Contract, (y) in the case of an Electronic Contract that does not constitute Electronic Chattel Paper, the electronically authenticated original record of the executed Contract, and (z) in the case of a Convenience Check, a copy of the Contract, and (ii) any additional original executed documents, if any, evidencing a modification to any of the foregoing documents, whether executed physically or electronically and whether maintained in tangible or electronic form; provided, that with respect to clauses (i)(x) and (i)(y), the Electronic Contract is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent (for the benefit of the Secured Parties) in the Electronic Vault pursuant to Section 7.03(k)(ii) hereof.

“Records” means, with respect to any Contract, all documents, books, records and other information (including computer programs, tapes, disks, punch cards, data processing software and related property and rights) maintained with respect to any related item of Collateral and the related Obligor.

“Reference Time” with respect to any setting of the then-current Benchmark means (1) if the Benchmark is Daily Simple SOFR, then four Business Days prior to such setting or (2) if such Benchmark is not Daily Simple SOFR, the time determined by the Administrative Agent in its reasonable discretion.

“Regional Local Bank Account” has the meaning given to such term in the Intercreditor Agreement.

“Regional Management” has the meaning given to such term in the Preamble.

“Regional Management Entities” means Regional Management, the Borrower and the Originators (other than a Bank Originator).

“Regulation AB” means Regulation AB under the Securities Act.

“Regulatory Change” means (i) the adoption after the Closing Date of any Applicable Law (including any Applicable Law regarding capital adequacy or liquidity coverage) and (ii) any change after the Closing Date in any Applicable Law or the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof, or compliance with any request or directive (whether or not having the force of law) of any such Governmental Authority; provided, that for purposes of this definition, (a) the Risk-Based Capital Requirements, (b) the Dodd-Frank Act and all requests, rules, guidelines or directives thereunder, issued in connection therewith or in implementation thereof, and (c) all requests, rules, guidelines and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, shall in each case be deemed to be a “Regulatory Change”, regardless of the date enacted, adopted, issued or implemented.

“Release Amount” means, as of the related Release Date, the aggregate Release Price deposited for a retransfer of Receivables under Section 5.05 and 7.03(c) and the aggregate Defaulted Receivable Release Price deposited for a retransfer of Defaulted Receivables under Section 5.05(e).

“Release Date” means a Payment Date specified by the Borrower in connection with the retransfer of the Receivables under Section 5.05 or 7.03(c).

“Release Price” means an amount equal to the Principal Balance of a Receivable to be retransferred pursuant to Section 5.05, plus accrued and unpaid interest on such Receivable (at the related APR) through the date of repurchase and all related Breakage Costs and all Hedge Breakage Costs due to the relevant Hedge Counterparties for any termination in whole or in part of one or more Hedge Transactions related to the relevant Hedging Agreement, as required by the terms of any Hedging Agreement; *provided*, that the Release Price with respect to any Defaulted Receivable shall be determined as if such Receivable were not a Defaulted Receivable.

“Relevant Governmental Body” means the Federal Reserve Board and/or the NYFRB, as applicable, or a committee officially endorsed or convened by the Federal Reserve Board and/or the NYFRB or, in each case, any successor thereto.

“Removal Request” has the meaning given to such term in Section 9.07(d).

“Report Failure Period” has the meaning given to such term in the Intercreditor Agreement.

“Reporting Date” means, with respect to any Payment Date, the third Business Day prior to such Payment Date.

“Required Cash Reserve Percentage” means (i) 0.50% or (ii) for any Payment Date on or after which the Servicer shall have been directed to withdraw all amounts on deposit in the Reserve Account in accordance with Section 2.10(c), 0.00%.

“Required Legend” shall mean a watermark notation applied by the Electronic Vault System to every page of an Electronic Contract that reads “JPMorgan Chase Bank, N.A., as Administrative Agent, acting solely for the benefit of the Secured Parties, as secured party and assignee”.

“Required Lenders” means, at any time, Lenders representing 66.67% of the Loans Outstanding that are Loans.

“Requirements of Law” means, with respect to any Person, any law, treaty, rule or regulation, or order or determination of a Governmental Authority, in each case applicable to or binding upon such Person or to which such Person is subject, whether federal, State or local (including usury laws, the Federal Truth-in-Lending Act, Regulations U and T of the Federal Reserve Board and Regulations B, X and Z of the CFPB).

“Reserve Account” means a segregated trust account maintained at the Account Bank for the benefit of the Secured Parties.

“Reserve Account Amount” means, on any day, the amount on deposit in the Reserve Account.

“Reserve Account Required Amount” means, on any date of determination, the product of (a) the Required Cash Reserve Percentage and (b) the Eligible Pool Balance.

“Reserve Account Withdrawal Amount” means, with respect to any Payment Date (i) on which an Available Funds Shortfall exists, an amount equal to the lesser of (a) the Reserve Account Amount and (b) the Available Funds Shortfall, (ii) following the Revolving Period Termination Date, amounts to be withdrawn from the Reserve Account under Section 2.10(c) on such Payment Date, (iii) following the occurrence of an Event of Default that has not been waived by the Administrative Agent (acting at the direction of the Required Lenders), the Reserve Account Amount, and (iv) on any other Payment Date, zero.

“Responsible Officer” means, when used with respect to any Person, any officer of such Person, (within the Corporate Trust Services department of such person in the case of the Backup Servicer and the Account Bank) including any president, vice president, assistant vice president, treasurer, secretary, assistant secretary, corporate trust officer or any other officer thereof customarily performing functions similar to those performed by the individuals who at the time shall be such officers, respectively, or to whom any matter is referred because of such officer’s knowledge of or familiarity with the particular subject, and, in each case, having direct responsibility for the administration of this Agreement.

“Review” has the meaning given to such term in Section 9.07(f).

“Revolving Period” means the period commencing on the Closing Date and ending on the Revolving Period Termination Date.

“Revolving Period Termination Date” means the earlier to occur of (i) the Scheduled Commitment Termination Date and (ii) a Facility Amortization Event.

“Risk-Based Capital Requirements” means the United States bank regulatory rule titled Risk-Based Capital Guidelines; Capital Adequacy Guidelines; Capital Maintenance: Regulatory Capital; Impact of Modification to Generally Accepted Accounting Principles; Consolidation of Asset-Backed Commercial Paper Programs; and Other Related Issues, adopted on December 15, 2009 by the Financial Accounting Standard Board.

“Sanctions” means individually and collectively, any and all economic or financial sanctions, trade embargoes and anti-terrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC), the U.S. State Department, the U.S. Department of Commerce, or through any existing or future Executive Order; (b) the United Nations Security Council; (c) the European Union; (d) the United Kingdom; or (e) any other governmental authorities with jurisdiction over the Borrower, the Servicer and their respective Affiliates.

“Sanctioned Target”: Any individual, entity, group, sector, territory, or country that is the target of any Sanctions, including without limitation, any legal entity that is deemed to be a target of Sanctions based on the direct or indirect ownership or control of such entity by any other Sanctioned Target(s).

“Schedule of Receivables” means the schedule of Receivables attached hereto as Schedule C, as updated from time to time in connection with each Funding Request or substitution of Receivables, as applicable.

“Scheduled Payments” means regularly scheduled monthly payments to be made by an Obligor pursuant to the terms of the related Contract.

“Scheduled Commitment Termination Date” means November 30, 2026, or such later date to which the Scheduled Commitment Termination Date may be extended upon the written agreement of the Borrower, the Lenders, the Agents, the Administrative Agent and the other parties hereto.

“SEC” means the U.S. Securities and Exchange Commission.

“Second Tier Purchase Agreement” means the Second Tier Purchase Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), between Regional Management and the Borrower.

“Secured Party” means (i) the Administrative Agent, (ii) each Lender and (iii) each Hedge Counterparty.

“Securities Act” means the Securities Act of 1933.

“Security Agreement” means the Fourth Amended and Restated Security Agreement, dated as of the Seventh Amendment Effective Date, among Regional Management, Regional Management Receivables IV, LLC, the Borrower, Regional Management Receivables VI, LLC, Regional Management Receivables VII, LLC, the borrowers under the Senior Revolver, Regional Management Issuance Trust 2021-1, Regional Management Issuance Trust 2021-2, Regional

Management Issuance Trust 2021-3, Regional Management Issuance Trust 2022-1, Regional Management Issuance Trust 2024-1, Regional Management Issuance Trust 2024-2, Regional Management Issuance Trust 2025-1, Credit Recovery Associates, Inc. and Upstate Motor Company, as guarantors, BMO, as collateral agent, and the other parties joined thereto from time to time, including without limitation, the Borrower, in each case, as may be amended or otherwise modified from time to time.

“Securitization” means any (i) securitization transaction undertaken by the Borrower or a Special Purpose Affiliate that is secured, directly or indirectly, by all or a portion of the Receivables, (ii) sale or other transfer by the Borrower or a Special Purpose Affiliate of all or a portion of the Receivables in connection with a “Securitization” as defined in clause (i) and in accordance with Section 2.14(a)(iii) or (iii) sale or other transfer by the Borrower or a Special Purpose Affiliate of all or a portion of the Receivables; provided, however, that notwithstanding any failure of the Borrower or a Special Purpose Affiliate to include Delinquent Receivables in the pool of Receivables sold or transferred in connection with a Securitization, the Borrower or a Special Purpose Affiliate may sell or transfer no more than a pro rata portion of Delinquent Receivables on the Securitization Date related to such Receivables sold in connection with such Securitization.

“Securitization Date” means the date upon which a Securitization is consummated.

“Securitization Date Certificate” means a certificate delivered by an Authorized Officer of the Servicer on the Securitization Date indicating that the requirements set forth in this Agreement for a Securitization has been satisfied.

“Securitization Release” means a release executed pursuant to Section 2.14, substantially in the form of Exhibit G.

“Securitization Trigger Holiday” means (i) with respect to the Delinquency Ratio (60+ Days), a period beginning on the first day of the calendar month in which any broadly marketed Securitization occurs in which (A) the related debt instruments are purchased by unaffiliated third parties (other than as may be required by applicable risk retention rules and one or more of the most subordinate tranches of such debt instruments that may be retained by affiliated parties) and (B) the Principal Balance of Receivables released pursuant to Section 2.14 are equal to or greater than 75% of the aggregate Principal Balance of all Receivables, and ending on the last day of immediately following calendar month and (ii) with respect to the Extension Ratio, Annualized Charge-off Ratio, Excess Spread Percentage and Gross Excess Spread Percentage, the period beginning on the first day of the calendar month immediately following the calendar month in which any broadly marketed Securitization occurs in which (A) the related debt instruments are purchased by unaffiliated third parties (other than as may be required by applicable risk retention rules and one or more of the most subordinate tranches of such debt instruments that may be retained by affiliated parties) and (B) the Principal Balance of Receivables released pursuant to Section 2.14 are equal to or greater than 75% of the aggregate Principal Balance of all Receivables, and ending on the last day of the second calendar month following the calendar month in which such broadly marketed Securitization occurs; provided, that for purposes of calculating the Delinquency Ratio (60+ Days), the Extension Ratio, the Annualized Charge-off Ratio, the Excess Spread Percentage and the Gross Excess Spread Percentage following the Securitization Trigger

Holiday, the calendar months that occur during the Securitization Trigger Holiday will be excluded from such calculation.

“Senior Hedge Breakage Costs” means, with respect to any Hedge Transaction, any amount payable by the Borrower to the related Hedge Counterparty upon the early termination of such Hedge Transaction or any portion thereof for any reason other than any event of default under the related Hedging Agreement for which the related Hedge Counterparty is the defaulting party.

“Senior Revolver” means the Loan and Security Agreement, dated as of the Seventh Amendment Effective Date (as amended, restated, supplemented or otherwise modified from time to time), among the financial institutions named as lenders therein, BMO, as agent, Regional Management and the other borrowers party thereto from time to time, and certain Regional Affiliates, as guarantors, and the other guarantors party thereto from time to time, in each case, as may be amended or otherwise modified from time to time.

“Seventh Amendment Effective Date” means August 19, 2025.

“Servicer” has the meaning given to such term in the Preamble.

“Servicer Basic Documents” means all Basic Documents to which the Servicer is a party or by which it is bound.

“Servicer File” means, with respect to a Receivable, each of the following documents: (i) application of the Obligor for credit; (ii) a copy (but not the original) of the Contract and any modifications or amendments thereto; provided however, if such documents constitute Electronic Contracts, originals or copies thereof may be accessible via the Electronic Vault System or via the Nortridge Loan System; and (iii) such other documents as the Servicer customarily retains in its files in order to accomplish its duties under this Agreement; provided, that in each case such documents may be in either tangible or electronic form; and further provided that, certificates of title that are issued electronically may be held by a third party electronic title lienholder.

“Servicer Termination Event” has the meaning given to such term, on any day (i) prior to the Assumption Date, in Section 7.13 and (ii) on and after the Assumption Date, in Section 7.16(e).

“Servicer Termination Notice” has the meaning given to such term in Section 7.13.

“Servicing Centralization Event” means the occurrence of either (a) Regional Management fails to have a Tangible Net Worth of at least \$150,000,000 as of any Determination Date or (b) a Level I Trigger Event followed by the delivery of written notice from the Administrative Agent (acting at the direction of the Required Lenders) to the Servicer, the Borrower and the Backup Servicer that the activities described on Schedule G should go into effect.

“Servicing Fee” means the fee payable to the Servicer on each Payment Date, monthly in arrears in accordance with Section 2.07, in an amount equal to the product of (i) the Servicing Fee Rate, (ii) the aggregate Principal Balance of all Receivables as of the first day of the related Collection Period and (iii) 1/12, if any.

“Servicing Fee Advance” has the meaning given to such term in Section 2.11(e).

“Servicing Fee Rate” means (a) with respect to the initial Servicer, 4.00% per annum, (b) if a Successor Servicer is then acting as Servicer and such Successor Servicer is Computershare, 4.75% per annum and (c) if a Successor Servicer is then acting as Servicer and such Successor Servicer is not Computershare, a rate agreed upon by such Successor Servicer and the Administrative Agent (acting at the direction of the Required Lenders) based upon then current market conditions, which rate the Successor Servicer shall provide prompt written notice of to the Rating Agencies, if any.

“Short-Term Rating Requirement” means, with respect to any Person, that such Person has a short-term unsecured debt rating of either not less than “A-1” by Standard & Poor’s, not less than “R-1 (middle)” by DBRS Morningstar or not less than “Prime-1” by Moody’s.

“Simple Interest Method” means the method of allocating a fixed level payment to principal and interest, pursuant to which the portion of such payment that is allocated to interest is equal to the product of the fixed rate of interest multiplied by the unpaid principal balance multiplied by the period of time elapsed since the preceding payment of interest was made.

“Sixth Amendment Closing Date” means November 25, 2024.

“Small Branch Receivable” means a Receivable with an initial principal balance at the time of origination that is less than or equal to \$2,500.

“Small Loan Receivable” means a Receivable with an initial principal balance at the time of origination that is less than or equal to \$2,500.

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

“SOFR Administrator” means the NYFRB (or a successor administrator of the secured overnight financing rate).

“SOFR Administrator’s Website” means the NYFRB’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Determination Date” has the meaning specified in the definition of “Daily Simple SOFR”.

“SOFR Rate Day” has the meaning specified in the definition of “Daily Simple SOFR”.

“Solvent” means, with respect to any Person at any time, having a state of affairs such that (i) the fair value of the property owned by such Person is greater than the amount of such Person’s liabilities (including the amount of any known disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated for purposes of Section 101(32) of the Bankruptcy Code; (ii) the present fair salable value of the property owned by such Person in an orderly liquidation of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured; (iii) such Person is able to realize upon its property and pay its debts and other liabilities (including disputed,

contingent and unliquidated liabilities) as they mature in the normal course of business; (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to generally pay as such debts and liabilities mature; and (v) such Person is not engaged in business or a transaction, and is not about to engage in a business or a transaction, for which such Person's property would constitute unreasonably small capital in relation to such business or transaction.

"Special Purpose Affiliate" means any special purpose entity that is an Affiliate of the Borrower and was created for the purpose of one or more Securitizations.

"Standard & Poor's" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

"State" means any state of the United States or the District of Columbia.

"SUBI" has the meaning given to such term in the Trust Agreement.

"SUBI Certificate" has the meaning given to such term in the Trust Agreement.

"Subordinated Hedge Breakage Costs" means with respect to any Hedge Transaction, any amount payable by the Borrower to the related Hedge Counterparty upon the early termination of such Hedge Transaction or any portion thereof as a result of any event of default under the related Hedging Agreement for which the related Hedge Counterparty is the defaulting party.

"Subsequent Loan" means each Loan made following the Initial Loan.

"Subsequent Receivable" means each Receivable that becomes a part of the Collateral on a Funding Date other than the Funding Date relating to the Initial Loan.

"Subservicer" means each subservicer and subcustodian appointed by the Servicer and acceptable to the Administrative Agent and the Required Lenders for the servicing and administration of some or all of the Receivables which, as of the Closing Date, are identified on Schedule E, which schedule may be amended from time to time in accordance with this Agreement.

"Subservicing Agreement" means that certain Master Subservicing Agreement, dated as of the Sixth Amendment Closing Date (as amended, restated, supplemented or otherwise modified from time to time), between the Servicer and each Subservicer, which amends and restates in its entirety each subservicing agreement between the Servicer and each Subservicer entered into prior to the date hereof.

"Subsidiary" means, with respect to a Person, any entity with respect to which more than 50.0% of the outstanding voting securities or other ownership interests shall at any time be owned or controlled, directly or indirectly, by such Person and/or one or more of its Subsidiaries, or any similar business organization which is so owned or controlled.

"Substitute Receivable" means one or more Eligible Receivables not previously a part of the Collateral, substituted for a Receivable pursuant to Section 5.05, each having characteristics

substantially similar, and in no event less favorable to the Secured Parties in any respect, than the affected Receivables being so substituted, without the consent of the Administrative Agent (acting at the direction of the Required Lenders).

“Successor Servicer” means the Backup Servicer, as successor to the Servicer, or another entity appointed pursuant to Section 7.14(b) as successor to the Servicer.

“System Description” shall mean the written description of the Electronic Vault System, attached hereto as Exhibit L.

“Tangible Net Worth” means, with respect to Regional Management on a consolidated basis, as of the Determination Date, its net worth calculated in accordance with GAAP, after subtracting therefrom the aggregate amount of its intangible assets (other than deferred tax assets), including goodwill, franchises, licenses, patents, trademarks, tradenames, copyrights and service marks.

“Tax” or “Taxes” means any present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), charges, assessments or fees of any nature (including interest, penalties and additions thereto) that are imposed by any Governmental Authority.

“Test Data File” means a test data file, which shall include the loan master file, the transaction history file and all other files necessary to carry out the servicing obligations hereunder.

“Third Party Allocation Agent” means Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, acting through its Corporate Trust Services division, in such capacity under the Intercreditor Agreement.

“Third Party Service Provider” means, except as set forth in Section 7.16(c), any provider of third-party collection services, including, without limitation, Radius Global Solutions LLC.

“Titled Asset” shall mean a motor vehicle, boat, recreational vehicle, camper, trailer, motorcycle, all-terrain vehicle or other asset for which, under applicable State law, a certificate of title is issued and any security interest therein is required to be perfected by notation on such certificate of title.

“Transfer and Contribution Agreement” means the Transfer and Contribution Agreement, dated as of June 20, 2017 (as amended, restated, supplemented or otherwise modified from time to time), between Regional Finance Corporation of North Carolina and the Trust, as amended by the Omnibus Amendment, dated August 18, 2020, and the Omnibus Amendment, dated as of April 14, 2021.

“Transition Expenses” has the meaning given to such term in Section 7.14(d).

“Trust” means the Regional Management North Carolina Receivables Trust, Delaware statutory series trust formed by Wilmington Trust, National Association, pursuant to the certificate of formation filed with the Delaware Secretary of State on June 16, 2017.

“Trust Agreement” shall mean the Second Amended and Restated Trust Agreement, dated as of June 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by Regional Finance Corporation of North Carolina, as settlor and initial beneficiary, and Wilmington Trust, National Association, as UTI trustee, Delaware trustee and administrative trustee, as amended by the First Amendment to the Second Amended and Restated Trust Agreement, dated as of February 18, 2021, and as further amended by the Second Amendment to the Second Amended and Restated Trust Agreement, dated as of April 14, 2021.

“Trust Documents” means the Trust Agreement, the 2021-1C SUBI Supplement, the UTI Administration Agreement, the 2021-1C SUBI Servicing Agreement and the 2021-1C SUBI Security Agreement.

“UCC” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

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

“United States” or “U.S.” means the United States of America.

“Unmatured Event of Default” means any event that, with the giving of notice or the lapse of time, or both, would become an Event of Default.

“Unsecured Receivable” means any Receivable that is (i) not secured by any collateral pursuant to the terms of the related Contract and (ii) is not an Online Originated Receivable or Convenience Check.

“Unused Commitment Fee” means, for any Interest Period prior to the commencement of the Amortization Period, the fee payable by the Borrower pursuant to the Fee Letter on the related Payment Date in an amount equal to product of (i) the Unused Commitment Fee Rate, (ii) an amount equal to the average daily Aggregate Commitment during such Interest Period minus the average daily Loans Outstanding during such Interest Period and (iii) a fraction, the numerator of which is the actual number of days during such Interest Period and the denominator of which is 360.

“Unused Commitment Fee Rate” has the meaning given to such term in the Fee Letter.

“U.S. Government Securities Business Day” means any day except for (i) a Saturday, (ii) a Sunday or (iii) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities.

“U.S. Person” means a “United States person” as defined in Code Section 7701(a)(30).

“UTI” has the meaning given to such term in the Trust Agreement.

“UTI Administration Agreement” means the UTI Administration Agreement, dated as of June 28, 2018 (as amended, restated, supplemented or otherwise modified from time to time), by

and between Regional Management North Carolina Receivables Trust and Regional Management Corp, as administrator.

“UTI Certificate” has the meaning given to such term in the Trust Agreement.

“VantageScore” means a credit score created by VantageScore Solutions, LLC, or any successor thereto, provided that, in the case of a Receivable with two Obligor, such score is based on the higher of the two VantageScores at origination.

“Volcker Rule” means the regulations adopted to implement Section 619 of the Dodd-Frank Act., as amended

“Wells Fargo Bank” means Wells Fargo Bank, National Association.

“2021-1C SUBI” means that special unit of beneficial interest in the Trust created by the 2021-1C SUBI Supplement.

“2021-1C SUBI Certificate” means the 2021-1C SUBI certificate issued by the Trust and evidencing a beneficial interest in the North Carolina Receivables.

“2021-1C SUBI Security Agreement” means the 2021-1C SUBI Security Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), among the Trust, Regional Finance Corporation of North Carolina, as beneficiary of the undivided trust interest of the Trust, the Borrower, in its capacity as the holder of the 2021-1C SUBI Certificate, and the Administrative Agent, as secured party.

“2021-1C SUBI Servicing Agreement” means the 2021-1C SUBI Servicing Agreement, dated as April 28, 2021, among the Trust, acting thereunder solely with respect to the 2021-1C SUBI, the Borrower, as 2021-1C SUBI Holder, and Regional Management, as 2021-1C SUBI Servicer.

“2021-1C SUBI Subservicing Agreement” means the 2021-1C SUBI Subservicing Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), among Regional Management, Regional Finance Corporation of North Carolina and the Trust.

“2021-1C SUBI Supplement” means the 2021-1C SUBI Supplement to the Trust Agreement, dated as of the Closing Date (as amended, restated, supplemented or otherwise modified from time to time), among Regional Finance Corporation of North Carolina, as settlor and initial beneficiary, and Wilmington Trust, National Association, as UTI trustee, 2021-1C SUBI trustee and administrative trustee.

“2021-1C SUBI Trustee” means Wilmington Trust, National Association, in its capacity as 2021-1C SUBI Trustee.

Accounting Terms and Determinations. Unless otherwise defined or specified herein, all accounting terms shall be construed herein, all accounting determinations hereunder shall be made, all financial statements required to be delivered hereunder shall be prepared and all financial

records shall be maintained in accordance with GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein, the Administrative Agent, the Required Lenders, Regional Management and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; provided, that until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) Regional Management and the Borrower shall provide to the Administrative Agent financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Computation of Time Periods. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

Interpretation. When used in this Agreement, unless a contrary intention appears: (i) a term has the meaning assigned to it; (ii) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP; (iii) “or” is not exclusive; (iv) “including” means including without limitation; (v) words in the singular include the plural and words in the plural include the singular; (vi) any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; (vii) references to a Person are also to its successors and permitted assigns; (viii) the words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision hereof; (ix) references contained herein to Article, Section, subsection, Schedule and Exhibit, as applicable, are references to Articles, Sections, subsections, Schedules and Exhibits in this Agreement unless otherwise specified; (x) references to “writing” include printing, typing and other means of reproducing words in a visible form; and (xi) the term “proceeds” has the meaning set forth in the applicable UCC.

Interest Rates; Benchmark Notification. The interest rate on a Loan may be derived from an interest rate benchmark that may be discontinued or is, or may in the future become, the subject of regulatory reform. Upon the occurrence of a Benchmark Transition Event, Section 2.18(b) provides a mechanism for determining an alternative rate of interest. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, the administration, submission, performance or any other matter related to any interest rate used in this Agreement, or with respect to any alternative or successor rate thereto, or replacement rate thereof, including without limitation, whether the composition or characteristics of any such alternative, successor or replacement reference rate will be similar to, or produce the same value or economic equivalence of, the existing interest rate being replaced or have the same volume or liquidity as did any existing interest rate prior to its discontinuance or unavailability. The Administrative Agent and its affiliates and/or other related entities may engage in transactions that affect the calculation of any interest rate used in this Agreement or any alternative, successor or alternative rate (including any Benchmark Replacement) and/or any relevant adjustments thereto, in each case, in a manner adverse to the Borrower. The Administrative Agent may select

information sources or services in its reasonable discretion to ascertain any interest rate used in this Agreement, any component thereof, or rates referenced in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

LOANS

Loans.

On the terms and subject to the conditions set forth in this Agreement (including the conditions precedent set forth in Article 4), the Borrower may from time to time on any Business Day during the Revolving Period, request that each Conduit Lender and Committed Lender make an advance (each such advance made by a Lender, a “Loan”) in the amount of each such Conduit Lender’s or Committed Lender’s Lender Percentage of the Principal Amount of the Loan requested (each, a “Lender Advance”), to the Borrower on a Funding Date.

No later than 12:00 p.m., New York City time, one Business Day prior to a proposed Funding Date, the Borrower shall notify the Administrative Agent, the Agents and the Lenders of such proposed Funding Date and Loan by delivering to the Administrative Agent and the Agents (with a copy to the Account Bank):

a Funding Request, which will include, among other things, the proposed Funding Date, a calculation of the Borrowing Base (calculated as of the previous Determination Date or, with respect to the initial Funding Date or any Receivables added or to be added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date), each as of the date the Loan is requested and the Principal Amount of the Loan requested, which shall be in an amount at least equal to \$500,000 or integral multiples of \$1,000 in excess thereof; and

an updated Schedule of Receivables that includes each Receivable, if any, that is to be purchased by the Borrower with the proceeds of the proposed Loan.

Following receipt by the Administrative Agent, the Agents and the Lenders of a Funding Request, and prior to the Revolving Period Termination Date (i) each Conduit Lender (if any) may, in its sole discretion, make its Lender Advance of any Loan requested by the Borrower pursuant to Section 2.01(b), and (ii) each Committed Lender, to the extent not made by the Conduit Lender in its Lender Group (if any), severally agrees to make its Lender Advance of any Loan requested by the Borrower, in each case, subject to the conditions contained herein, in an aggregate amount equal to the Loan so requested.

In no event shall:

a Committed Lender be required on any date to fund a Principal Amount that would cause the Loans Outstanding with respect to such Committed Lender’s Lender Group, as determined after giving effect to such funding, to exceed such Committed Lender’s Commitment;

any Loan be requested hereunder, nor shall any Lender be obligated to fund its Lender Advance of any Loan, to the extent that after giving effect to such Loan, the Loans Outstanding would exceed the Borrowing Base (calculated as of the previous Determination Date or, with respect to any Receivables added or to be added to the

Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date); and
the Principal Amount of the Loans made on any Funding Date exceed the Available Amount on such day.

Funding Mechanics.

If any Funding Request is delivered to the Administrative Agent and the applicable Agents after 12:00 p.m., New York City time, on any Business Day, such Funding Request shall be deemed to be received prior to 12:00 p.m., New York City time, on the next succeeding Business Day and the proposed Funding Date of such proposed Loan shall be deemed to be the next Business Day following such deemed receipt. Each Funding Request shall include a representation by the Borrower that (i) the requested Loans will not, on the related Funding Date, exceed the Available Amount, (ii) after giving effect to such Loans, the amount of all Loans Outstanding will not exceed the Borrowing Base and (iii) a representation that all of the conditions precedent to the making of such Loan have been satisfied or will be satisfied as of the proposed Funding Date. Any Funding Request shall be irrevocable.

Each Conduit Lender shall notify the Agent for its Lender Group and the Administrative Agent by 10:00 a.m., New York City time, on the applicable Funding Date whether it has elected to make its Lender Advance offered to it pursuant to Section 2.01. In the event that a Conduit Lender shall not have timely provided such notice, such Conduit Lender shall be deemed to have elected not to make its Lender Advance of such Loan. If the Conduit Lender shall have elected or be deemed to have elected not to make its Lender Advance of such Loan, the Committed Lender in such Lender Group shall make available on the applicable Funding Date an amount equal to the portion of the Loan that each such Conduit Lender has not elected to fund, in an amount equal to its share of the Principal Amount to be funded.

Each Lender's Lender Advance of a Loan shall be made, subject to the fulfillment of the applicable conditions set forth in Article Four, at or prior to 12:00 p.m., New York City time, on the applicable Funding Date, by deposit of immediately available funds to the Borrower Operating Account. Each Agent shall promptly notify the Borrower and the other Agents in the event that any Lender in such Agent's Lender Group either fails to make such funds available before such time or notifies such Agent that it will not make such funds available before such time.

In the event that, notwithstanding the fulfillment of the applicable conditions set forth in Article Four with respect to a Loan, a Conduit Lender elected to make an advance on a Funding Date but failed to make its Lender Advance available to the Borrower when required by Section 2.02(c), such Conduit Lender shall be deemed to have rescinded its election to make such advance, and neither the Borrower nor any other party shall have any claim against such Conduit Lender by reason of its failure to timely make such Loan. In any such case, the Borrower shall give notice of such failure not later than 1:30 p.m., New York City time, on the Funding Date to the related Agent, the Committed Lender for such Lender Group and to the Administrative Agent, which notice shall specify (i) the identity of such Conduit Lender and (ii) the amount of the Lender Advance which it had elected but failed to make. Subject to receiving such notice, such Committed Lender shall advance a portion of the Principal Amount in an amount equal to the amount described

in clause (ii) above, at or before 4:00 p.m., New York City time, on such Funding Date and otherwise in accordance with Section 2.01(d).

If any Lender makes available to the Borrower funds for any Loan to be made by such Lender as provided in the provisions of Sections 2.01 and 2.02, and the conditions to the applicable Loan set forth in Article Four are not satisfied or waived in accordance with the terms hereof, the Borrower shall return such funds (in like funds as received from such Lender) to such Lender.

If any Loan is not made or effectuated, as the case may be, due to the Borrower's failure to satisfy, or continue to satisfy, the conditions to fund the Loan on the Closing Date, the Borrower and the Servicer shall jointly and severally indemnify each Lender against any reasonable loss, cost or expense incurred by such Lender, including any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Loan.

The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

The Borrower expressly acknowledges and agrees that any election by any Lender, in its sole discretion, on one or more occasion to fund any Loan on any day prior to the final passage of the applicable notice period set forth in Section 2.01(a) above shall not constitute or be deemed to be an amendment, waiver or other modification of the requirement for such notice prior to any Lender funding any other Loan hereunder.

Reductions of Commitments.

At any time the Borrower may, upon at least ten (10) Business Days' prior written notice to the Administrative Agent, each Agent, the Account Bank, the Backup Servicer and each Hedge Counterparty, if any, reduce the Facility Amount, which shall be applied, unless otherwise consented to by the Administrative Agent (acting at the direction of the Required Lenders) and the Agents, pro rata to the Aggregate Commitment. Each partial reduction shall be in a minimum aggregate amount of \$5,000,000 or integral multiples of \$1,000,000 in excess thereof, but no partial reduction shall reduce the Aggregate Commitment below \$50,000,000 if such reduction is not in connection with the payment in full of the Aggregate Unpaid and the termination of this facility. Reductions of the Aggregate Commitment pursuant to this Section shall be allocated to the Commitment of each Committed Lender and each Conduit Lender, pro rata based on the Lender Percentage of the Aggregate Commitment, represented by such Commitment. Any request for a reduction in the Facility Amount shall be irrevocable and the Borrower shall deliver no more than two such requests in any 12-month period.

In connection with any reduction of the Facility Amount, the Borrower shall remit (i) first, to each applicable Agent for the ratable payment to each Lender, the amount sufficient to pay the Aggregate Unpaid due to such Lenders with respect to such reduction of the Facility Amount, including any associated Breakage Costs and (ii) second, to the relevant Hedge Counterparty, any

Hedge Breakage Costs due to such Hedge Counterparty with respect to the reduction of the Loans Outstanding; provided, however, that no such reduction shall be given effect unless the Borrower has complied with the terms of any Hedging Agreement requiring that any Hedge Transaction related thereto be terminated in whole or in part as a result of any such reduction in the Loans Outstanding.

On the Revolving Period Termination Date, the Commitments of all Lenders shall be automatically reduced to zero.

Repayment of Loans.

The Borrower hereby unconditionally promises to pay to each Lender the Principal Amount of each Loan made by each Lender on the Maturity Date, in an aggregate principal amount equal to the Loans Outstanding.

Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the Indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

Optional Principal Repayment. The Borrower may prepay all or any portion of the Loans Outstanding on any Business Day without penalty, upon delivery of a Prepayment Notice to the Administrative Agent, the Agents, the Account Bank and each Hedge Counterparty, if any, at least two (2) Business Days prior to such anticipated prepayment; provided that (i) the amount prepaid is at least \$1,000,000 or integral multiples of \$250,000 in excess thereof (unless otherwise agreed to in writing by the Administrative Agent); (ii) the Borrower pays to each of the Secured Parties, on the date of any such prepayment, each such Secured Party's pro rata allocable share of (a) accrued Interest with respect to the portion of the Loans Outstanding to be prepaid through the date of prepayment, as calculated by the Administrative Agent, and (b) the pro rata portion of all other Aggregate Unpaid amounts relating to such prepayment (including all Breakage Costs, but excluding all Hedge Breakage Costs and any other amounts payable by the Borrower under or with respect to any Hedging Agreement) payable to any Indemnified Party under this Agreement through the date of such prepayment, including Indemnified Amounts pursuant to Section 11.01; (iii) the Borrower certifies that following such prepayment, the Borrower will be in compliance with the provisions of this Agreement; (iv) no such reduction shall be given effect unless the Borrower has complied with the terms of any Hedging Agreement requiring one or more Hedge Transactions be terminated in whole or in part as a result of any such reduction; (v) the Borrower has paid all Hedge Breakage Costs due to the relevant Hedge Counterparty for such termination; and (vi) all prepayments shall be made pro rata to the Lenders. Any notice of a prepayment shall be irrevocable.

Payments.

The Borrower shall pay Interest on the unpaid Principal Amount of each Loan for the period from and including the related Funding Date until the date that such Loan shall be paid in full. Interest shall accrue during each Interest Period and be payable on the Loans Outstanding on each Payment Date in accordance with Section 2.07, unless earlier paid pursuant to Section 2.05

or Section 2.14. Notwithstanding the foregoing, the Principal Amount of each Loan, all Interest thereon, together with all other Aggregate Unpaid, shall be due and payable, if not previously paid, on the Maturity Date.

Each Lender's Invested Percentage of the Loans Outstanding shall bear interest for each day during an Interest Period at a rate per annum equal to the applicable Interest Rate on such day for such Interest Period.

Interest calculated by reference to Adjusted Daily Simple SOFR, the Prime Rate and the Federal Funds Rate shall be calculated on the basis of a 360-day year for the actual number of days elapsed during the related interest period. Periodic fees or other periodic amounts payable hereunder shall be calculated on the basis of a 360-day year and for the actual number of days elapsed during the related interest period.

The principal of and Interest on the Loans shall be paid as provided herein. In the case of Loans held by an Agent as agent for its Lender Group, such Agent shall allocate to the members of its Lender Group each payment in respect of the Loans received by such Agent as provided herein. Payments in respect of principal and Interest (including pursuant to Section 2.05) shall be allocated and applied to Owners of such Loan based on their respective Invested Percentages, or in any such case in such other proportions as each affected Lender may agree upon in writing from time to time with such Agent and the Borrower.

Within two (2) Business Days of the end of each calendar month, each Lender shall provide or cause to be provided to Borrower an invoice showing its Interest Rate in effect for the immediately prior Interest Period. Each determination by a Lender of its Interest Rate pursuant to this Agreement shall be conclusive and binding on the Lenders, each Agent, the Borrower, the Servicer and the Backup Servicer, in the absence of manifest error.

Notwithstanding any other provision of this Agreement or the other Basic Documents, if at any time the rate of interest payable by any Person under the Basic Documents exceeds the Maximum Lawful Rate, then, so long as the Maximum Lawful Rate would be exceeded, such rate of interest shall be equal to the Maximum Lawful Rate. If at any time thereafter the rate of interest so payable is less than the Maximum Lawful Rate, such Person shall continue to pay Interest at the Maximum Lawful Rate until such time as the total interest received from such Person is equal to the total Interest that would have been received had Applicable Law not limited the interest rate so payable. In no event shall the total Interest received by a Lender under this Agreement and the other Basic Documents exceed the amount which such Lender could lawfully have received, had the Interest due been calculated from the Closing Date at the Maximum Lawful Rate.

Settlement Procedures.

On each Payment Date, the Servicer shall instruct the Account Bank in writing to pay, or if an Event of Default shall have occurred and is continuing, the Administrative Agent shall instruct the Account Bank in writing to pay, no later than 12:00 p.m., New York City time, in each case, based solely on the information in the related Monthly Report, to the following Persons, from the Collection Account (to the extent of Available Funds) and from the Reserve Account (in the

amount of the related Reserve Account Withdrawal Amount), in the following order of priority as set forth in the Monthly Report:

First, pro rata, based on amounts owing (A) to the Account Bank and the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare), the sum of (1) the accrued and unpaid Account Bank Fee payable to the Account Bank and (2) any out-of-pocket expenses and indemnities due to the Account Bank and the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare), which in the case of subclause (A)(2), subject to Section 2.07(b), shall not in the aggregate exceed \$25,000 in any calendar year, and (B) to the 2021-1C SUBI Trustee, to the extent not paid by the Initial Beneficiary or the Servicer, any accrued and unpaid fees, out-of-pocket expenses and indemnities due to the 2021-1C SUBI Trustee under the 2021-1C SUBI Supplement, which in the case of subclause (B), subject to Section 2.07(b), shall not in the aggregate exceed \$25,000 in any calendar year;

Second, (A) subject to Section 2.11(e), to the Servicer, the accrued and unpaid Servicing Fee and (B) to the Successor Servicer, any unpaid Transition Expenses (such Transition Expenses not to exceed \$250,000 in the aggregate) payable pursuant to Section 7.14(d);

Third, to the Backup Servicer, the sum of (1) the accrued and unpaid Backup Servicing Fee and (2) any out-of-pocket expenses and indemnities (other than Transition Expense) due to the Backup Servicer, which in the case of subclause (2), subject to Section 2.07(b), shall not in the aggregate exceed \$25,000 in any calendar year;

Fourth, pro rata, based on amounts owing (A) to any Hedge Counterparty, any net payments due and payable by the Borrower under the related Hedging Agreement other than Hedge Breakage Costs, and (B) to each applicable Agent for the ratable payment to each Lender in an amount equal to any accrued and unpaid (1) Interest Payment on the Loans (including any previously due and owing but unpaid Interest Payments) and (2) Breakage Costs then due under this Agreement to the Administrative Agent and the applicable Lenders for the payment thereof;

Fifth, based on amounts owing, (A) first, to each applicable Agent, for the ratable payment (by outstanding Principal Amount) to each Lender, an amount equal to the Monthly Principal Payment Amount and (B) second, to any Hedge Counterparty, any Senior Hedge Breakage Costs;

Sixth, prior to the Revolving Period Termination Date, to the Reserve Account, the amount necessary to cause the amount on deposit therein to equal the Reserve Account Required Amount;

Seventh, if the Revolving Period Termination Date has occurred, to each applicable Agent for the ratable payment to each Lender, any remaining Available Funds, until the Loans Outstanding are reduced to zero;

Eighth, to each applicable Agent for the ratable payment to each Lender in an amount equal to any other Aggregate Unpaid due to the Lenders and not paid pursuant to clauses (iv), (v) or (vii) above;

Ninth, to any Hedge Counterparty, any Subordinated Hedge Breakage Costs due but not paid;

Tenth, all other Aggregate Unpaid (other than the principal amount of the Loans Outstanding) then due to the 2021-1C SUBI Trustee, for the payment thereof;

Eleventh, all other Aggregate Unpaid (other than the principal amount of the Loans Outstanding) then due under this Agreement to the Affected Parties or the Indemnified Parties, for the payment thereof;

Twelfth, pro rata, based on amounts owing to the Backup Servicer, the Servicer, the Account Bank, the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) and the 2021-1C SUBI Trustee, any fees, expenses, indemnities and Transition Expenses not paid pursuant to clause (i) above, as applicable; and

Thirteenth, any remaining amount shall be distributed to the Borrower.

For the avoidance of doubt, it is hereby agreed that (i) accrued and unpaid fees, expenses and indemnities payable to the Account Bank, the Servicer, the Backup Servicer (including in its capacity as Successor Servicer), the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) or the 2021-1C SUBI Trustee in excess of the aggregate annual maximum amount for any year (as set forth in Sections 2.07(a)(i) and 2.07(a)(iii)) and not paid pursuant to Section 2.7(a)(xii) shall be reimbursable in subsequent years in the same order of priority and subject to the same limitations as set forth above until paid in full, and (ii) upon the occurrence and during the continuance of any Event of Default, the out-of-pocket expenses, losses and indemnities of the Account Bank, the Backup Servicer, and the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) shall be capped at \$250,000, and the out-of-pocket expenses, losses and indemnities of the 2021-1C SUBI Trustee shall be capped at \$100,000, in each case instead of the applicable caps set forth in Sections 2.07(a)(i) and 2.07(a)(iii). In making the payments required under this Section 2.07, the Account Bank shall have no duty to make any determination, calculation or verification regarding any amounts to be paid or the recipients of such amounts, and shall be entitled to rely exclusively and conclusively on the related Monthly Report.

[Reserved].

Payments, Computations, Etc.

Unless otherwise expressly provided herein, all amounts to be paid or deposited by the Borrower or the Servicer hereunder, including such amounts contemplated pursuant to Section 2.07, shall be paid or deposited in accordance with the terms hereof no later than 12:00 p.m., New York City time, on the day when due in Dollars in immediately available funds, in the case of

amounts due to a Lender, to each Lender at such Lender's Account, the details of which appear on the Lender Supplement for such Lender.

Whenever any payment hereunder (i) shall be stated to be due on a day other than a Business Day, such payment shall be made, without penalty, on the next succeeding Business Day, except in the case where the next succeeding Business Day would occur in the succeeding calendar month, in which case such payment shall be due on the preceding Business Day or (ii) is received after 12:00 p.m., New York City time, such payment shall be deemed to have been received on the next succeeding Business Day, and any such extension of time shall in such case be included in the computation of payment of Interest, other interest or any fee payable hereunder, as the case may be.

If any Loan requested by the Borrower and approved by a Lender and the Administrative Agent pursuant to Section 2.01 is not, for any reason other than due to the fault of a Lender, Administrative Agent or the applicable Agent, made or effectuated, as the case may be, on the date specified therefor, the Borrower shall indemnify such Lender against any reasonable loss, cost or expense incurred by such Lender, including any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Loan.

All payments hereunder shall be made without set-off or counterclaim, subject to Section 2.13, and in such amounts as may be necessary in order that all such payments shall not be less than the amounts otherwise specified to be paid under this Agreement.

To the extent that (i) any Person makes a payment to any party hereto or (ii) any party hereto receives or is deemed to have received any payment or proceeds for application to an obligation, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any Insolvency Law, State or federal law, common law or for equitable cause, then, to the extent such payment or proceeds are set aside, the obligation or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received or deemed received by the related party.

Each Lender agrees or is deemed to agree that, as promptly as practicable after the officer of such Lender responsible for administering its Loans becomes aware of the occurrence of an event or the existence of a condition that would cause such Lender to become an Affected Party or that would entitle such Lender to receive payments under Section 2.12 or Section 2.13, it shall, to the extent not inconsistent with its internal policies of general application, use commercially reasonable efforts to minimize costs, expenses and other amounts incurred by it and payable by the Borrower pursuant to Section 2.12 or Section 2.13, as applicable.

Collections and Allocations; Investment of Funds.

On or prior to the Closing Date or the applicable Funding Date (with respect to Subsequent Receivables), the Servicer or a Subservicer (i) shall have directed the Obligor to make all payments in respect of the Receivables to a Subservicer, and the Subservicer shall cause the

amounts to be deposited into a Regional Local Bank Account or a Master Collection Account related to the Subservicer located in the State in which the related Contract was originated and (ii) will deposit (in immediately available funds) into the Collection Account all Collections received on or after the related Cutoff Date and through and including the Business Day prior to the Closing Date or the Funding Date, as the case may be.

Each of the Servicer, each Subservicer and the Borrower shall deposit, or cause to be deposited, Collections into the Collection Account as promptly as possible after the date of processing of such Collections, but in no event later than the second (2nd) Business Day following the date of processing of such Collections by the applicable Subservicer or, if such Collections were received directly by the Servicer, the Servicer; provided, that, such "processing" of any Collections will not begin prior to the date on which the Servicer or related Subservicer, as applicable, has received such Collections.

On or prior to each Payment Date, the Servicer shall instruct the Account Bank, in writing, based on the amounts set forth in the Monthly Report, to withdraw from the Reserve Account the Reserve Account Withdrawal Amount, if any, to be deposited into the Collection Account on the opening of business on such Payment Date and applied in accordance with Section 2.07; provided, that, on any Payment Date following the Revolving Period Termination Date, all amounts on deposit in the Reserve Account Amount shall be withdrawn by the Account Bank and deposited into the Collection Account and applied in accordance with Section 2.07. Prior to the Revolving Period Termination Date, so long as no Event of Default or Unmatured Event of Default has occurred or is continuing, if, after giving effect to the distributions from, and deposits in, the Reserve Account on any Payment Date pursuant to Section 2.07, the Reserve Account Amount is greater than the Reserve Account Required Amount for such Payment Date, the Servicer shall direct the Account Bank in writing to distribute such excess amount to or at the direction of the Borrower into the Borrower Operating Account.

To the extent there are uninvested amounts on deposit in the Collection Account or the Reserve Account, prior to the occurrence of an Event of Default, such amounts may be invested in Permitted Investments that mature no later than the Business Day before the next Payment Date, which Permitted Investments shall be selected (i) prior to the occurrence of any Facility Amortization Event, by the Borrower or (ii) after the occurrence of any Facility Amortization Event, by the Administrative Agent (acting at the direction of the Required Lenders). So long as Computershare is the Account Bank hereunder, each Permitted Investment may be purchased by the Account Bank or through an Affiliate of the Account Bank. No Permitted Investment may be purchased at a premium and any earnings (and losses) on the foregoing investments shall be for the account of the Borrower. Absent direction from the Borrower or the Administrative Agent, as specified above, any uninvested amounts on deposit in either Account shall remain uninvested. and the Account Bank shall have no obligation or liability to pay any interest or earnings thereon. The Account Bank shall not be liable for any loss, including without limitation any loss of principal or interest, or for any breakage fees or penalties in connection with the purchase or liquidation of any investment made in accordance with the written instructions of the Borrower or the Administrative Agent. Investments in any Permitted Investments are not obligations or recommendations of, or endorsed or guaranteed by, the Account Bank or its Affiliates and are not insured by the Federal Deposit Insurance Corporation. Each party hereto acknowledges and agrees that the Account Bank is not providing investment supervision, recommendations, suitability or

advice. The Account Bank and its Affiliates may provide various services for Eligible Investments and may be paid fees for such services. The parties agree that, for tax reporting purposes, all interest or other income from investments shall, as of the end of each calendar year and to the extent required by the IRS be reported as having been earned whether or not income was disbursed during a particular year. Each of the Borrower and the Administrative Agent acknowledges that upon its written request and at no additional cost, it has the right to receive notification after the completion of each purchase and sale of Permitted Investments or Account Bank's receipt of a broker's confirmation. Each of the Borrower and Administrative Agent agrees that such notifications shall not be provided by Account Bank hereunder, and Account Bank shall instead make available to the Borrower and Administrative Agent, upon request and in lieu of such notifications, periodic account statements that reflect such investment activity. No statement need be made available for any account if no activity has occurred in such account during such period. For the avoidance of doubt, the parties hereto acknowledge and agree that any funds on deposit in either Account that remain uninvested shall be held at a depository institution that satisfies the criteria set forth under the definition of Qualified Institution, which initially shall be Wells Fargo Bank, N.A.

Fees.

The Borrower hereby agrees to pay to each Agent, for the account of the related Lenders, monthly in arrears, the Unused Commitment Fee from the Collection Account in accordance with Section 2.07. Payments of the Unused Commitment Fee shall be allocated and paid to Committed Lenders pro rata based upon their respective Commitment as a proportion of the Aggregate Commitment Invested Percentages for the applicable Interest Period.

The Borrower hereby agrees to pay to the Agents, on or prior to the Closing Date, all reasonable out-of-pocket expenses of the Agents in immediately available funds.

In accordance with Section 2.07, (i) the Servicer shall be entitled to receive the Servicing Fee, (ii) the Backup Servicer and the Account Bank shall be entitled to receive the Backup Servicing Fee and the Account Bank Fee, respectively, in each case monthly in arrears and (iii) the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) shall be entitled to receive amounts due and owing to it by the Borrower pursuant to the terms of the Intercreditor Agreement.

The Borrower shall pay to the Administrative Agent on the Closing Date, its fees and disbursements in immediately available funds and shall pay all additional reasonable fees and disbursements of such counsel within ten Business Days after receiving an invoice for such amounts.

Notwithstanding anything herein to the contrary and so long as no Facility Amortization Event or Event of Default has occurred and is continuing, to the extent Collections are projected to be sufficient to pay all amounts payable under Section 2.07(i) to (vi) on the following Payment Date, the Servicer may retain from such Collections an amount up to the Servicing Fee payable on such Payment Date (the "Servicing Fee Advance") on any Business Day. In connection with retaining any amounts attributable to the Servicing Fee Advance from the Collections in accordance with this clause 2.11(e), the Servicer shall be deemed to represent that the remaining

Collections are reasonably sufficient to pay all amounts payable under Section 2.08(i) to (iv) on such following Payment Date. For the avoidance of doubt, the Servicing Fee Advance is a part of and not in addition to the Servicing Fee.

Increased Costs; Capital Adequacy; Illegality.

If any Regulatory Change (i) subjects any Affected Party to any charge or withholding on or with respect to this Agreement or its obligations under this Agreement, or on or with respect to the Loans and/or the Receivables, or changes the basis of taxation of payments to it of any amounts payable under this Agreement (except for Indemnified Taxes, Taxes described in clauses (ii) through (iv) of the definition of Excluded Taxes and Other Connection Taxes imposed on or measured by its overall net income (including franchise taxes imposed on net income)), (ii) imposes, modifies or deems applicable any reserve, assessment, fee, tax (other than Taxes), insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or liabilities of an Affected Party, or credit extended by it pursuant to this Agreement, or (iii) imposes any other condition, the result of which is to increase the cost to an Affected Party of performing its obligations under this Agreement, or to reduce the rate of return on its capital or assets as a consequence of its obligations under this Agreement, to reduce the amount of any sum received or receivable by it under this Agreement, or to require any payment calculated by reference to the amount of interests or loans held or interest received by it, then, upon demand by the Administrative Agent on behalf of such Affected Party, the Borrower shall pay to the Administrative Agent, for the benefit of such Affected Party, such amounts charged to such Affected Party or such amounts to otherwise compensate it for such increased cost or such reduction within 30 days after demand by such Affected Party. The Borrower acknowledges that any Affected Party may institute measures in anticipation of a Regulatory Change (including the imposition of internal charges on its interests or obligations under this Agreement), and may commence allocating charges to or seeking compensation from the Borrower under this Section in connection with such Early Adoption Increased Costs in advance of the effective date of such Regulatory Change, and the Borrower agrees to pay such Early Adoption Increased Costs to the Administrative Agent, for the benefit of such Affected Party, following demand therefor without regard to whether such effective date has occurred within 30 days after demand by such Affected Party. The Borrower further acknowledges that any charge or compensation demanded hereunder may take the form of a monthly charge to be assessed by such Affected Party. For the avoidance of doubt, the Borrower shall not be required to pay any such charges or compensation to such Affected Party prior to the expiration of the 30 day notice period specified in this clause (a).

If (i) the introduction of or any change in or in the interpretation of any law, guideline, rule, regulation, directive, order or request (including the Dodd-Frank Act, Basel II, Basel III or the Risk-Based Capital Requirements) or (ii) compliance by any Affected Party with any law, guideline, rule, regulation, order, directive or request from any Governmental Authority (whether or not having the force of law), including compliance by an Affected Party with any law, guideline, rule, regulation, order, directive or request regarding capital adequacy (including the Dodd-Frank Act, Basel II, Basel III or the Risk-Based Capital Requirements) has the result of reducing the rate of return on an Affected Party's capital or assets as a consequence of its obligations under this Agreement (other than with respect to Taxes), then from time to time, within 30 days after demand by such Affected Party (which demand shall be accompanied by a statement setting forth the basis for such demand and reasonably estimated calculation of such demand), the Borrower shall pay

directly to such Affected Party such additional amount or amounts as will compensate it for such reduction. The Borrower acknowledges that any Affected Party may institute measures in anticipation of any event described in this subsection in advance of the effective date of such event, and may commence allocating charges to or seeking compensation from such Borrower under this subsection and the Borrower agrees to pay such charges or compensation to such Affected Party following demand therefor without regard to whether such effective date has occurred, provided, that, for the avoidance of doubt, the Borrower shall not be required to pay any such charges or compensation to such Affected Party prior to the expiration of the 30 day notice period specified in this clause (b).

In determining any amount provided for in this Section, the Affected Party may use any reasonable averaging and attribution methods. Any Affected Party making a claim under this Section shall submit to the Borrower a certificate as to such additional or increased cost or reduction, which certificate shall be conclusive absent manifest error.

If in its sole discretion a Lender so desires, the related Agent shall provide a Rating Request to the Borrower and the Servicer. The Borrower and the Servicer shall cooperate with the efforts of such Agent and the related Lender to obtain the Required Rating from the Rating Agency specified in the Rating Request, and shall provide such Rating Agency any information it may reasonably require for purposes of providing and monitoring the Required Rating. The related Lender shall pay the initial fees payable to the Rating Agency in connection with a Rating Request and any subsequent or ongoing fees for the continued monitoring of the rating. Nothing in this subsection shall preclude any such Lender from demanding compensation from the Borrower pursuant to Section 2.11(b) at any time and without regard to whether the Required Rating shall have been obtained, or shall require the obtaining of a rating on the facility prior to demanding any such compensation from the Borrower

Taxes.

All payments made by or on account of any obligation of the Borrower under any Basic Document will be made free and clear of and without deduction or withholding for or on account of any Taxes (including FATCA), unless such withholding or deduction is required by Applicable Law. In such event, the applicable withholding agent shall make such withholding or deduction and shall timely pay to the appropriate taxing authority any such Taxes required to be deducted or withheld and if such Taxes are Indemnified Taxes the amount payable to a Lender, the Administrative Agent or an Agent, as the case may be, will be increased (such increase, the “Additional Amount”) such that after deduction or withholding for or on account of any Indemnified Taxes (including any deduction or withholding for any Indemnified Taxes on such Additional Amount), the applicable Lender receives an amount equal to the amount that would have been paid had no such deduction or withholding been made.

The Borrower will indemnify each Lender and the Administrative Agent for the full amount of Indemnified Taxes (including any Indemnified Taxes imposed by any jurisdiction on Additional Amounts) payable or paid by such Lender or the Administrative Agent or required to be withheld or deducted from a payment to such Lender or the Administrative Agent and any reasonable expenses arising therefrom or with respect thereto, whether or not such Indemnified Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority;

provided, however, that the Lender or the Administrative Agent making a demand for indemnity payment hereunder shall provide the Borrower with a certificate as to the amount of such payment or liability from the relevant Governmental Authority or from a Responsible Officer of such Lender or the Administrative Agent, as the case may be, which shall be conclusive absent manifest error. This indemnification shall be made within ten days from the date a Lender or the Administrative Agent, as the case may be, makes written demand therefor. The Borrower shall timely pay to the relevant Governmental Authority in accordance with Applicable Law, or at the option of the Administrative Agent timely reimburse it for the payment of, any Other Taxes.

Within 30 days after the date of any payment by the Borrower to a Governmental Authority of any Taxes pursuant to this Section, the Borrower will furnish to the Administrative Agent and the applicable Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

If an Agent or Lender is a U.S. Person, such Person shall deliver to the Borrower, with a copy to the Administrative Agent and the Account Bank, on or prior to the date on which such entity becomes an Agent or Lender hereunder (and from time to time thereafter upon the reasonable written request of the Borrower or the Administrative Agent), two executed copies of IRS Form W-9 certifying that such Person is exempt from U.S. federal backup withholding tax.

If an Agent or Lender is not created or organized under the laws of the United States or a State or is otherwise not a U.S. Person, such Person shall, to the extent that it may then do so under Applicable Law, deliver to the Borrower, with a copy to the Administrative Agent and the Account Bank, on or prior to the date on which such entity becomes an Agent or Lender hereunder and (from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), (i) two executed originals of IRS Form W-8ECI, Form W-8BEN, Form W-8BEN-E, or Form W-8IMY accompanied by the relevant certification documents for each beneficial owner (or any successor forms or other certificates or statements which may be required and requested by the Borrower or the Administrative Agent from time to time by the relevant United States taxing authorities or Applicable Law), as appropriate, and (ii) two executed originals of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; provided, however, that the delivery of any form or documentation pursuant to this subclause (other than the specific IRS Forms and related documentation (and any successor forms) described in clause (i) above) shall not be required if in the related Agent's or Lender's reasonable judgment the completion, execution or delivery of such form or documentation would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender.

If a payment made to any Agent or Lender under any Basic Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Agent or Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Agent or Lender shall deliver to the Borrower, the Administrative Agent and the Account Bank, at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower, the Administrative Agent or

the Account Bank, such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower, the Administrative Agent or the Account Bank as may be necessary for the Borrower, the Administrative Agent and the Account Bank to comply with their obligations under FATCA and to determine that such Agent or Lender has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment. Solely for purposes of this paragraph (f), "FATCA" shall include any amendments made to FATCA after the date of this Agreement.

Each Agent and Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower, the Administrative Agent and the Account Bank of its legal inability to do so.

If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of Additional Amounts), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this subsection (plus any penalties, interest or other charges imposed by the relevant Governmental Authority) in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person or to file a refund or claim.

The Borrower hereby covenants with the Account Bank that the Borrower will provide the Account with sufficient information as requested by the Account Bank so as to enable the Account Bank to determine whether or not the Account Bank is obliged to make any withholding, including under FATCA, in respect of any payments (and if applicable, to provide the necessary detailed information to effectuate any such withholding) and to provide such additional information as requested by the Account Bank that it may have to assist the Account Bank in making determination as to its obligations with respect to any withholdings or informational reports.

Survival. Each party's obligations under this Section shall survive the resignation or replacement of the Administrative Agent or any assignment of rights by, or the replacement of, a Lender, the termination of the Commitments and the repayment, satisfaction or discharge of all obligations under any Basic Document.

Securitizations.

On any Business Day, the Borrower shall have the right to prepay all or a portion of the Loans Outstanding and require the Administrative Agent to release its security interest and Lien on the related Receivables (and the other related Collateral) in connection with a Securitization which release shall be delivered in the form of the Securitization Release on the Securitization Date, subject to the following terms and conditions:

the Borrower shall have given the Administrative Agent, each Agent, the Servicer, the Account Bank, the Backup Servicer and the Electronic Vault Provider (solely with respect to any Electronic Contracts) at least thirty (30) days' (or such lesser number of days as agreed to by the Required Lenders) prior written notice of its intent to effect a Securitization; provided, however, that the Borrower shall only be required to provide at least two (2) Business Days' prior notice to such parties, and need not provide such notice to the Electronic Vault Provider with respect to any existing Securitization to the extent such Securitization constitutes a transfer of Receivables by the Borrower to a Special Purpose Affiliate during the revolving period of such Special Purpose Affiliate's respective Securitization, provided, that such notice is delivered in the form set forth in Annex 2 of Exhibit G hereto; and provided further, that, for the avoidance of doubt, such two (2) Business Days' notice period shall not apply with respect to the initial transfer of Receivables by the Borrower to a Special Purpose Affiliate in connection with any new Securitization;

unless a Securitization is to be effected on a Payment Date (in which case the relevant calculations with respect to such Securitization shall be reflected on the applicable Monthly Report), the Servicer shall deliver to the Administrative Agent (A) a Securitization Date Certificate (which shall include the relevant calculations with regard to such Securitization, including a calculation of the Borrowing Base after giving effect to such Securitization) and any distribution to the Borrower of excess funds pursuant to Section 2.15(a)(iv)(z)), together with evidence to the reasonable satisfaction of the Administrative Agent that the Borrower shall have sufficient funds on the related Securitization Date to effect such Securitization in accordance with this Agreement, which funds may come from the proceeds of sales of the Receivables in connection with such Securitization (which sales must be made in arm's-length transactions) and (B) a computer tape of the Receivables, both before and after giving effect to such Securitization;

on the related Securitization Date, the following shall be true and correct and the Borrower shall be deemed to have certified that after giving effect to the Securitization and the release to the Borrower of the related Receivables (and the other related Collateral) on the related Securitization Date, (A) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to this Agreement after giving effect to the Securitization, (B) no Borrowing Base Deficiency exists, (C) no Unmatured Event of Default, Event of Default or Facility Amortization Event has occurred or results from such release and Securitization, provided that Borrower may effect a Securitization during the occurrence of a Facility Amortization Event other than an Event of Default if either the Administrative Agent consents or the Aggregate Unpaid shall be paid in full as a result of such Securitization, (D) if such Securitization Date is not a

Payment Date, the Borrower shall have sufficient available funds on the immediately succeeding Payment Date to pay all amounts due and payable on such Payment Date pursuant to Section 2.07, (E) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct in all material respects, except to the extent that such representations and warranties expressly relate to an earlier date as set forth therein and (F) with respect to any Receivables being transferred pursuant to clause (ii) of the definition of Securitization, the purchase price relating to such Receivables shall be at fair market value as determined in good faith by the Borrower, Regional Management and the related Originators (other than a Bank Originator), as applicable;

on the related Securitization Date, (x) the Borrower shall have paid, in immediately available funds, to the applicable entities (A) the portion of the aggregate Loans Outstanding to be prepaid, which shall be an amount not less than the amount necessary so that no Borrowing Base Deficiency will exist after giving effect to such Securitization and such prepayment, (B) an amount equal to all unpaid Interest (including Interest not yet accrued) to the extent reasonably determined by the Administrative Agent to be attributable to that portion of the aggregate Loans Outstanding to be paid in connection with the Securitization, (C) an aggregate amount equal to the sum of all other amounts due and owing to the Administrative Agent, the Lenders and the Hedge Counterparties, as applicable, under this Agreement and the other Basic Documents, to the extent accrued to such date and to accrue thereafter (including Breakage Costs and Hedge Breakage Costs) and (D) all other Aggregate Unpays with respect thereto (excluding, for the avoidance of doubt, the portion of the aggregate Loans Outstanding not being prepaid on the Securitization Date and unpaid Interest thereon), (y) each of the Backup Servicer and the Account Bank shall have received all Aggregate Unpays accrued and owing to such party on such date; and (z) if such Securitization Date is not a Payment Date, all or a portion of the excess, if any, of (A) the purchase price paid with respect to Receivables as set forth in Section 2.14(a)(iii)(E) over (B) the amounts payable pursuant to the foregoing clauses (x) and (y) of this Section 2.14(a)(iv), shall, at the Borrower's discretion, be distributed to the Borrower on such Securitization Date; provided that, for the avoidance of doubt, if the Securitization Date is a Payment Date, any such excess may be distributed to the Borrower in accordance with Section 2.07(a)(xiii).

at least two (2) Business Days prior to the related Securitization Date, the Borrower shall have delivered to the Administrative Agent a list specifying the Receivables being released pursuant to such Securitization; and

the Loans Outstanding shall be reduced by a minimum aggregate amount of \$1,000,000 dollars.

The Borrower hereby agrees to pay the reasonable out-of-pocket legal fees and expenses of the Administrative Agent, the Lenders, the Servicer, the Backup Servicer and the Account Bank in connection with any Securitization (including expenses incurred in connection with the release of the Lien of the Administrative Agent, the Lenders and any other party having such an interest in the Receivables in connection with such Securitization).

Sharing Payments.

If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans owned by it any payment in excess of its Invested Percentage of the Outstanding Loans (such excess payment, the "Excess Amount"), such Lender shall immediately (i) notify the Borrower and the Administrative Agent of such fact and (ii) repay to the Borrower forthwith on demand by the Administrative Agent or the Borrower the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Borrower, at the Federal Funds Rate. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of Excess Amounts owed under this Section and will in each case notify each Agent following the payment of any Excess Amounts or the repayment thereof.

If any Lender fails to make any payment required to be made by it pursuant to Section 2.15(a), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), instruct the Servicer to instruct the Account Bank pursuant to any related Monthly Report to apply any amounts thereafter allocated to such Lender pursuant to Section 2.07 to satisfy such Lender's obligations under Section 2.15(a) until all such unsatisfied obligations are fully paid.

Tax Treatment. The Borrower, the Lenders and the Administrative Agent agree to treat the Loans and any interests herein as indebtedness of the Borrower secured by the Collateral for U.S. federal, State and local income, single business and franchise tax purposes.

The Account Bank.

The Borrower hereby appoints Computershare as the Account Bank. All payments of amounts due and payable in respect of the Aggregate Unpays that are to be made from amounts withdrawn from the Collection Account or the Reserve Account shall be made on behalf of the Borrower by the Account Bank in accordance with Section 2.07.

The Account Bank shall be compensated for its activities hereunder by receiving the Account Bank Fee. The Account Bank Fee shall be payable in accordance with the priorities specified in Section 2.07 or, at the option of the Servicer, may be paid directly to the Account Bank by the Servicer. The Borrower and the Servicer shall indemnify the Account Bank and its officers, directors, employees and agents pursuant to Sections 10.01 and 10.02. All such amounts shall be payable in accordance with Section 2.07. The provisions of this Section shall survive the termination or assignment of this Agreement and the resignation or removal of the Account Bank.

THE FOREGOING INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH LIABILITIES AND COSTS ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY.

The Account Bank shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Account Bank in such capacity herein and under the Account Control Agreement. No implied duties (including fiduciary duties) covenants or obligations shall be read into this Agreement against the Account Bank and, in the absence of bad faith on the part of the Account Bank, the Account Bank may conclusively rely on the truth of the

statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Account Bank pursuant to and conforming to the requirements of this Agreement.

The Account Bank shall not be liable for:

an error of judgment made in good faith by one of its officers; or

any action taken, suffered or omitted to be taken in good faith in accordance with or believed by it to be authorized or within the discretion or rights or powers conferred, by this Agreement or at the direction of a Secured Party relating to the exercise of any power conferred upon the Account Bank under this Agreement in each case unless it shall be proved that the Account Bank shall have been grossly negligent in ascertaining the pertinent facts.

The Account Bank shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Account Bank has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred.

Without limiting the generality of this Section, the Account Bank shall have no duty (i) to see to any recording, filing or depositing of this Agreement or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest in the Collateral, or to see to the maintenance of any such recording or filing or depositing or to any recording, refiling or redepositing of any thereof, (ii) to see to the payment or discharge of any Tax or any Lien of any kind owing with respect to, assessed or levied against, any part of the Contracts, (iii) to confirm or verify the contents of any reports or certificates of the Servicer (other than in its capacity as Backup Servicer in accordance with its express duties as such undertaken herein) or the Borrower delivered to the Account Bank pursuant to this Agreement believed by the Account Bank to be genuine and to have been signed or presented by the proper party or parties or (iv) to ascertain or inquire as to the performance or observance of any of the Borrower's or the Servicer's representations, warranties or covenants or the Servicer's duties and obligations as Servicer and as custodian of books, records, files and computer records relating to the Contracts under this Agreement.

The Account Bank shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or indemnity satisfactory to it against such risk or liability shall not be reasonably assured to it. None of the provisions contained in this Agreement shall in any event require the Account Bank to perform, or be responsible for the manner of performance of, any of the obligations or the acts or omissions of the Borrower, Servicer or any other party under this Agreement, and the Account Bank may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Account Bank to the contrary.

The Account Bank may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, Monthly Report, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties.

The Account Bank may, at the expense of the Borrower, consult with counsel of its choice with regard to legal questions arising out of or in connection with this Agreement and the written advice or oral advice which shall be confirmed in writing (which writings may, for the avoidance of doubt, be subject to applicable attorney-client privilege) or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Account Bank in good faith in accordance therewith.

The Account Bank shall be under no obligation to exercise any of the rights, powers or remedies vested in it by this Agreement or to institute, conduct or defend any litigation under this Agreement or in relation to this Agreement, at the request, order or direction of the Administrative Agent pursuant to the provisions of this Agreement, unless the Administrative Agent, on behalf of the Secured Parties, or any other party hereto shall have offered to the Account Bank security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities that may be incurred therein or thereby. The Account Bank shall have no liability for any action or inaction taken at the direction of the Borrower, the Servicer or the Administrative Agent in accordance with this Agreement.

The Account Bank shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by a Secured Party; provided, that if the payment within a reasonable time to the Account Bank of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation shall be, in the opinion of the Account Bank, not reasonably assured by the Borrower, the Account Bank may require indemnity reasonably satisfactory to it against such cost, expense or liability as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Borrower or, if paid by the Account Bank, shall be reimbursed by the Borrower pursuant to Section 2.07.

The Account Bank may execute any of the trusts or powers hereunder or perform any duties under this Agreement either directly or by or through Affiliates, agents or attorneys or custodians. The Account Bank shall not be responsible for, or have any duty to supervise or monitor, any misconduct or negligence of any such agent, attorney or custodian appointed with due care by it hereunder.

If the Account Bank shall request instructions from the Administrative Agent or the Servicer with respect to any act, action or failure to act in connection with and as set forth in this Agreement, the Account Bank shall be entitled to refrain from taking such action and continue to refrain from acting unless and until the Account Bank shall have received written instructions from the Administrative Agent or the Servicer, as applicable, without incurring any liability therefor to the Administrative Agent, the Borrower, the Servicer or any other person.

The Account Bank may act in reliance upon any written communication of the Administrative Agent concerning the delivery of Collateral pursuant to this Agreement. The Account Bank does not assume and shall have no responsibility for, and makes no representation as to, monitoring the value of the Contracts and other Collateral. The Account Bank shall not be liable for any action or omission to act hereunder, except for its own gross negligence, bad faith or willful misconduct.

THE FOREGOING PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY THE ACCOUNT BANK.

If the Account Bank shall at any time receive conflicting instructions from the Administrative Agent and the Servicer or any other party to this Agreement and the conflict between such instructions cannot be resolved by reference to the terms of this Agreement, the Account Bank shall be entitled to rely on the instructions of the Administrative Agent. In the absence of bad faith, gross negligence or willful misconduct on the part of the Account Bank, the Account Bank may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, Monthly Report, certificate of auditors, or any other certificate, statement, instrument, opinion, report, notice request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Account Bank may conclusively rely upon the validity of documents delivered to it, without investigation as to their authenticity or legal effectiveness, and the Account Bank shall not be liable to the Servicer or any other party to this Agreement in respect of any claims that may arise or be asserted against the Account Bank because of the invalidity of any such documents or their failure to fulfill their intended purpose. The Account Bank shall not be bound to ascertain or inquire as to the performance or observance of any of the terms of this Agreement or any other agreement on the part of any party, and may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Account Bank to the contrary.

The Account Bank is authorized, in its sole discretion, to disregard any and all notices or instructions given by any other party hereto or by any other Person other than any such notices or instructions as are expressly provided for in this Agreement or the Account Control Agreement and orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part hereof, then and in any of such events the Account Bank is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree with which it is advised by its legal counsel of its own choosing is binding upon it, and if it complies with any such order, writ, judgment or decree it shall not be liable to any other party hereto or to any other Person by reason of such compliance even though such order, writ, judgment or decree maybe subsequently reversed, modified, annulled, set aside or vacated.

Any Person into which the Account Bank may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Account Bank shall be a party, or any Person succeeding to all or substantially all of the corporate trust services business of the Account Bank, provided that such Person otherwise meets the requirements of the definition of the term "Account Bank", shall be the successor of the Account Bank under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

The Account Bank may at any time resign and terminate its obligations under this Agreement by providing written notice thereof to the Borrower, the Administrative Agent and the Lenders; provided, however, that except as provided below, no such resignation or termination shall be effective until a successor Account Bank is appointed (and accepts such appointment) pursuant to the terms of this Section 2.17. Promptly after receipt of notice of the Account Bank's intended resignation, the Borrower shall appoint, by written instrument, a successor Account Bank. If the Borrower fails to appoint a successor Account Bank pursuant to the terms hereof within 30 days after receipt of the Account Bank's notice of resignation, the Administrative Agent (acting at the direction of the Required Lenders) shall have the exclusive right to appoint by written instrument, a successor Account Bank. If neither the Borrower nor the Administrative Agent (acting at the direction of the Required Lenders) has appointed a successor Account Bank within 60 days after receipt of the Account Bank's notice of resignation, the Account Bank may petition a court of competent jurisdiction to appoint a successor Account Bank, with the cost of such petition (including any attorneys' fees and expenses and court costs) to be borne by the Borrower.

The Account Bank may conclusively rely on, and shall be fully protected in acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond or any other paper or document (including any of the foregoing delivered in electronic format) believed by it to be genuine and to have been signed or presented by the proper person or persons. Nothing herein shall be construed to impose an obligation on the part of the Account Bank to investigate evaluate, verify, independently determine or re-calculate any information, statement, representation or warranty or any fact or matter stated in, or the accuracy of, any such document and may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein.

Without limiting the generality of any other provision hereof, the Account Bank shall have no duty to conduct any investigation as to the occurrence of any condition requiring the repurchase of any Receivable by any Person pursuant to this Agreement, or the eligibility of any Receivable for purposes of this Agreement.

Before the Account Bank acts or refrains from taking any action under this Agreement, it may require an Officer's Certificate and/or an Opinion of Counsel from the party requesting that the Account Bank act or refrain from acting in form and substance acceptable to the Account Bank, the costs of which (including the Account Bank's reasonable attorney's fees and expenses) shall be paid by the party requesting that the Account Bank act or refrain from acting. The Account Bank shall not be liable for any action it takes or omits to take in good faith in reliance on any such Officer's Certificate and/or Opinion of Counsel.

Notwithstanding anything to the contrary in this Agreement, the Account Bank shall not be liable for any loss or damage or any failure or delay in the performance of its obligations hereunder if it is prevented from so performing its obligations by any reason which is beyond the control of the Account Bank, including by any existing or future law or regulation, any existing or future act of governmental authority, act of God, flood, war whether declared or undeclared, terrorism, riot, rebellion, civil commotion, other industrial action, epidemic or pandemic, quarantine, national emergency, general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system and any other market conditions affecting the execution or settlement of transactions or any event where, in the reasonable opinion of the Account Bank, performance of any duty or obligation under or pursuant to this Agreement would or may be illegal or would result in the Account Bank being in breach of any Applicable Law or any practice, request, direction, notice, announcement or similar action of any Governmental Authority to which the Account Bank is subject.

Notwithstanding anything to the contrary in this Agreement, the Account Bank shall not be required to take any action if it shall have reasonably determined, or shall have been advised by counsel, that such action is likely to expose the Account Bank to personal liability, is contrary to this Agreement or that is not in accordance with Applicable Law.

The right of the Account Bank to perform any permissive or discretionary act enumerated in this Agreement or any related document shall not be construed as a duty. In the event that any provision of this Agreement implies or requires that action or forbearance from action be taken by a party but is silent as to which party has the duty to act or refrain from acting, the parties hereto agree that the Account Bank shall not be the party required to take the action or refrain from acting.

Neither the Account Bank nor any of its officers, directors, employees, attorneys or agents will be responsible or liable for (i) the existence, genuineness, value or protection of any collateral securing the Receivables, for the legality, enforceability, effectiveness or sufficiency of the Basic Documents for the creation, perfection, continuation, priority, sufficiency or protection of any of the Liens, or for any defect or deficiency as to any such matters, or for any failure to demand, collect, foreclose or realize upon or otherwise enforce any of the Liens or Basic Documents or any delay in doing so, or (ii) reviewing or determining the accuracy, completeness or sufficiency of any chain of ownership (including endorsements or assignments related thereto) with respect to any Receivable or Receivable File.

The Account Bank shall not be liable for any action or inaction of the Servicer, or any other party (or agent thereof) to this Agreement or any related document and may assume compliance by such parties with their obligations under this Agreement or any related agreements, unless a Responsible Officer of the Account Bank shall have received written notice to the contrary at the address set forth below the name of the Account Bank on the signature pages of this Agreement.

The Account Bank shall not be imputed with any knowledge of, or information possessed or obtained by, the Backup Servicer or any affiliate, line of business, or other division of Computershare Trust Company, National Association, and vice versa.

The Account Bank shall not be liable for, and shall have no duty to supervise or monitor, any action or inaction of the Borrower, Servicer or any other party (or agent thereof) to this Agreement or any related document and may assume compliance by such parties with their obligations under this Agreement or any related agreements, unless a Responsible Officer of the Account Bank shall have received written notice to the contrary at the address set forth below the name of the Account Bank on the signature pages of this Agreement

Neither the Account Bank nor any of its directors, officers, agents or employees shall be responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower, the Servicer, Regional Management, the Administrative Agent or the Backup Servicer contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement or any other Basic Document to which it is a party for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article Four.

Without limiting the generality of any other provision hereof, neither the Account Bank's preparation or receipt of any reports pursuant to this Agreement nor any other publicly available information available to the Account Bank shall constitute actual or constructive knowledge or written notice of any information contained therein.

The Account Bank shall not be held responsible or liable for or in respect of, and makes no representation or warranty with respect to (i) the preparation, filing, correctness or accuracy of any financing statement, continuation statement or recording of any document (including this Agreement) or instrument in any public office at any time, or (ii) the monitoring, creation, maintenance, enforceability, existence, status, validity, priority or perfection of any security interest, lien or collateral or the performance of any collateral.

In the event that (i) the Account Bank is unsure as to the application or interpretation of any provision of this Agreement or any other Basic Document, (ii) this Agreement or any other Basic Document is silent or is incomplete as to the course of action that the Account Bank is required or permitted to take with respect to a particular set of facts, or (iii) more than one methodology can be used to make any determination to be performed by the Account Bank hereunder or thereunder, then the Account Bank may give written notice to the Administrative Agent requesting written instruction and, to the extent that the Account Bank acts or refrains from acting in good faith in accordance with any such written instruction, the Account Bank shall not be personally liable to any Person. If the Account Bank shall not have received such written instruction within ten (10) calendar days of delivery of notice to the Administrative Agent (or within such shorter period of time as may reasonably be specified in such notice or as may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking such action which it believes is consistent with this Agreement and shall have no additional liability to any Person for such action or inaction.

The Account Bank shall not be responsible for preparing or filing any reports or returns relating to federal, state or local income taxes with respect to this Agreement or any other Basic Document other than for the Account Bank's compensation.

Notwithstanding anything to the contrary herein, Computershare (in each of its capacities) shall not be under any obligation (i) to monitor, determine verify or make any decisions regarding the unavailability or cessation of the Benchmark or to give notice to any other party hereto of the selection, determination or designation of any successor or replacement benchmark index, (ii) to select, determine or designate any successor or replacement benchmark index, or whether any conditions to the designation of such a rate have been satisfied, (iii) to select, determine or designate any alternate Benchmark source or other modifier to any replacement or successor index or (iv) to determine whether or what Benchmark Replacement Conforming Changes are necessary or advisable, if any, in connection with any of the foregoing. Computershare (in each of its capacities) shall not be liable for (i) any determination, decision or election made by any party in connection with the Benchmark, or (ii) any inability, failure or delay on its part to perform any of its duties set forth in this Agreement as a result of the unavailability of the Benchmark or any alternate Benchmark Source and absence of a designated successor or replacement benchmark index, including as a result of any inability, delay, error or inaccuracy on the part of any other party hereto, including without limitation the Administrative Agent, in providing any direction, instruction, notice or information required or contemplated by the terms of this Agreement and reasonably required for the performance of such duties.

Computershare will perform its obligations as Backup Servicer through its Corporate Trust Services department (including, as applicable, any agents or Affiliates utilized thereby).

The Account Bank shall be entitled to any right, protection, privilege or indemnity afforded to the Backup Servicer under the terms of this Agreement, *mutatis mutandis*. The Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) under the Intercreditor Agreement shall be entitled to any right, protection, privilege or indemnity afforded to the Backup Servicer under the terms of this Agreement as though set forth in their entirety therein, *mutatis mutandis*.

Computershare Succession. The parties acknowledge and agree that Computershare acquired substantially all of the United States Corporate Trust business of Wells Fargo and succeeded to all of the rights and obligations of Wells Fargo as Account Bank and Backup Servicer under this Agreement and the other Transaction Documents. In connection therewith:

(v) Each of the references to “Wells Fargo” or “Wells Fargo Bank, N.A.” in the context of its performance as Account Bank (including in its capacity as “securities intermediary” under the Account Control Agreement) and/or Backup Servicer in any Basic Document (including all forms of agreements included as exhibits or schedules thereto) are understood to refer to Computershare Trust Company, National Association, as successor to Wells Fargo in such capacities (except where the context otherwise requires).

(vi) All references, if any, in the Basic Documents (including all forms of agreements included as exhibits or schedules thereto) to Computershare being a federal depository institution (including as defined in 12 U.S.C. Section 1813(c) (4) under the Federal Deposit Insurance Act) are deemed to refer to Computershare being a National Bank, as that term is used under the National Bank Act, as amended.

(vii) It is understood and agreed that notwithstanding the use of the term Account Bank in this Agreement and in the other Basic Documents, the Accounts shall be held at a Qualified Institution, which initially shall be Wells Fargo. Computershare, in its capacity as successor Account Bank, administers and maintains each such Account as the “securities intermediary” (within the meaning of Section 8-102(a)(14) of the UCC) thereof, with the sole right of dominion and control thereover and the sole right of withdrawal therefrom.

(viii) The address of Computershare, in each of its capacities, is 1505 Energy Park Drive, St. Paul, MN 55108, Attention: Corporate Trust Services-Asset Backed Administration, Email: xxx@computershare.com.

Alternate Rate of Interest.

Subject to clauses (b), (c), (d) and (e) of this Section 2.18:

The Administrative Agent determines (which determination shall be conclusive absent manifest error) at any time, that adequate and reasonable means do not exist for ascertaining Daily Simple SOFR; or

The Administrative Agent is advised by the Required Lenders that at any time, Adjusted Daily Simple SOFR will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans bearing interest by reference to Adjusted Daily Simple SOFR;

then the Administrative Agent shall give notice thereof to the Borrower and the Lenders by telephone, telecopy or electronic mail as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist with respect to the relevant Benchmark, the Loans shall bear interest at the Alternate Base Rate.

Notwithstanding anything to the contrary herein or in any other Basic Document (and any Hedge Agreement shall be deemed not to be a “Basic Document” for purposes of this Section 2.18), if a Benchmark Transition Event and its related Benchmark Replacement Date have occurred prior to the Reference Time in respect of any setting of the then-current Benchmark, then such Benchmark Replacement will replace such Benchmark for all purposes hereunder and under any Basic Document in respect of any Benchmark setting at or after 5:00 p.m. (New York City time) on the fifth (5th) Business Day after the date notice of such Benchmark Replacement is provided to the Lenders and the Borrower without any amendment to, or further action or consent of any other party to, this Agreement or any other Basic Document so long as the Administrative Agent has not received, by such time, written notice of objection to such Benchmark Replacement from Lenders comprising the Required Lenders of each affected Class.

Notwithstanding anything to the contrary herein or in any other Basic Document, the Administrative Agent will have the right to make Benchmark Replacement Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Benchmark Replacement Conforming Changes

will become effective without any further action or consent of any other party to this Agreement or any other Basic Document.

The Administrative Agent will promptly notify the Borrower and the Lenders of 1. any occurrence of a Benchmark Transition Event, 2. the implementation of any Benchmark Replacement, 3. the effectiveness of any Benchmark Replacement Conforming Changes, and 4. the commencement or conclusion of any Benchmark Unavailability Period. Any determination, decision or election that may be made by the Administrative Agent or, if applicable, any Lender (or group of Lenders) pursuant to this Section 2.18, including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Basic Document, except, in each case, as expressly required pursuant to this Section 2.18.

Upon the Borrower's receipt of notice of the commencement of a Benchmark Unavailability Period, and at all times during the continuation of a Benchmark Unavailability Period, the Loans will bear interest at the Alternate Base Rate.

SECURITY

Collateral.

The parties hereto intend that this Agreement constitute a security agreement and the transactions effected hereby constitute secured loans by the Lenders to the Borrower under Applicable Law. As collateral security for the prompt, complete and indefeasible payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Obligations, the Borrower hereby grants to the Administrative Agent, as agent for the Secured Parties, a lien on and security interest in all of the Borrower's right, title and interest in, to and under the following, whether now existing or owned or hereafter arising or acquired by the Borrower (collectively, the "Collateral"):

the Receivables and the related Contracts, (including the right to service the Receivables in connection therewith), and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Receivables) or to become due or received by any Person in payment of any of the foregoing on or after the related Cutoff Date;

the 2021-1C SUBI, the 2021-1C SUBI Certificate and any related rights, authority, powers and privileges of the holder and the beneficiary thereof under the related Trust Documents, including a beneficial interest in the North Carolina Receivables from time to time allocated to the 2021-1C SUBI, including all monies due and to become due with respect thereto and all proceeds thereof, and all payments and distributions thereunder of whatever kind or character and whether in cash or other property, at any time made or distributable to the Borrower thereunder or in respect thereof, whether due or to become due, including, without limitation, the immediate and continuing right of the Borrower to receive and collect all amounts payable to the holder thereof, and all of the Borrower's rights, remedies, powers, interests and privileges under the Trust Documents (whether arising pursuant to the terms thereof or otherwise available to Borrower), including, without limitation, the right to enforce the Trust Documents, to give or withhold any and all consents, requests, notices, directions, approvals or waivers thereunder and all amounts due and to become due thereunder, whether payable as indemnities or damages for breach thereof;

(A) the First Tier Purchase Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by Regional Management against each Originator (other than a Bank Originator) under or in connection with the First Tier Purchase Agreement and (B) any Bank Originator Transfer Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by Regional Management against such Bank Originator under or in connection with the Bank Originator Transfer Agreement, if any;

the Second Tier Purchase Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Regional Management under or in connection with the Second Tier Purchase Agreement;

the Account Collateral;

all Liquidation Proceeds;

all Hedge Collateral;

all Receivable Files, Servicer Files and the Schedule of Receivables, and the documents, agreements and instruments included in the Receivable Files and Servicer Files, including rights of recourse of the Borrower against the related Originators and Regional Management;

all Records, documents and writings evidencing or related to the Receivables or the Contracts;

all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof), payments and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Receivables, whether pursuant to the related Contracts or otherwise;

all security interests, Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Receivables and the related Contracts, and any collateral relating thereto;

all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing;

any and all other assets of the Borrower including all accounts, deposit accounts, general intangibles, chattel paper, instruments and investment property; and

all income, products, accessions and proceeds of the foregoing.

The grant under this Section does not constitute and is not intended to result in a creation or an assumption by any Agent or any of the Secured Parties of any obligation of the Borrower or any other Person in connection with any or all of the Collateral or under any agreement or instrument relating thereto. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under the Contracts to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Administrative Agent of any of its rights in the Collateral shall not release the Borrower from any of its duties or obligations under the Collateral and (iii) no Agent or any Secured Party shall have any obligations or liability under the Collateral by reason of this Agreement, nor shall any Agent or any Secured Party be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

Each of the Borrower and the Servicer represents and warrants as to itself that each remittance of Collections by the Borrower or the Servicer to the Administrative Agent or any Lender under this Agreement will have been (i) in payment of a debt incurred by the Borrower in the ordinary course of business or financial affairs of the Borrower and the Servicer and (ii) made in the ordinary course of business or financial affairs of the Borrower and the Servicer or as required under the Basic Documents.

Release of Collateral; No Legal Title.

At the same time as any Receivable (i) expires by its terms and all amounts in respect thereof have been paid by the related Obligor and deposited into the Collection Account or (ii) has been prepaid in full and all amounts in respect thereof have been paid by the related Obligor and deposited into the Collection Account, the Administrative Agent will automatically release its interest in such Receivable, the related Contract and the related Collateral. In connection with any sale of any property on or after the occurrence of an event described in clauses (i) or (ii) above or in connection with a Defaulted Receivable, after the deposit by the Servicer of the proceeds of the sale or other disposition of the related property into the Collection Account, the Administrative Agent will, at the sole expense of the Servicer, execute and deliver to the Servicer any assignments, bills of sale, termination statements, payoff letters and any other releases and instruments as the Servicer may reasonably request in order to effect the release and transfer of such property; provided, that the Administrative Agent will not make any representation or warranty, express or implied, with respect to any such property in connection with such sale or transfer and assignment. Nothing in this Section shall diminish the Servicer's obligations pursuant to Section 7.03(c) or 7.03(d) with respect to the proceeds of any such sale or other disposition.

Upon (i) a transfer or reallocation of Receivables in connection with a Securitization or (ii) the Facility Termination Date, the Administrative Agent, at the Borrower's expense, upon payment in full of the related Aggregate Unpaid, shall execute and file such partial or full releases or partial or full assignments of financing statements and other documents and instruments as may be reasonably requested by the Borrower to effectuate the release of the relevant portion of the Collateral.

The Administrative Agent will not, except as may result from the exercise of its remedies hereunder, have legal title to any part of the Collateral on the Facility Termination Date and will have no further interest in or rights with respect to the Collateral.

Protection of Security Interest; Administrative Agent, as Attorney-in-Fact.

The Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all instruments and documents, and take all actions, that may reasonably be necessary, or that the Administrative Agent or any Agent may reasonably deem necessary, to perfect, protect or more fully evidence the security interest granted to the Administrative Agent in the Receivables and the other Collateral, or to enable the Administrative Agent or the Secured Parties to exercise and enforce their rights and remedies hereunder and thereunder.

If the Borrower fails to perform any of its obligations hereunder after five Business Days' notice from any Secured Party, any Secured Party may (but shall not be required to) perform, or

cause performance of, such obligation; and the reasonable costs and expenses incurred by such Secured Party in connection therewith shall be payable by the Borrower as provided in Article Eleven. The Borrower irrevocably authorizes the Administrative Agent and appoints the Administrative Agent, as its attorney-in-fact to act on behalf of the Borrower, (i) to execute or cause to be executed on behalf of the Borrower as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the interest of the Secured Parties in the Receivables and the other Collateral, including financing statements that describe the collateral covered thereby as "all assets of the Borrower whether now owned or existing or hereafter acquired or arising and wheresoever located" and (ii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Receivables and the other Collateral, as a financing statement in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the interests of the Secured Parties in the Receivables and the other Collateral. This appointment is coupled with an interest and is irrevocable.

The Servicer, on behalf of the Borrower, shall deliver to the Administrative Agent, each Agent and the Backup Servicer an electronic data file containing a true and complete list of all such Receivables, identified by account number and principal balance as of the end of the Collection Period ending immediately prior to the initial Funding Date. Such file or list shall be marked as the Schedule of Receivables attached hereto as Schedule C hereto, delivered to the Administrative Agent, each Agent and the Backup Servicer as confidential and proprietary information, and is hereby incorporated into and made a part of this Agreement. The Servicer, on behalf of the Borrower, agrees to deliver to the Administrative Agent at such times as requested by the Administrative Agent in connection with a third-party's request to review the Schedule of Receivables, as provided in the financing statement filed by the Administrative Agent under the UCC, an electronic data file containing a true and complete list of all Receivables, including all Receivables created on or after the initial Cutoff Date, in existence as of the later of (x) the last day of the prior Collection Period, (y) the most recent Funding Date or (z) the most recent Securitization Date by account number and by Principal Balance as of such day or date. Such updated and revised file or list shall be marked as the Schedule of Receivables, delivered to the Administrative Agent, each Agent and the Backup Servicer as confidential and proprietary information, shall replace the previously delivered Schedule of Receivables, and shall be incorporated into and made a part of this Agreement.

Assignment of the Second Tier Purchase Agreement. The Borrower hereby represents, warrants and confirms to the Administrative Agent that the Borrower has collaterally assigned to the Administrative Agent, for the ratable benefit of the Secured Parties hereunder, all of the Borrower's right and title to and interest in the Second Tier Purchase Agreement. The Borrower confirms that the Administrative Agent shall have the sole right to enforce the Borrower's rights and remedies under the Second Tier Purchase Agreement for the benefit of the Secured Parties, but without any obligation on the part of the Administrative Agent, the Secured Parties or any of their respective Affiliates, to perform any of the obligations of the Borrower under the Second Tier Purchase Agreement. The Borrower further confirms and agrees that such collateral assignment to the Administrative Agent shall terminate upon the Facility Termination Date; provided, however, that the rights of the Secured Parties pursuant to such collateral assignment with respect to rights and remedies in connection with any indemnities and any breach of any representation,

warranty or covenants made by Regional Management pursuant to the Second Tier Purchase Agreement, which rights and remedies survive the termination of the Second Tier Purchase Agreement, shall be continuing and shall survive any termination of such collateral assignment.

Waiver of Certain Laws. Each of the Borrower, the Backup Servicer and the Servicer agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisement, valuation, stay, extension or redemption law now or hereafter in force in any locality where any part of the Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and each of the Borrower, the Backup Servicer and the Servicer, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such laws, and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclose the security interests granted in this Agreement may sell the Collateral as an entirety or in such parcels as the Administrative Agent or such court may determine.

Electronic Vault System and Electronic Collateral Control Agreement.

(a) With respect to each Contract that is an Electronic Contract (i) that constitutes Electronic Chattel Paper for which the Authoritative Copy has been communicated to the Administrative Agent or (ii) that does not constitute Electronic Chattel Paper, and in each case is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent, the Administrative Agent is the agent for the Secured Parties exclusively. The Administrative Agent shall hold each such Contract for the exclusive benefit of the Secured Parties and shall make disposition thereof only in accordance with this Agreement or the Electronic Collateral Control Agreement or otherwise pursuant to written instructions furnished by the Required Lenders.

(b) The Servicer shall maintain or cause to be maintained the Electronic Vault so that the Electronic Vault System will place the Required Legend on each page of any perceivable copy of an Electronic Contract; provided, that if a Contract is Exported from the Electronic Vault, the Servicer shall hold such Contract in physical form in accordance with its customary servicing practices and with this Agreement. None of the Administrative Agent, Regional Management Entities or the Trust shall make any changes to the Owner of Record of the Electronic Vault or to the Required Legend on any Electronic Contract, without the prior written consent of the Required Lenders.

(c) The Servicer shall maintain or cause to be maintained each Electronic Contract that constitutes Electronic Chattel Paper such that (i) a watermark on any perceivable rendering of the Authoritative Copy thereof shall read "View of Authoritative Copy," (ii) a watermark on any perceivable rendering of each Electronic Contract that is not a perceivable rendering of the Authoritative Copy thereof shall read "View of Non-Authoritative Copy," and (iii) the Required Legend is placed on each perceivable rendering thereof; provided, that the Servicer shall not be required to apply any watermark or other notation to any Electronic Contract when such Electronic

Contract has expired by its terms or has been paid in full. The Servicer shall cause the Electronic Vault to reflect the name of the applicable Owner of Record as follows: "Regional Management Receivables V, LLC/Regional Management NC Receivables Trust, solely with respect to 2021-1C SUBI". Neither any Regional Management Entity nor the Administrative Agent shall destroy any Electronic Contract nor transfer or cause the transfer or Export of any Electronic Contract except in accordance with the terms hereof and the Electronic Collateral Control Agreement, provided that, for the avoidance of doubt, the Servicer may Export an Electronic Contract in accordance with the terms hereof and the terms of the Electronic Collateral Control Agreement in connection with the release of such Receivable from the lien of this Agreement in accordance with the terms hereof.

(d) The Regional Management Entities shall notify the Lenders in writing as soon as reasonably practicable and in any event within two (2) Business Days after any Responsible Officer thereof receives notice or obtains actual knowledge of: (I) the intent or threat (expressed in writing) of the Electronic Vault Provider to terminate, or the termination of, the Electronic Collateral Control Agreement or the Electronic Vault Services Agreement, (II) receipt of written notice from the Electronic Vault Provider of any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for, any nonpublic or confidential information (including, but not limited to, the access codes of the Electronic Vault Provider or any party hereto) of the Electronic Vault Provider or any party hereto which is maintained in the Electronic Vault and/or any unauthorized intrusions into the Electronic Vault Provider's or any of its subcontractor's facilities or secure systems on or in which any nonpublic or confidential information of the Electronic Vault Provider or any party hereto is maintained, (III) receipt of written notification from the Electronic Vault Provider of any changes to the System Description, which shall include any changes to the Electronic Vault System that are materially inconsistent with the System Description, with respect to the Electronic Vault, (IV) any Integrity Check failure with respect to or any other attempted unauthorized access to or modification or alteration of an Authoritative Copy of an Electronic Contract that constitutes Electronic Chattel Paper which constitutes or evidences a Receivable maintained in the Electronic Vault, (V) any claim of any Person (other than the Administrative Agent) of an interest in an Electronic Contract, (VI) the receipt of written notice of the commencement or the threat in writing of any actions, suits, investigations or proceedings against the Electronic Vault Provider which may materially interfere with (A) the Electronic Vault Provider's provision of the Electronic Vault System or (B) the Borrower's, the Servicer's, the Administrative Agent's or any other Person's access to or use of the Electronic Vault or against the Borrower, the Servicer, the Administrative Agent or otherwise relating to or affecting the Electronic Vault or the Contracts, in any court, or before any arbitrator of any kind, or before or by any Governmental Authority or (VII) the receipt of any other material or adverse written notice from the Electronic Vault Provider. The Administrative Agent shall, upon receipt of notice of any of the foregoing and to the extent such notice has not already been provided by a Regional Management Entity to the Lenders, provide written notice thereof to the Lenders as soon as reasonably practicable.

(e) The Administrative Agent shall appoint only its own personnel (or personnel of its subcontractors) as "Secured Party Authorized Users" in respect of the Electronic Vault and the Contracts contained therein and shall not otherwise permit any Person to have access to thereto other than (1) prior to the delivery of a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement, Approved Parent Authorized Users (as defined in the

Electronic Collateral Control Agreement), (2) from and after the delivery of a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement, the Required Lenders and any Person appointed by the Required Lenders as a “Secured Party Administrative User”, (3) personnel of Electronic Vault Provider in connection with providing technical support to any such “Secured Party Authorized Users” and (4) the Required Lenders and their respective agents or representatives in connection with an audit pursuant to Section 7.03(j). The Administrative Agent shall not provide any Person other than the Required Lenders with any right to control the actions of the Administrative Agent under the Electronic Collateral Control Agreement, or any consent or approval rights in respect of the Electronic Collateral Control Agreement or any rights thereunder or any provisions thereof, or permit any other Person to direct the Servicer to take or refrain from taking any action, in each case, which could affect the Contracts.

(f) The Administrative Agent shall not agree to amend, or provide any consents, waivers or directions under, the Electronic Collateral Control Agreement without the prior written consent of the Required Lenders.

(g) Upon the occurrence of (x) an Event of Default, (y) the termination of Electronic Vault Services Agreement or the Electronic Collateral Control Agreement or the delivery of any notice of termination thereunder or (z) a determination by the Administrative Agent or the Required Lenders, each in their reasonable discretion, that the functionality, security, integrity or reliability of the Electronic Vault System (or any portion thereof) is impaired or the Contracts are otherwise adversely affected by any event (including any change in configuration, technology or law) or circumstance with respect to the Electronic Vault Provider, the Administrative Agent, the Electronic Vault System, the Electronic Vault Services Agreement, the Electronic Collateral Control Agreement or Electronic Contracts generally, including, without limitation, adverse claims being asserted therein by the Electronic Vault Provider or other lenders, (1) the Administrative Agent shall, notwithstanding any contrary instruction received from the Regional Management Entities or the Trust, promptly take such reasonable action with respect to the Electronic Contracts and the Electronic Collateral Control Agreement, as the Required Lenders may direct in writing (including, without limitation, Exporting the Contracts maintained within the Electronic Vault System) and (2) the Administrative Agent (acting at the written direction of the Required Lenders) as “Secured Party” under the Electronic Collateral Control Agreement shall deliver a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement.

(i) The Servicer and the Borrower hereby represent and warrant to the Secured Parties as of the date hereof and as of each Funding Date that the Electronic Collateral Control Agreement provides Regional Management a license to use the Electronic Vault System and provides the Administrative Agent exclusive access to the Electronic Vault (except to the extent otherwise expressly set forth herein or in the Electronic Collateral Control Agreement) and the terms thereof are sufficient to permit the Administrative Agent to perform its duties and obligations hereunder and under the Electronic Collateral Control Agreement.

(j) The Servicer and the Borrower hereby represent and warrant to the Secured Parties as of the date hereof and as of each Funding Date that none of the Regional Management Entities or the Trust has any right of access to the Electronic Vault under the Electronic Collateral Control

Agreement without the prior written consent of the Administrative Agent, except in accordance with the terms thereof and the terms of this Agreement.

CONDITIONS OF CLOSING AND THE LOANS

Conditions of Closing and the Initial Loan. The Closing Date shall not occur and no Lender shall be obligated to make any Lender Advance hereunder in respect of the Initial Loan, nor shall any Lender, the Administrative Agent, any Agent or any other party hereto be obligated to take, fulfill or perform any other action hereunder, until the following conditions precedent, after giving effect to the proposed Loan, in each case, have been satisfied or waived in the sole discretion of the Required Lenders:

The Administrative Agent and each Agent shall have received (i) an executed copy of each Basic Document and (ii) such other documents, instruments, agreements and Opinions of Counsel as the Administrative Agent or any Agent shall request in connection with the transactions contemplated by this Agreement, each in form and substance satisfactory to the Administrative Agent or such Agent, as applicable.

The Administrative Agent and each Agent shall have received (i) satisfactory evidence, which may be in the form of an Officer's Certificate or an Opinion of Counsel, that the Borrower, the Servicer, Regional Management and the Backup Servicer have obtained all required consents and approvals of all Persons, including all requisite Governmental Authorities, to the execution, delivery and performance of this Agreement and the other Basic Documents to which each is a party and the consummation of the transactions contemplated hereby or thereby or (ii) an Officer's Certificate or an Opinion of Counsel from each of the Borrower, the Servicer, Regional Management and the Backup Servicer, in form and substance satisfactory to the Administrative Agent and each Agent, affirming that no such consents or approvals are required; it being understood that the acceptance of such evidence, Opinion of Counsel or Officer's Certificate shall in no way limit the recourse of the Administrative Agent or any Secured Party against Regional Management or the Borrower for a breach or Regional Management's as the Borrower's representation or warranty that all such consents and approvals have, in fact, been obtained.

The Borrower and Regional Management shall each be in compliance in all material respects with all Applicable Laws and shall have delivered an Officer's Certificate to the Administrative Agent and each Agent as to such compliance and other closing matters.

The Borrower shall have paid all fees, costs and expenses required to be paid by it on the Closing Date, including all fees required hereunder and under the Fee Letter, and shall have reimbursed each Lender and the Administrative Agent for all fees, costs and expenses of closing the transactions contemplated hereunder and under the other Basic Documents, including the fees and expenses of Chapman and Cutler LLP.

No Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred or would occur as a result thereof.

No Servicer Termination Event or any event that, with the giving of notice or the lapse of time, or both, would become a Servicer Termination Event shall have occurred.

All existing financing statements naming Regional Management, as debtor securing any chattel paper as collateral thereunder shall be terminated, or amended to release such collateral, to the extent such financing statement covers any Receivables that will become Collateral upon its pledge on the Closing Date.

On and as of the Closing Date, each of the Borrower, the Servicer and Regional Management has performed all of the agreements contained in this Agreement and the other Basic Documents to be performed by it.

No Applicable Law shall prohibit, and no order, judgment or decree of any Governmental Authority shall prohibit or enjoin, the making of the Loan by the Lenders in accordance with the provisions hereof.

The Administrative Agent and each Agent shall have received opinions from (i) Alston & Bird with respect to corporate, security interest, true sale and nonconsolidation opinions customarily rendered in connection with the transactions contemplated by the Basic Documents and such other opinions as requested by the Lenders, (ii) Womble Bond Dickinson (US) LLP with respect to corporate opinions for the Originators whose jurisdictions are in the States of South Carolina, Tennessee and Wisconsin, customarily rendered in connection with the transactions contemplated in the Basic Documents, and (iii) Baker, Donelson, Bearman, Caldwell & Berkowitz, PC, with respect to corporate opinions for the Originator whose jurisdiction is in the State of Alabama, customarily rendered in connection with the transactions contemplated in the Basic Documents.

The Lenders shall have completed their “know your customer” and anti-money laundering rules and regulations compliance requirements, including the Patriot Act.

[Reserved].

The Administrative Agent and each Agent shall have received such other approvals, opinions, information or documents as the Administrative Agent or the Lenders may reasonably require.

[Reserved].

Conditions Precedent to All Loans. The Lenders’ obligation to make any Lender Advance on any Funding Date hereunder shall be subject to the conditions set forth in Section 4.01 and the further conditions precedent that:

With respect to any Loan (including the Initial Loan), the Servicer shall have delivered to the Administrative Agent and each applicable Agent, on or prior to the date of such Loan in form and substance satisfactory to the Administrative Agent and each Agent, (i) a Funding Request and (ii) in the case of Receivables being added to the Collateral, an updated Schedule of Receivables dated within two Business Days prior to the date of such Loan (other than the Initial Loan, in which case such items shall be dated within two days

prior to the date of such Initial Loan) and containing such additional information as may be reasonably requested by the Administrative Agent or an Agent.

On each Funding Date, the following shall be true and correct and the Borrower shall be deemed to have certified that, after giving effect to the proposed Loan and pledge of the Collateral (or as of such other time otherwise specified herein):

the representations and warranties contained in Sections 5.01 and 5.02 are true and correct on and as of such date as though made on and as of such date and shall be deemed to have been made on such date, except to the extent such representations and warranties expressly relate to an earlier date as set forth herein;

no event has occurred and is continuing, or would result from such transaction that constitutes (i) an Event of Default, Unmatured Event of Default or Facility Amortization Event or (ii) a Servicer Termination Event or any event that with the giving of notice of the lapse of time, or both, would constitute a Servicer Termination Event;

on and as of such date, after giving effect to such Loan, the amount of such Loan and all Loans Outstanding does not exceed the Borrowing Base (calculated as of the previous Determination Date or, with respect to the initial Funding Date or any Receivables added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date);

on and as of each such date, the Borrower, the Servicer, each Originator and Regional Management each has performed all of the agreements contained in this Agreement and the other Basic Documents to be performed by it at or prior to such date; and

no Applicable Law shall prohibit, and no order, judgment or decree of any Governmental Authority shall prohibit or enjoin, the making of such Loans by the Lenders in accordance with the provisions hereof.

The Borrower shall have deposited to the Reserve Account an amount of cash such that the Reserve Account Amount is not less than the Reserve Account Required Amount, taking into account the aggregate Principal Balance of the Receivables transferred in connection with such Loan.

The Borrower shall be in compliance with Section 6.03 and with all requirements of any Hedging Agreement required thereby.

The Administrative Agent and each Agent shall have received the Schedule of Receivables and the Schedule of Locations of Books and Records.

On the date of such transaction, the Administrative Agent and each Agent shall have received such other approvals, opinions, information or documents as the Administrative Agent or an Agent may reasonably require.

Subject to Section 2.10(b), the Borrower (directly or through the Servicer and the Subservicers) shall have caused to be deposited into the Collection Account, an amount equal to all Collections received on or in respect of the Receivables transferred in connection with such Loan since the related Cutoff Date.

REPRESENTATIONS AND WARRANTIES

Representations and Warranties of the Borrower. The Borrower represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

Organization and Good Standing. The Borrower has been duly organized, and is validly existing as a limited liability company in good standing under the laws of the State of Delaware, with all requisite power and authority to own or lease its properties and conduct its business as such business is presently conducted, and the Borrower had at all relevant times, and now has all necessary power, authority and legal right to acquire, own, sell and pledge the Receivables and the other Collateral.

Due Qualification. The Borrower is duly qualified to do business and is in good standing as a Delaware limited liability company and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualifications, licenses or approvals (including, as applicable, the origination, purchase, sale, pledge and servicing of the Receivables).

Power and Authority; Due Authorization. The Borrower (i) has all necessary power, authority and legal right to (A) execute and deliver the Borrower Basic Documents, (B) carry out the terms of the Borrower Basic Documents and (C) grant the security interest in the Collateral on the terms and conditions herein provided and (ii) has duly authorized by all necessary limited liability company action the execution, delivery and performance of the Borrower Basic Documents and the grant of the security interest in the Collateral on the terms and conditions herein and therein provided.

Binding Obligation. Each Borrower Basic Document constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

No Violation. The execution and delivery of the Borrower Basic Documents, the consummation of the transactions contemplated by the Borrower Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Formation Documents or any Contractual Obligation of the Borrower, (ii) result in the creation or imposition of any Lien upon any of the Borrower's properties pursuant to the terms of any such Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.

No Proceedings. There is no litigation, proceeding or investigation pending or, to the knowledge of the Borrower, threatened against the Borrower, before any Governmental Authority (i) asserting the invalidity of any Borrower Basic Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by the Borrower Basic

Documents or (iii) seeking any determination or ruling that could reasonably be expected to have a Material Adverse Effect.

All Consents Required. All approvals, authorizations, consents, orders, licenses or other actions of any Person or of any Governmental Authority required for the due execution, delivery and performance by the Borrower of the Borrower Basic Documents have been obtained.

Bulk Sales. The execution, delivery and performance of this Agreement do not require compliance with any “bulk sales” act or similar law by the Borrower.

Solvency. The transactions contemplated by the Basic Documents do not and will not render the Borrower not Solvent.

Selection Procedures. No procedures believed by the Borrower to be adverse to the interests of the Lenders were utilized by the Borrower in identifying and/or selecting Receivables to be funded by the related Loans. In addition, each Receivable shall have been underwritten in accordance with and satisfy the standards of the Credit Policy in effect at the time of the origination of such Receivable.

Taxes. The Borrower has filed or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it and all such returns are correct in all material respects. The Borrower has paid or made adequate provisions for the payment of all income Taxes and all material Taxes or assessments made against it or any of its property, income or assets (other than any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Borrower), and no Tax lien has been filed and, to the Borrower’s knowledge, no claim is being asserted, with respect to any such Tax.

Exchange Act Compliance; Regulations T, U and X. None of the transactions contemplated herein (including the use of the proceeds from the Loans and the pledge of the Collateral) will violate or result in a violation of Section 7 of the Exchange Act, or any regulations issued pursuant thereto, including Regulations T, U and X of the Federal Reserve Board, 12 C.F.R., Chapter II. The Borrower does not own or intend to carry or purchase, and no proceeds from the Loans will be used to carry or purchase, any “Margin Stock” within the meaning of Regulation U or to extend “Purchase Credit” within the meaning of Regulation U.

Quality of Title. (i) Each Receivable (other than a Receivable originated by a Bank Originator), together with the Contract related thereto and (ii) the participation interest in each Receivable originated by a Bank Originator, shall, at all times, be owned by the Borrower (or, in the case of the North Carolina Receivables that are not originated by a Bank Originator, the Trust), free and clear of any Lien except for Permitted Liens, and upon the making of the Loan, the Administrative Agent, on behalf of the Secured Parties, shall acquire a valid and perfected first priority security interest in each Receivable (or, (i) in the case of a Receivable originated by a Bank Originator, in each related participation

interests, and (ii) in the case of the North Carolina Receivables, the 2021-1C SUBI Certificate) and, to the extent such a security interest can be perfected by filing a financing statement under the UCC (in the case of the Receivables or, in the case of Receivables originated by a Bank Originator, participation interests therein other than the North Carolina Receivables) or by possession thereof (in the case of the North Carolina Receivables evidenced by the 2021-1C SUBI Certificate), the related Collateral, free and clear of all Liens other than Permitted Liens. No effective financing statement or other instrument similar in effect covering any portion of the Collateral shall at any time be on file in any recording office except such as may be filed in favor of (i) Regional Management in accordance with the First Tier Purchase Agreement, the Bank Originator Transfer Agreement and the First Tier North Carolina Purchase Agreement, (ii) the Borrower in accordance with the Second Tier Purchase Agreement or (iii) the Administrative Agent in accordance with this Agreement.

Security Interest. The Borrower has granted a security interest (as defined in the UCC) to the Administrative Agent, on behalf of the Secured Parties, in the Collateral, which is enforceable in accordance with Applicable Law upon execution and delivery of this Agreement. Upon the filing of UCC-1 financing statements naming the Administrative Agent, as secured party and the Borrower as debtor, the Administrative Agent, on behalf of the Secured Parties, shall have a first priority (except for any Permitted Liens) perfected security interest in the Collateral to the extent such an interest can be perfected by filing a financing statement under the UCC or maintaining such possession. All filings (including such UCC filings) as are necessary in any jurisdiction to perfect such security interest of the Administrative Agent, on behalf of the Secured Parties, in the Collateral have been (or prior to the applicable Loan will be) made.

Reports Accurate. All Monthly Reports, Monthly Loan Tapes and static pool information (if prepared by the Borrower, or to the extent that information contained therein is supplied by the Borrower, such portion supplied by the Borrower), information, exhibits, financial statements, documents, books, records or reports (including the data file indicating characteristics of the Receivables immediately prior to the Closing Date and the data file indicating characteristics of the Subsequent Receivables prior to each subsequent Funding Date) furnished or to be furnished by the Borrower to each Agent, any Secured Party, the Backup Servicer or the Account Bank in connection with this Agreement are true, complete and correct in all material respects as of the dates specified therein or the date so furnished (as applicable).

Location of Offices. The principal place of business and chief executive office of the Borrower and the offices where the Borrower keeps all Records are located at the addresses referred to in Schedule H and have been so for the four months preceding the Closing Date (or at such other locations as to which the notice and other requirements specified in Section 6.02(i) shall have been satisfied).

The Accounts. The Borrower has neither pledged nor assigned, nor entered into a control agreement with respect to either Account, other than in accordance with the terms of this Agreement and the Account Control Agreement. Each Account is a “securities account” under and as defined in the relevant UCC.

Tax Status. The Borrower is a disregarded entity that is wholly owned by a U.S. Person for federal income tax purposes. The Borrower has not elected and will not elect to be treated as a corporation, nor, to its knowledge, has it engaged in any transaction which could result in it becoming treated as a corporation, for United States federal income tax purposes.

Tradenames and Place of Business. (i) The Borrower has no trade names, fictitious names, assumed names or “doing business as” names or other names under which it has done or is doing business and (ii) the principal place of business and chief executive office of the Borrower are located at the address of the Borrower set forth below its name on the signature pages of this Agreement and has been so for the last four months.

Second Tier Purchase Agreement. The Second Tier Purchase Agreement is the only agreement pursuant to which the Borrower purchased the Receivables and the related Contracts.

Value Given. In consideration for the transfer to the Borrower of the Receivables and the related Collateral under the Second Tier Purchase Agreement, the Borrower shall have paid Regional Management an amount equal to the fair market value of the Receivables, and no such transfer shall have been made for or on account of an antecedent debt owed by Regional Management to the Borrower and no such transfer is or may be voidable or subject to avoidance under any Insolvency Law.

Accounting. The Borrower accounts for the transfers to it from Regional Management of the Receivables and related Collateral under the Second Tier Purchase Agreement as true sales/true contributions of such Receivables and related Collateral in its books, records and financial statements, in each case consistent with GAAP and with the requirements set forth herein.

Special Purpose Entity. The Borrower is in compliance with Section 6.02(q).

Confirmation from Regional Management. The Borrower has received in writing from Regional Management confirmation that, so long as the Borrower is not “insolvent” within the meaning of the Bankruptcy Code, Regional Management will not cause the Borrower to file a voluntary petition under the Bankruptcy Code or any other Insolvency Laws. Each of the Borrower and Regional Management is aware that in light of the circumstances described in the preceding sentence and other relevant facts, the filing of a voluntary petition under the Bankruptcy Code for the purpose of making any Receivable or any other assets of the Borrower available to satisfy claims of the creditors of Regional Management would not result in making such assets available to satisfy such creditors under the Bankruptcy Code.

Investment Company Act. The Borrower (i) is not a “covered fund” as defined in the “Volcker Rule” and (ii) is not an “investment company” within the meaning of the Investment Company Act. The Borrower relies on an exclusion from the definition of “investment company” under the Investment Company Act contained in Section 3(c)(4) of

the Investment Company Act, although there may be additional exclusions or exemptions available.

ERISA. Each Pension Plan established or maintained by Borrower or ERISA Affiliate is in compliance with applicable funding requirements under Section 412 of the Code or Section 302 of ERISA, whether or not waived). No prohibited transactions under ERISA or the Code, funding deficiencies under Section 412 of the Code, complete or partial withdrawals under ERISA by a Multiemployer Plan or Reportable Events (as defined in Title IV of ERISA) have occurred with respect to any Pension Plan or a Multiemployer Plan that, in the aggregate, could subject the Borrower or any ERISA Affiliate to any material tax, penalty or other liability. There has been no determination that any Pension Plan is considered an at-risk plan or a plan in endangered or critical status within the meaning of Sections 430, 431 and 432 of the Code or Sections 303, 304 and 305 of ERISA. No notice of intent to terminate a Pension Plan established or maintained by Borrower or ERISA Affiliate has been filed, nor has any Pension Plan been terminated under Section 4041(c) of ERISA, nor has the Pension Benefit Guaranty Corporation instituted proceedings to terminate, or appoint a trustee to administer such a Pension Plan and no event has occurred or condition exists that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such Pension Plan. There has been no imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate. None of the assets of the Borrower constitute Plan Assets.

Accuracy of Representations and Warranties. Each representation or warranty by the Borrower contained herein, in any other Borrower Basic Document or in any certificate or other document furnished by the Borrower pursuant hereto or thereto or in connection herewith or therewith is true and correct in all material respects.

Representations and Warranties in Second Tier Purchase Agreement. The representations and warranties made by Regional Management to the Borrower in the Second Tier Purchase Agreement are hereby remade by the Borrower on each date to which they speak in the Second Tier Purchase Agreement, as if such representations and warranties were set forth herein. For purposes of this Section, such representations and warranties are incorporated herein by reference as if made by the Borrower to each of the Secured Parties under the terms hereof mutatis mutandis.

Anti-Money Laundering Laws; Anti-Corruption Laws; Sanctions. None of Borrower nor any of its Affiliates (i) is in violation of any Sanctions, (ii) is a Sanctioned Target, (iii) is controlled by or is acting on behalf of a Sanctioned Target, or (iv) to the best knowledge of Borrower after due inquiry, is under investigation for an alleged breach of Sanctions by a governmental authority that enforces Sanctions. The proceeds of any Loan have not been and will not be used, directly or indirectly, in violation of applicable Sanctions, to fund any operations in, finance any investments or activities in or make any payments to a Sanctioned Target or otherwise in violation of Sanctions, Anti-Corruptions Laws or Anti-Money Laundering Laws. The operations of Borrower are, and have been, conducted at all times in compliance with all applicable Anti-Money Laundering Laws and

Anti-Corruption Laws. No litigation, regulatory or administrative proceedings of or before any court, tribunal or agency with respect to any Anti-Money Laundering Laws or Anti-Corruption Laws have been initiated or (to the best of its knowledge and belief) threatened against each of Borrower or any Affiliates of Borrower.

Money Services Business. The Borrower is not, nor is required to be registered as, nor will it at any time during the term of this Agreement be, or be required to be registered as, a “Money Services Business” within the meaning of the FinCEN rules at 31 C.F.R. 1010.100(ff).

Disclosure. The Borrower has disclosed to the Administrative Agent and the Lenders all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the written reports, financial statements, certificates or other written information (other than general market or economic data) furnished by or on behalf of Borrower to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, it represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time (it being understood that forecasts and projections are subject to contingencies and no assurances can be given that any forecast or projection will be realized).

Representations and Warranties of the Borrower as to the Receivables. The Borrower represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

Eligibility of Receivables.

As of the Closing Date, (A) Schedule C and the information contained in the Funding Request delivered pursuant to Section 2.01 is an accurate and complete listing in all material respects of the Receivables constituting a portion of the Collateral as of the date of the Initial Loan and the information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (B) each such Receivable is an Eligible Receivable, (C) each such Receivable is free and clear of any Lien of any Person (other than Permitted Liens) and in compliance, in all material respects, with all Applicable Laws and (D) with respect to each such Receivable, all material consents, licenses, approvals or authorizations of or registrations or declarations with any Governmental Authority required to be obtained, effected or given by the Borrower in connection with the origination, purchase and pledge of such Receivable and the related Collateral to the Administrative Agent have been duly obtained, effected or given and are in full force and effect; and

As of each Funding Date other than the Funding Date on which the Initial Loan is made, the Borrower shall be deemed to represent and warrant that (A) Schedule C and the information contained in the related Funding Request is an accurate and complete listing in all material respects of the Receivables (including the Subsequent Receivables being transferred on such Funding Date) constituting a portion of the Collateral as of the date of the Subsequent Loan and the information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (B) each Subsequent Receivable referenced on the related Funding Request is an Eligible Receivable, (C) each such Subsequent Receivable is free and clear of any Lien of any Person (other than Permitted Liens) and is in compliance in all material respects with all Applicable Laws and (D) with respect to each such Subsequent Receivable, all material consents, licenses, approvals, authorizations, registrations or declarations with any Governmental Authority required to be obtained, effected or given by the Borrower in connection with the origination, purchase and pledge of such Subsequent Receivable and the related Collateral have been duly obtained, effected or given and are in full force and effect.

Security Interest. This Agreement constitutes a grant of a security interest in all Collateral to the Administrative Agent which upon the filing of financing statements in the applicable jurisdictions, shall be a first priority perfected security interest in all Collateral, subject only to Permitted Liens. Until the Facility Termination Date, neither the Borrower nor any Person claiming through or under the Borrower shall have any claim to or interest in any Account Collateral; provided, if this Agreement constitutes the grant of a security interest in such property, except for the interest of the Borrower in such property. The representations and warranties contained in Schedule F are true and correct in all material respects.

Representations and Warranties of the Servicer. The Servicer represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

Organization and Good Standing. The Servicer and each Subservicer has been duly organized and is validly existing as a corporation or limited liability company, as applicable, in good standing under the laws of the State of its incorporation or formation, as applicable, with all requisite corporate power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to enter into and perform its obligations pursuant to this Agreement and the Servicer had at all relevant times, and now has all requisite corporate power and authority to acquire, own, sell and service the Receivables and the other Collateral.

Due Qualification. Each of the Servicer and each Subservicer is duly qualified to do business and is in good standing as a corporation or limited liability company, as applicable, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property and or the conduct of its business, including the origination and servicing of the Receivables, requires such qualification, licenses or approvals, except where the failure to so qualify could not reasonably be expected to result in a Material Adverse Effect.

Power and Authority; Due Authorization. The Servicer (i) has all necessary power, authority and legal right to (A) execute and deliver the Servicer Basic Documents and (B) carry out the terms of the Servicer Basic Documents and (ii) has duly authorized by all necessary corporate action the execution, delivery and performance of the Servicer Basic Documents.

Binding Obligation. Each Servicer Basic Document constitutes a legal, valid and binding obligation of the Servicer enforceable against the Servicer in accordance with its respective terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

No Violation. The execution and delivery of the Servicer Basic Documents, the consummation of the transactions contemplated the Servicer Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Servicer's certificate of incorporation, bylaws or any Contractual Obligation of the Servicer, (ii) result in the creation or imposition of any Lien upon any of the Servicer's properties pursuant to the terms of any such certificate of incorporation, bylaws or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.

No Proceedings. There is no litigation, proceeding or investigation pending or, to the best knowledge of the Servicer, threatened against the Servicer, before any Governmental Authority (i) asserting the invalidity of any Servicer Basic Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by any Servicer Basic Document, (iii) seeking any determination or ruling that could reasonably be expected to have Material Adverse Effect.

All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by the Servicer of the Servicer Basic Documents have been obtained.

Solvency. The transactions contemplated by the Basic Documents do not and will not render the Servicer not Solvent.

Taxes. The Servicer has filed or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it and all such returns are correct in all material respects. The Servicer has paid or made adequate provisions for the payment of all income Taxes and all other material Taxes and assessments made against it or any of its property, income or assets (other than any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Servicer), and no tax lien has been filed and, to the Servicer's knowledge, no claim is being asserted, with respect to any such Tax.

Reports Accurate. All Monthly Reports, information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Servicer or any Subservicer to any Agent, any Secured Party, the Backup Servicer or the Account Bank in connection with this Agreement are accurate, true and correct in all material respects as of the date specified therein or the date so furnished (as applicable).

Servicer's Performance. The Servicer has the knowledge, the experience and the systems, financial and operational capacity available to timely perform each of its obligations hereunder.

Compliance with the Collection Policy. The Servicer and each Subservicer has, with respect to the Receivables, complied in all material respects with the Collection Policy.

The Accounts. The Servicer has neither pledged nor assigned, nor entered into a control agreement with respect to, either Account or amounts on deposit therein with or to any other Person except the Administrative Agent and/or the Secured Parties. Each Account is a "securities account" under and as defined in the relevant UCC.

Representations and Warranties in the Second Tier Purchase Agreement. The representations and warranties made by Regional Management in the Second Tier Purchase Agreement are hereby remade by Regional Management on each date to which they speak in the Second Tier Purchase Agreement, as if such representations and warranties were set forth herein. For purposes of this subsection, such representations and warranties are incorporated herein by reference as if made by Regional Management to the Administrative Agent and to each of the Secured Parties under the terms hereof mutatis mutandis.

Anti-Money Laundering Laws, Anti-Corruption Laws and Sanctions. The Servicer has implemented and maintains in effect policies and procedures designed to ensure compliance by the Servicer and its Subsidiaries, directors, officers and employees with all applicable Anti-Money Laundering Laws, Anti-Corruption Laws and Sanctions, and the Servicer, its Subsidiaries and their respective officers and employees and to the knowledge of the Servicer, their directors and agents, are in compliance with Anti-Money Laundering Laws, Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) the Servicer, any Subsidiary or to the knowledge of the Servicer any of their respective directors, officers or employees, or (ii) to the knowledge of the Servicer, any of their respective agents or any Subsidiary that will act in any capacity in connection with or benefit from the facility established hereby, is a Sanctioned Target. No advance, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Money Laundering Laws, Anti-Corruption Laws or applicable Sanctions. The operations of Servicer are, and have been, conducted at all times in compliance with and Anti-Corruption Laws. No litigation, regulatory or administrative proceedings of or before any court, tribunal or agency with respect to any Anti-Money Laundering Laws or Anti-Corruption Laws have been initiated or (to the best of its knowledge and belief) threatened against each of Servicer or any Affiliates of Servicer.

Money Services Business. The Servicer is not, nor is required to be registered as, nor will it at any time during the term of this Agreement be, or be required to be registered as, a “Money Services Business” within the meaning of the FinCEN rules at 31 C.F.R. 1010.100(ff).

Electronic Contract. With respect to each Electronic Contract (or electronically authenticated original record of the executed Contract with respect to Electronic Contracts that do not constitute Electronic Chattel Paper), the Servicer represents that the Administrative Agent holds the Authoritative Copy of such Electronic Contract (or holds the electronically authenticated original record of the executed Contract with respect to Electronic Contracts that do not constitute Electronic Chattel Paper) in the Electronic Vault as pledgee of the Borrower or the Trust, as applicable, for the benefit of the Secured Parties.

Representations and Warranties of the Backup Servicer. The Backup Servicer represents and warrants as of the Closing Date:

Organization. It has been duly organized, and is validly existing as a national banking association under the laws of the United States, with all requisite power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to execute, deliver and perform its obligations under the Basic Documents to which it is a party.

Power and Authority; Due Authorization. It (i) has all necessary power and authority to execute, deliver and carry out the terms of the Basic Documents to which it is a party and (ii) has duly authorized by all necessary action on its part the execution, delivery and performance of such Basic Documents.

Binding Obligation. Each of the Basic Documents to which it is a party constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, its organizational documents or any of its Contractual Obligations, (ii) result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such organizational documents or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law, to the extent applicable to Computershare.

No Proceedings. There is no litigation, proceeding or investigation pending or, to its knowledge, threatened against it, before any Governmental Authority (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement, (iii) seeking any determination or ruling that

could reasonably be expected to have a Material Adverse Effect (solely with respect to part (iv) of the definition thereof).

All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by it of this Agreement have been obtained.

Repurchase of Certain Receivables.

(i) The Borrower and the Servicer, as applicable, upon obtaining knowledge of a breach of any representation or warranty contained in Section 5.02(a) hereof by the Borrower or the Second Tier Purchase Agreement by Regional Management with respect to such Receivable at the time such representation or warranty was made, shall disclose the identity of the affected Receivables on the next Monthly Report relating to the Collection Period in which such breach was determined. Unless waived by the Required Lenders, the Borrower shall cause Regional Management to (A) cure each such breach in all material respects, such that the representations and warranties contained in Section 5.02(a) or in the Second Tier Purchase Agreement, as applicable, are satisfied with respect to each affected Receivable, (B) reacquire each affected Receivable, for the related Release Price, as provided in the Second Tier Purchase Agreement, or (C) substitute a Substitute Receivable for each such affected Receivable, in each case, by the Payment Date relating to the Collection Period in which the Servicer obtained actual knowledge of the underlying breach with respect to each affected Receivable and (ii) in the event Regional Management has not cured any breach described in Section 5.05(a)(i) by the Payment Date relating to the Collection Period in which the Servicer obtained actual knowledge of the underlying breach with respect to each affected Receivable, Regional Management must repurchase or substitute each such affected Receivable by such date. The Administrative Agent shall be deemed, upon receipt of the Release Price into the Collection Account or upon receipt of a Substitute Receivable in respect of any affected Receivable repurchased or substituted by the Borrower in accordance with the terms hereof, as applicable, to convey to the Borrower, without recourse, representation or warranty, all of its right, title and interest in each such affected Receivable. In any of the foregoing instances, the Borrower shall accept the release of each such affected Receivable from the Administrative Agent, and the aggregate Eligible Receivables Principal Balance shall be reduced by the Principal Balance (as of the end of the most recent Collection Period) of each such affected Receivable and, if applicable, increased by the Principal Balance of each such Substitute Receivable. On and after the date of release, any affected Receivable so released shall not be included in the Collateral and, as applicable, the related Substitute Receivable shall be included in the Collateral. In consideration of a release, the Borrower shall, on the date of release of such affected Receivable, make or cause to be made a deposit of the Release Price to the Collection Account in immediately available funds and/or via an ACH transaction. Upon each release to the Borrower of such an affected Receivable, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Receivable and all future monies due or to become due with respect thereto, all proceeds of such Receivable and Liquidation Proceeds relating thereto, all rights to security for any such Receivable, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Release Price). In connection with the addition of any Substitute Receivable to the Collateral in accordance with the terms of this Section 5.05, the Borrower shall be deemed to have represented, as of the related date of

substitution, that such Substitute Receivable is an Eligible Receivable. The Administrative Agent shall, at the sole expense of the Servicer, execute such documents and instruments of release as may be prepared by the Servicer on behalf of the Borrower and take other such actions as shall reasonably be requested by the Borrower to effect the release of such a Receivable removed from the Collateral pursuant to this subsection. The Borrower shall deliver to the Administrative Agent and each Agent an updated Schedule of Receivables in connection with any such repurchase or substitution hereunder, in accordance with the terms of Section 3.03(c).

[Reserved.]

The Administrative Agent shall have the right to enforce all rights of the Borrower under the Second Tier Purchase Agreement including the right to require Regional Management to repurchase Receivables for breaches of representations and warranties made by Regional Management.

In the event that the Servicer breaches a servicing covenant pursuant to Section 7.03(c)(i), no later than the earlier of (i) knowledge by the Servicer of such event or (ii) receipt by the Servicer from the Administrative Agent, any Lender or the Borrower of written notice thereof, the Servicer shall (A) disclose the identity each Receivable that is adversely affected in any material respect by such breach on the next Monthly Report relating to the Collection Period in which such Receivable was determined adversely affected by such breach and (B) on or before the next Payment Date relating to the Collection Period in which such Receivable was determined adversely affected by such breach, to the extent such breach has not been cured or waived, make a deposit of the Release Price for each such adversely affected Receivable into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Receivable(s), in each case as described in Section 5.05(a).

In the event that the Servicer identifies a third party to purchase a Defaulted Receivable (other than, for the avoidance of doubt, any Receivable required to be repurchased pursuant to Sections 5.05(a) and (d)), the Servicer shall make a deposit of the Defaulted Receivable Release Price for such Defaulted Receivable into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Defaulted Receivable as described in Section 5.05(a) so that the Servicer, on its own behalf, can then sell such Defaulted Receivable to the third party purchaser. Upon the release to the Borrower of such Defaulted Receivable, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Defaulted Receivable and all future monies due or to become due with respect thereto, all proceeds of such Defaulted Receivable and Liquidation Proceeds relating thereto, all rights to security for any such Defaulted Receivable, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Defaulted Receivable Release Price).

The Borrower or the Servicer, as applicable, shall provide written notice to the Administrative Agent, each Lender, the Backup Servicer and each Hedge Counterparty on the Monthly Report of any release of Receivables pursuant to Sections 5.05(a) and (d).

For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, the Servicer's repurchase and/or reallocation obligations with respect to the North Carolina Receivables arising under this Section 5.05 shall be effected pursuant to, and in accordance with, the 2021-1C SUBI Servicing Agreement.

COVENANTS

Affirmative Covenants of the Borrower. From the Closing Date until the Facility Termination Date:

Compliance with Laws. The Borrower will comply in all material respects with all Applicable Laws, including those with respect to the Receivables.

Preservation of Existence. The Borrower will preserve and maintain its existence, rights, franchises and privileges in the State of Delaware, and qualify and remain qualified in good standing as a foreign limited liability company in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

Performance and Compliance with Agreements. The Borrower will, at its expense, timely and fully perform and comply (or cause (i) Regional Management to perform and comply pursuant to this Agreement and other Basic Documents to which Regional Management is a party or (ii) each Originator (other than a Bank Originator) to perform and comply pursuant to the First Tier Purchase Agreement) with all provisions, covenants and other promises required to be observed by it under the Basic Documents and the Contracts.

Keeping of Records and Books of Account. The Borrower will (or will direct the Servicer on behalf of the Borrower to) maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables.

Borrower Assets. With respect to each Receivable, the Borrower will: (i) acquire such Receivable pursuant to and in accordance with the terms of the Second Tier Purchase Agreement, (ii) take all action necessary to perfect, protect and more fully evidence the Borrower's ownership of such Receivable, including (A) filing and maintaining effective financing statements (Form UCC-1) listing Regional Management as debtor in all necessary or appropriate filing offices (and will cause Regional Management to obtain similar financing statements from each Originator from which it acquired the Receivables), and filing continuation statements, amendments or assignments with respect thereto in such filing offices and (B) executing or causing to be executed such other instruments or notices as may be necessary or appropriate and (iii) take all additional action that the Administrative Agent or any Lender may reasonably request, including the filing of financing statements (Form UCC-1) listing the Administrative Agent as secured party to perfect, protect and more fully evidence the respective interests of the parties to this Agreement in the Collateral on the Closing Date.

Delivery of Collections. The Borrower will deliver or cause to be delivered to the Servicer for further remittance to the Collection Account promptly (but in no event later than one Business Day after receipt) all Collections received by it.

Separate Existence. The Borrower shall be in compliance with the special purpose entity requirements set forth in Section 6.02(q).

Credit Policy and Collection Policy. The Borrower will cause the Servicer to (i) with respect to each Receivable, comply in all material respects with the Credit Policy and the Collection Policy, as applicable, throughout the life of such Receivable, (ii) furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any change to the Credit Policy or the Collection Policy that may be deemed adverse or material to a Secured Party, and with respect to any adverse change, the Borrower will not allow such change to be put into effect without the prior written consent of the Administrative Agent acting at the direction of the Required Lenders (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five Business Days of their receipt thereof), provided, that the requirements of this subclause (ii) shall not apply to any changes to the Credit Policy and the Collection Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore; and (iii) to the extent the Servicer is Regional Management, furnish to the Administrative Agent and the Lenders revised versions of the Credit Policy and the Collection Policy, as applicable.

Events of Default and Facility Amortization Event. The Borrower will provide the Administrative Agent, each Lender and the Backup Servicer with written notice promptly and in any event within three Business Days after a Responsible Officer of the Borrower obtains knowledge of the occurrence of each Event of Default, Unmatured Event of Default and Facility Amortization Event setting forth the details of such event and the action that the Borrower proposes to take with respect thereto.

Taxes. The Borrower will file or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it. The Borrower will pay when due, cause to be paid when due, or make adequate and timely provisions for the payment when due of all federal Taxes and all other material Taxes and assessments made against it or any of its property (other than any amount of Tax the validity of which the Borrower may contest in good faith by appropriate proceedings, including appeals, and with respect to which the Borrower retains reserves in accordance with GAAP on the books of the Borrower), including those required to meet the obligations of the Basic Documents.

Tax Status. The Borrower shall at all times be a disregarded entity for federal income tax purposes that is wholly owned by a U.S. Person. The Borrower will not elect to be treated as a corporation or enter into any transaction which could reasonably be expected to result in it becoming taxable as a corporation, for U.S. federal income tax purposes.

Use of Proceeds. The Borrower will use the proceeds of the Loans only to acquire the Receivables from Regional Management pursuant to the Second Tier Purchase

Agreement, and Regional Management will use the ultimate proceeds of the Loans only (i) to finance the acquisition of Receivables and (ii) to fund the fees and expenses arising under this Agreement and the other Basic Documents. No part of the proceeds of the Loans will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X.

Reporting. The Borrower will maintain for itself, or cause to be maintained, a system of accounting established and administered in accordance with GAAP and furnish or cause to be furnished to the Administrative Agent, each Lender and each Hedge Counterparty, if any, and, in the case of Monthly Reports, Monthly Loan Tapes and notices of material events, each Lender, the Account Bank and the Backup Servicer:

Monthly Reports and Monthly Loan Tapes. Not later than each Reporting Date, a Monthly Report, a Monthly Loan Tape and such other information as reasonably requested by the Administrative Agent or a Lender.

Income Tax Liability. Within ten Business Days after the receipt of revenue agent reports or other written proposals, determinations or assessments of the IRS or any other taxing authority which propose, determine or otherwise set forth positive adjustments to the Tax liability of any "affiliated group" (within the meaning of Section 1504(a)(1) of the Code) which equal or exceed \$1,000,000 in the aggregate, telephonic or telecopied notice (confirmed in writing within five Business Days) specifying the nature of the items giving rise to such adjustments and the amounts thereof.

Tax Returns. Upon demand by the Administrative Agent or a Lender, copies of all federal, State and local Tax returns and reports filed by the Borrower, or in which the Borrower was included on a consolidated or combined basis (excluding sales, use and like taxes).

Auditors' Management Letters. Promptly after any auditors' management letters are received by the Borrower or by its accountants, which refer in whole or in part to any inadequacy, defect, problem, qualification or other lack of fully satisfactory accounting controls utilized by the Borrower.

Representations. Promptly upon receiving knowledge of same, the Borrower shall notify the Administrative Agent and each Lender if any representation or warranty set forth in Section 5.01 or 5.02 was incorrect at the time it was given or deemed to have been given and at the same time deliver to the Administrative Agent and each Lender a written notice setting forth in reasonable detail the nature of such facts and circumstances. In particular, but without limiting the foregoing, the Borrower shall notify the Administrative Agent and each Lender in the manner set forth in the preceding sentence before any Funding Date of any facts or circumstances within the knowledge of the Borrower which would render any of such representations and warranties untrue at the date when they were made or deemed to have been made.

ERISA. Promptly, and in any event within 30 days, after a Responsible Officer of the Borrower receives notice or obtains knowledge thereof, the Borrower shall notify the Administrative Agent of the occurrence of an event or condition set forth in Section 5.01(z).

Proceedings. As soon as possible and in any event within three Business Days after a Responsible Officer of the Borrower receives notice or obtains knowledge thereof, any settlement of, material judgment (including a material judgment with respect to the liability phase of a bifurcated trial) in or commencement of any labor controversy (of a material nature), material litigation, material action, material suit or material proceeding before any Governmental Authority, domestic or foreign, affecting the Regional Management Entities or their Affiliates.

Notice of Material Events. Promptly upon becoming aware thereof, notice of any other event or circumstance with respect to the Borrower that, in the reasonable judgment of the Borrower, is likely to have a Material Adverse Effect.

Accounting Policy. The Borrower will promptly notify the Administrative Agent and each Lender of any material change in the Borrower's accounting policies that are not otherwise required by GAAP.

Notices Regarding Collateral. The Borrower will advise the Administrative Agent and each Lender in writing promptly, in reasonable detail, of (i) any Lien (other than Permitted Liens) asserted or claim made against a material portion of the Collateral, (ii) the occurrence of a material breach by the Borrower of any of its representations, warranties or covenants contained herein and (iii) the occurrence of any other event which would have a material adverse effect on the security interest of the Administrative Agent on behalf of the Secured Parties in the Collateral or the collectability of all or a material portion of the Receivables or which would have a material adverse effect on the security interests of the Administrative Agent for the benefit of the Secured Parties.

Reports Accurate. All Monthly Reports, Monthly Loan Tapes and static pool information (if prepared by the Borrower, or to the extent that information contained therein is supplied by the Borrower, such portion supplied by the Borrower), information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Borrower to any Agent, any Secured Party and the Backup Servicer in connection with this Agreement will be true, complete and correct in all material respects.

Further Assurances. Promptly upon request by the Administrative Agent, or any Lender, the Borrower will (i) correct any material defect or error that may be discovered in any Basic Document other than a Hedging Agreement or in the execution, acknowledgment, filing or recordation thereof, and with respect to a Hedging Agreement request the relevant Hedge Counterparty to amend the Hedging Agreement to correct any material defect or error that may be discovered therein or in the execution, acknowledgment, filing or recordation thereof, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and register any and all such further acts, deeds,

certificates, assurances and other instruments as the Administrative Agent or any Lender may reasonably require from time to time in order to (A) carry out more effectively the purposes of the Basic Documents, (B) to the fullest extent permitted by Applicable Law, subject the Borrower's properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Basic Documents, (C) perfect and maintain the validity, effectiveness and priority of any of the Basic Documents and any of the Liens intended to be created hereunder and thereunder and (D) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Basic Document or under any other instrument executed in connection with any Borrower Basic Document.

Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

The proceeds of any Loan shall not be used, directly or indirectly, for any purpose which would breach any applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

The Borrower shall (i) conduct its business in compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions; and (ii) maintain policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

The proceeds of any Loan hereunder will not, directly or indirectly, be used to lend, contribute, or otherwise made available to any Person (i) to fund any activities or business of or with a Sanctioned Target, in violation of applicable Sanctions, or (ii) be used in any manner that would be prohibited by Sanctions or would otherwise cause Lenders to be in breach of any Sanctions. Borrower shall comply with all applicable Sanctions, and shall maintain policies and procedures reasonably designed to ensure compliance with Sanctions. Borrower shall notify the Lenders in writing not more than five (5) Business Days after becoming aware of any breach of Section 5.01(cc) and 6.01(r).

The Borrower shall, promptly upon a Lender's reasonable request, deliver documentation in form and substance satisfactory to Lenders which Lenders deem reasonably necessary or desirable to evidence compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

The Borrower or one of its Affiliates will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower and its directors, officers and employees with Anti-Corruption Laws.

Other. The Borrower will furnish to the Administrative Agent and each Lender promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower or Regional Management as the Administrative Agent or a Lender may from

time to time reasonably request in order to protect the interests of the Secured Parties under or as contemplated by this Agreement.

Bank Originator Program Documents. The Borrower shall promptly notify the Administrative Agent and the Lenders in writing of the occurrence of any of the following (i) any amendment to any Bank Originator Program Document (to the extent such amendment did not require Administrative Agent approval pursuant to Section 6.05(f) hereof), (ii) the retention by the Servicer or a Bank Originator pursuant to any Bank Originator Program Document of any contractor or service provider to perform subservicing of the Receivables originated by such Bank Originator under such Bank Originator Program Documents, (iii) the breach of any material representation, warranty or covenant under any Bank Originator Program Document, together with a description of such breach, and (iv) the receipt or delivery of a termination notice with respect to the Bank Originator Program or any Bank Originator Program Document, immediately upon such receipt or delivery.

Negative Covenants of the Borrower. From the Closing Date until the Facility Termination Date:

Indebtedness. The Borrower will not create, incur, assume or permit to exist any Indebtedness except Indebtedness pursuant to this Agreement or the other Basic Documents.

Liens. The Borrower will not create, incur, assume or permit to exist any Lien on any of its property, except for any Permitted Liens and Liens created under this Agreement or the other Basic Documents.

Other Business. The Borrower will not (i) engage in any business other than the transactions contemplated by the Basic Documents, (ii) incur any Indebtedness, obligation, liability or contingent obligation of any kind other than pursuant to this Agreement or any other Basic Document (excluding any incidental expenses incurred by the Borrower in connection with the performance of its obligations under the Basic Documents) or (iii) form any Subsidiary or make any Investments in any other Person.

Receivables Not to be Evidenced by Instruments. The Borrower will take no action to cause any Receivable that is not, as of the Closing Date or the related Funding Date, as applicable, evidenced by an Instrument, to be so evidenced except in connection with the enforcement or collection of such Receivable.

Security Interests. The Borrower will not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on any portion of the Collateral, whether now existing or hereafter transferred hereunder, or any interest therein, and the Borrower will not sell, pledge, assign or suffer to exist any Lien on its interest, if any, hereunder. The Borrower will promptly notify the Administrative Agent and each Lender of the existence of any Lien on any portion of the Collateral and the Borrower shall defend the right, title and interest of the Administrative Agent in, to and under such Collateral, against all claims of third parties; provided, however, that nothing

in this subsection shall prevent or be deemed to prohibit the Borrower from suffering to exist Permitted Liens upon any portion of the Collateral.

The Accounts. The Borrower shall not create or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) and will not enter into any “control agreement” (as defined in the relevant UCC) with respect to either Account other than as set forth in, or permitted pursuant to, this Agreement and the Account Control Agreement.

Mergers, Acquisitions, Sales, Etc. The Borrower will not be a party to any merger or consolidation, or purchase or otherwise acquire all or substantially all of the assets or any stock or membership interests of any class of, or any partnership or joint venture interest in, any other Person, or, other than in compliance with the terms hereof, sell, transfer, convey or lease all or any substantial part of its assets, or sell or assign with or without recourse any portion of the Collateral or any interest therein (other than pursuant hereto).

Distributions. The Borrower shall not declare or pay, directly or indirectly, any dividend or make any other distribution (whether in cash or other property) with respect to the profits, assets or capital of the Borrower or any Person’s interest therein, or purchase, redeem or otherwise acquire for value any of its capital stock now or hereafter outstanding, except that so long as no Event of Default, Unmatured Event of Default or Facility Amortization Event has occurred and is continuing or would result therefrom, the Borrower may declare and pay cash or limited liability company membership interest distributions with funds distributed to the Borrower pursuant to Section 2.07 or Section 2.10(c), subject to Applicable Law.

Change of Name or Location of Receivable Files. The Borrower shall not (i) change its name, form or State of organization or change the location of its principal place of business and chief executive office, and the offices where it keeps the Records from the locations referred to in Schedule D or (ii) move, or consent to the Servicer moving, the Receivable Files (other than any Electronic Contract, which shall be kept in the Electronic Vault) from the location thereof on the Closing Date (other than to another branch of Regional Management within the same State), without the prior written consent of the Required Lenders, provided that such consent may not be unreasonably withheld, and further provided that, the Borrower shall take all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent in the Collateral, subject only to Permitted Liens.

True Sale. Except for purposes of GAAP, the Borrower will not account for or treat the transactions contemplated by the First Tier Purchase Agreement and any Bank Originator Transfer Agreement and the Second Tier Purchase Agreement in any manner other than as the sale, or absolute assignment, of the Receivables (or, in the case of Receivables originated by a Bank Originator, a participation interest in the Receivables) and other Collateral by the Originators to Regional Management (in the case of the First Tier Purchase Agreement and the Bank Originator Transfer Agreement) and by Regional Management to the Borrower (in the case of the Second Tier Purchase Agreement).

ERISA Matters. The Borrower will not (i) assuming that no portion of the Loans are funded or held with Plan Assets, engage or permit any ERISA Affiliate to engage in any prohibited transaction under ERISA or the Code for which an exemption is not available, or has not previously been obtained from the United States Department of Labor, (ii) fail, or permit any ERISA Affiliate to fail, to satisfy the “minimum funding standard” (as defined in Section 412 of the Code or Section 302 of ERISA), whether or not waived, (iii) file, or permit any ERISA Affiliate to file, an application for a waiver of the minimum funding standard pursuant to Section 412(c) of the Code or Section 303(c) of ERISA with respect to any Pension Plan, (iv) incur, or permit any ERISA Affiliate to incur, any liability under Title IV of ERISA with respect to the termination of any Pension Plan, (v) fail, or permit any ERISA Affiliate to fail, to make any payments to a Multiemployer Plan that the Borrower or any ERISA Affiliate may be required to make under the agreement relating to such Multiemployer Plan or any law pertaining thereto or incur a complete or partial withdrawal under ERISA by such Multiemployer Plan, (vi) terminate any Pension Plan so as to result in any liability, (vii) permit to exist any occurrence of any “Reportable Event” described in Title IV of ERISA or (viii) permit the imposition of any liability under Title IV of ERISA, other than for PBGC premiums due but not delinquent under Section 4007 of ERISA, upon the Borrower or any ERISA Affiliate.

Formation Documents; Borrower Basic Documents. Without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), the Borrower will not (i) amend, modify, waive or terminate any provision of its Formation Documents or any other Borrower Basic Document or (ii) permit the Member to amend, modify or terminate its Certificate of Formation or its limited liability company agreement. The Servicer shall provide a copy of each such proposed amendment, waiver or other modification to each Rating Agency, if any.

Changes in Payment Instructions. The Borrower will not add or make any change, or permit the Servicer or any Subservicer to make any change, in its instructions (i) to Obligors regarding payments in respect of the Receivables to be made to the Borrower, the Servicer or any Subservicer in which payments in respect of the Receivables are made and (ii) regarding payments to be made to the Administrative Agent or the Lenders with respect to the Collateral, each unless the Administrative Agent and the affected Lenders have consented to such change and has received duly executed copies of all documentation related thereto, which documentation shall be satisfactory in form and substance to the Administrative Agent and such Lenders; provided that the option to accept ACH payments or debit card payments from the related Obligors will not be deemed a change in payment instructions for purposes of this Section 6.02(m).

Extension or Amendment. The Borrower will not, except as otherwise permitted in Section 7.03(c)(i), extend, amend or otherwise modify, or permit the Servicer to extend, amend or otherwise modify, the terms of any Contract.

Collection Policy. Subject to Sections 6.01(h) and 6.04(j), the Borrower will not materially amend, modify, restate or replace, in whole or in part, the Collection Policy, which change would impair the collectability of the Receivables or otherwise adversely affect the interests or the remedies of the Secured Parties under the Basic Documents,

without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five Business Days of their receipt thereof).

No Assignments. The Borrower will not assign or delegate, grant any interest in or permit any Lien (other than Permitted Liens) to exist upon any of its rights, obligations or duties under this Agreement without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders).

Special Purpose Entity. The Borrower will not (nor has it taken any such action in the past):

engage in any business or activity other than the purchase and receipt of Receivables and related assets under the Second Tier Purchase Agreement, the pledge of Receivables and related assets under the Basic Documents and such other activities as are incidental thereto;

acquire or own any material assets other than (A) the Receivables and related assets under the Second Tier Purchase Agreement, (B) incidental property as may be necessary for the operation of the Borrower and (C) cash generated from the foregoing;

merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case first obtaining the Administrative Agent's consent (acting at the direction of the Required Lenders);

elect for the Borrower to be treated, or otherwise knowingly take any action that reasonably could cause Borrower to become taxable, as a corporation for U.S. federal income tax purposes;

fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), amend, modify, terminate, fail to comply with the provisions of its Formation Documents or fail to observe corporate formalities;

own any Subsidiary or make any Investment in any Person, or own any equity interest in any other entity, without the consent of the Administrative Agent (acting at the direction of the Required Lenders), except for the 2021-1C SUBI Certificate with respect to the Trust;

commingle its assets with the assets of any of its Affiliates, or of any other Person, except to the extent contemplated by this Agreement;

incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than Indebtedness to the Secured Parties hereunder or under any other Basic Document or in conjunction with a repayment

of the Aggregate Unpaid, except for trade payables in the ordinary course of its business, provided that such debt is not evidenced by a note and paid when due;

become not Solvent or generally fail to pay its debts and liabilities from its assets as the same shall become due;

fail to maintain its records, books of account and bank accounts separate and apart from those of any other Person; provided, however, that the Borrower may be included in Regional Management's consolidated financial statements for Tax and reporting purposes;

seek its dissolution or winding up, in whole or in part;

enter into any contract or agreement with any of its principals or Affiliates or any other Person, except as contemplated by this Agreement upon terms and conditions that are commercially reasonable and intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties other than its Affiliates;

fail to correct any known misunderstandings regarding the separate identity of the Borrower from any principal or Affiliate thereof or from any other Person;

guarantee, become obligated for, or hold itself out to be responsible for the debt of another Person;

make any loan or advances to any third party, including any principal or Affiliate, or hold evidence of Indebtedness issued by any other Person (other than Permitted Investments and Contracts);

fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that it is responsible for the debts of any third party (including any of its principals or Affiliates);

fail to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable Insolvency Laws or make an assignment for the benefit of creditors;

hold itself out as or be considered as a department or division of (A) any of its principals or Affiliates, (B) any Affiliate of a principal or (C) any other Person;

permit any transfer (whether in any one or more transactions) of a direct or indirect ownership interest in the Borrower unless the Borrower delivers to the Administrative Agent and each Lender an acceptable non-consolidation opinion;

fail to maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person, or have its assets listed on the financial statement of any other Person; provided, however, that the Borrower may be included in Regional Management's consolidated financial statements for Tax and reporting purposes;

fail to pay its own liabilities and expenses only out of its own funds;

fail to pay or cause to be paid the salaries of its own employees, if applicable, in light of its contemplated business operations;

acquire obligations or securities of its Affiliates or stockholders;

fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

fail to use separate invoices and checks bearing its own name;

pledge its assets for the benefit of any other Person, other than with respect to payment of the Indebtedness to the Secured Parties hereunder;

fail at any time to have at least one Independent Manager on its board of managers; provided, however, such Independent Manager may be an independent director or manager of another special purpose entity affiliated with Regional Management;

fail to provide that the unanimous consent of all managers of the Borrower (including the consent of the Independent Manager) is required for the Borrower to (A) dissolve or liquidate, in whole or part, or institute proceedings to be adjudicated bankrupt or not Solvent, (B) institute or consent to the institution of bankruptcy or Insolvency Proceedings against it, (C) file a petition seeking or consent to reorganization or relief under any Insolvency Law, (D) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Borrower, (E) make any assignment for the benefit of the Borrower's creditors, (F) admit in writing its inability to pay its debts generally as they become due or (G) take any action in furtherance of any of the foregoing, and shall not make any decisions on any such actions during any period in which there is a vacancy in the Independent Manager position (except with respect to decisions as to the selection of an Independent Manager to fill such vacancy);

replace or appoint any Person as an Independent Manager of the Borrower (A) who does not satisfy the definition of an Independent Manager and (B) with less than ten days' prior written notice to the Administrative Agent and each Lender

and without an Officer's Certificate of Regional Management that the prospective Independent Manager satisfies the definition of an Independent Manager;

(A) amend, restate, supplement or otherwise modify its Formation Documents in any respect that would impair its ability to comply with the Basic Documents or (B) fail to require in its limited liability company agreement that no Independent Manager may be replaced or appointed with less than ten days' prior written notice to the Administrative Agent and each Lender and a certification by Regional Management that the prospective Independent Manager satisfies the definition of an Independent Manager; and

not take or refrain from taking, as applicable, each of the activities specified in the non-consolidation opinion of Alston & Bird, LLP, dated the Closing Date, upon which the conclusions expressed therein are based.

Residual Interest Conveyance. The Borrower will not transfer any interest or residual interest in (i) its rights to receive amounts pursuant to Section 2.07(a)(xii) or (ii) its membership or other equity interests.

[Reserved].

Additional Collateral. In no event shall Receivables be transferred to the Borrower on or after the Revolving Period Termination Date.

Credit Policy. Subject to Section 6.01(h), the Borrower will not consent to Regional Management's amendment, modification, restatement or replacement, in whole or in part, of the Credit Policy, which change could adversely affect the interests or the remedies of the Secured Parties under the Basic Documents, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five Business Days of their receipt thereof); provided, that the requirements of this clause (u) shall not apply to any changes to the Credit Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore.

Anti-Corruption Laws and Sanctions. The Borrower will not request any Loan, and the Borrower shall not use, nor cause its respective directors, officers, employees and agents use, the proceeds of any Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Target, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Covenant of the Borrower Relating to Hedging.

Unless otherwise directed in writing by the Administrative Agent (acting at the direction of the Required Lenders), the Borrower shall, within ten (10) Business Days of

obtaining knowledge of the occurrence of an Interest Rate Hedge Trigger, either enter into one or more Hedge Transactions to hedge the Interest Rate risk with respect to the Loans, which shall be interest rate caps in form and substance reasonably satisfactory (including the notional amount, term and amortization rate (if any) of such Hedge Transaction) to the Administrative Agent, acting at the direction of the Required Lenders, or give the Administrative Agent written notice of its intent not to enter into such a Hedge Transaction. Each such Hedge Transaction shall be entered into with a Hedge Counterparty and governed by a Hedging Agreement. Under the Hedging Agreement, the initial aggregate notional amount of the Hedge Transaction shall equal at least 100% of the Loans Outstanding at that time. For so long as an Interest Rate Hedge Trigger is outstanding, the Borrower shall maintain Hedge Transactions in accordance with this Section 6.03 with an aggregate notional amount that is at least 100% of the Loans Outstanding at any such time.

The Borrower shall deliver to the Administrative Agent and each Lender a copy of all documents related to any Hedging Agreement, including confirmations, schedules and an aggregate notional amortization schedule. The Borrower shall provide each Rating Agency (if any) with notice of any Hedging Agreement that may be entered into as provided in this Section.

As additional security hereunder, the Borrower will collaterally assign to the Administrative Agent for the benefit of the Secured Parties, at the time each Hedging Agreement is entered into, all right, title and interest of the Borrower in the Hedge Collateral. The Borrower acknowledges that, as a result of that assignment, the Borrower may not, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), exercise any rights under any Hedging Agreement or Hedge Transaction, except for the Borrower's right under any Hedging Agreement to enter into Hedge Transactions in order to meet the Borrower's obligations hereunder. Nothing herein shall have the effect of releasing the Borrower from any of its obligations under any Hedging Agreement or any Hedge Transaction, nor be construed as requiring the consent of any Secured Party for the performance by the Borrower of any such obligations.

Affirmative Covenants of the Servicer. From the Closing Date until the Facility Termination Date:

Compliance with Laws. The Servicer will comply in all material respects with all Applicable Laws, including those with respect to the Contracts, the Receivables and the Receivable Files or any part thereof.

Preservation of Corporate Existence. The Servicer will preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

Obligations and Compliance with Receivables. The Servicer will fulfill and comply with all obligations on the part of the Borrower to be fulfilled or complied with

under or in connection with each Receivable and will do nothing to impair the rights of the Administrative Agent in, to and under the Collateral.

Performance and Compliance with Servicer Basic Documents. The Servicer will timely and fully perform and comply with all provisions, covenants and other promises required to be observed by it under the Servicer Basic Documents.

Keeping of Records and Books of Account. The Servicer will maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables, including the Servicer Files, in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables, including the Servicer Files.

Taxes. The Servicer will file all federal tax returns and all other material tax returns that are required to be filed by it and pay any and all Taxes shown on such tax returns and any other material Taxes, including those required to meet the obligations of the Basic Documents; provided, however, that the Servicer shall not be required to pay any such Tax if and so long as the amount, applicability or validity thereof is being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Servicer.

Use of Proceeds. Regional Management will use the monies remitted to it by the Borrower pursuant to the Second Tier Purchase Agreement (*i.e.*, the net proceeds of the Loan) only (i) to finance the acquisition of the Receivables, (ii) to fund the fees and expenses arising under this Agreement and the other Basic Documents and (iii) for general corporate purposes. No part of the proceeds of the Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X.

Preservation of Security Interest. The Servicer will execute and file such financing and continuation statements and any other documents that may be required by any Applicable Law or regulation of any Governmental Authority to preserve and protect fully the security interest of the Administrative Agent in, to and under the Collateral.

Collateral. The Servicer shall (x) deliver or cause to be delivered to the Borrower no later than two Business Day preceding the related Funding Date, as the case may be, the current Schedule of Receivables and (y) with respect to any Receivable, retain the original Receivable File (provided that Electronic Contracts shall be maintained in the Electronic Vault). Notwithstanding any other provision of this Agreement, the Servicer may release any underlying collateral from the security interest created by the related Receivable when the Servicer deposits into the Collection Account an amount equal to the related Release Price or the entire amount of Liquidation Proceeds and other Collections it has received or expects to receive with respect to such Receivable and such underlying collateral.

Credit Policy and Collection Policy. The Servicer and each Subservicer will comply in all material respects with the Credit Policy and the Collection Policy in regard

to each Receivable. The initial Servicer shall furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any change to the Credit Policy or the Collection Policy that may be deemed adverse or material to a Secured Party, and with respect to any adverse change, the initial Servicer will not allow any such change to be put into effect without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five Business Days of their receipt thereof). The initial Servicer will not agree to or otherwise permit to occur any change to the Credit Policy or the Collection Policy, which change would reasonably be expected to impair the collectability of any Receivable or otherwise adversely affect the interests or remedies of the Secured Parties under this Agreement or any other Basic Document, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five Business Days of their receipt thereof). The initial Servicer will cause to be delivered to the Administrative Agent, each Lender and the Backup Servicer a modified Credit Policy and Collection Policy including each change thereto, for inclusion, respectively, as Exhibits D and E. The requirements of this clause (j) shall not apply to any changes to the Credit Policy and the Collection Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore; provided that the Servicer shall provide the Administrative Agent and each Lender with an updated Credit Policy as it relates to the same within a reasonable period of time after the adoption thereof.

Events of Default and Facility Amortization Event. The Servicer will furnish to the Administrative Agent, each Rating Agency (if any), the Backup Servicer, each Lender and Hedge Counterparty, as soon as possible and in any event within three Business Days after the occurrence of each Event of Default, Unmatured Event of Default and Facility Amortization Event, a written statement of its chief financial officer or chief accounting officer setting forth the details of such event and the action that the Servicer proposes to take with respect thereto.

Other. The Servicer will furnish or cause to be furnished to the Administrative Agent and each Lender, promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower, the Servicer or an Originator as the Administrative Agent or a Lender may from time to time reasonably request in order to protect the interests of the Secured Parties under or as contemplated by this Agreement.

Governmental Authority. The Servicer (other than the Backup Servicer in its role as Successor Servicer) shall notify the Administrative Agent, each Agent and each Lender of any material final fines, penalties or sanctions imposed by any Governmental Authority (including the CFPB) against the Originator or its Affiliates within five (5) Business Days of such occurrence.

Losses, Etc. In any suit, proceeding or action brought by the Backup Servicer, the Account Bank or any Secured Party for any sum owing thereto, the Servicer shall save, indemnify and keep each such entity harmless from and against all fees, claims, costs,

expense, loss or damage (including attorneys' fees and expenses and court costs) suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Obligor under the Receivables, arising out of a breach by the Servicer of any obligation under the related Receivable or arising out of any other agreement, Indebtedness or liability at any time owing to or in favor of such Obligor or its successor from the Servicer, and all such obligations of the Servicer shall be and remain enforceable against and only against the Servicer and shall not be enforceable against each such entity. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any action, claim or suit) brought by an indemnified party of any indemnification or other obligation of the Servicer. The provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

Notice Regarding Collateral. The Servicer shall advise the Administrative Agent and each Lender in writing promptly, in reasonable detail of (i) any Lien (other than Permitted Liens) asserted or claim made against any portion of the Collateral, (ii) the occurrence of any breach by the Servicer of any of its representations, warranties and covenants contained herein and (iii) the occurrence of any other event which could have a material adverse effect on the security interest of the Administrative Agent on behalf of the Secured Parties in the Collateral or the collectability of all or a material portion of the Receivables, or which could have a material adverse effect on the security interests of the Administrative Agent for the benefit of the Secured Parties.

Realization on Receivables. In the event that the Servicer realizes upon any Receivable, the methods utilized by the Servicer to realize upon such Receivable or otherwise enforce any provisions of such Receivable will not subject the Servicer, the Borrower, any Secured Party, any Agent or the Backup Servicer to liability under any federal, State or local law, and any such realization or enforcement by the Servicer will be conducted in accordance with the provisions of this Agreement, the Collection Policy and Applicable Law.

Accounting Policy. The initial Servicer will promptly notify the Administrative Agent, each Agent and each Lender of any material change in the Servicer's accounting policies.

Additional Information. The Servicer shall, within two Business Days of its receipt thereof, respond to reasonable written directions or written requests for information that the Backup Servicer, the Account Bank, the Borrower, the Administrative Agent, each Agent or each Lender might have with respect to the administration of the Receivables.

Anti-Corruption Laws. The Servicer will maintain in effect and enforce policies and procedures designed to ensure compliance by the Servicer and each of its Subsidiaries and its or their respective directors, officers and employees with Anti-Corruption Laws.

Additional Covenants. The Servicer will (i) immediately notify the Borrower, the Backup Servicer, the Administrative Agent, each Agent, each Lender and the Account

Bank of the existence of any Lien on any portion of the Collateral (other than the Lien of the Administrative Agent and Permitted Liens) if the Servicer has actual knowledge thereof, (ii) defend the right, title and interest of such entities in, to and under the Collateral against all claims of third parties claiming through or under the Servicer, (iii) transfer to the Account Bank for deposit into the Collection Account, all payments received by the Servicer with respect to the Collateral in accordance with this Agreement other than during a Dominion Period or a Report Failure Period, (iv) comply with the terms and conditions of this Agreement relating to the obligation of the Borrower to remove Receivables from the Collateral pursuant to this Agreement and the obligation of Regional Management to reacquire Receivables from the Borrower pursuant to the Second Tier Purchase Agreement, (v) promptly notify the Borrower, the Administrative Agent, each Agent, each Lender, the Backup Servicer and the Account Bank of the occurrence of any Servicer Termination Event and any breach by the Servicer of any of its covenants or representations and warranties contained herein, (vi) promptly notify the Borrower, the Administrative Agent, each Agent, each Lender, the Backup Servicer and the Account Bank of the occurrence of any event which, to the knowledge of the Servicer, would require that the Borrower make or cause to be made any filings, reports, notices or applications or seek any consents or authorizations from any and all Government Authorities in accordance with the relevant UCC as may be necessary or advisable to create, maintain and protect a first priority security interest of the Administrative Agent in, to and on the Collateral, (vii) immediately notify the Backup Servicer if any changes to the Collection Policy or the servicing platform occur and (viii) not impair the rights of the Borrower or the Secured Parties in the Collateral.

Bank Originator Program Documents. The Servicer shall promptly notify the Administrative Agent and the Lenders in writing of the occurrence of any of the following (i) any amendment to any Bank Originator Program Document (to the extent such amendment did not require Administrative Agent approval pursuant to Section 6.05(f) hereof), (ii) the retention by the Servicer or a Bank Originator pursuant to any Bank Originator Program Document of any contractor or service provider to perform subservicing of the Receivables originated by such Bank Originator under such Bank Originator Program Documents, (iii) the breach of any material representation, warranty or covenant under any Bank Originator Program Document, together with a description of such breach, and (iv) the receipt or delivery of a termination notice with respect to the Bank Originator Program or any Bank Originator Program Document immediately upon such receipt or delivery.

Negative Covenants of the Servicer. From the Closing Date until the Facility Termination Date:

Collection Account; Reserve Account. The Servicer shall not create or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) with respect to the Collection Account or the Reserve Account. The Servicer shall not grant the right to take dominion or “control” (as defined in the relevant UCC) at a future time or upon the occurrence of a future event to any Person with respect to such Collection Account or the Reserve Account.

Mergers, Acquisition, Sales, Etc. The initial Servicer shall not (i) consolidate with or merge into any other Person or (ii) convey or transfer all or substantially all of its assets to any other Person; provided, that the Servicer may (A) merge with another Person if (1)(x) the initial Servicer is the entity surviving such merger or (y) the Person with whom the Servicer is merged into or consolidated assumes in writing all duties and liabilities of the initial Servicer hereunder, (2) the initial Servicer shall have delivered prior written notice of such consolidation, merger, conveyance or transfer to the Administrative Agent and each Lender and (3) immediately after giving effect to such merger, no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing and (B) convey or transfer all or substantially all of its assets to a Person if (1) such Person assumes in writing all duties and liabilities of the Servicer hereunder, (2) the initial Servicer shall have delivered prior written notice of such consolidation, merger, conveyance or transfer to the Administrative Agent and each Lender and (3) immediately after giving effect to such transfer, no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing.

Change of Name or Location of Servicer Files or Receivable Files. The initial Servicer shall not (i) change its name or its State of organization or move the location of its principal place of business and chief executive office from the locations referred to in Schedule D or (ii) move the Receivables (including the Receivable Files or the Servicer Files (other than any Electronic Contract, which shall be kept in the Electronic Vault)) from the locations referred to in Schedule D (other than to another branch of Regional Management within the same State) without the prior written consent of the Required Lenders, provided that such consent may not be unreasonably withheld, and further provided that, the Servicer shall take all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent for the benefit of the Secured Parties, in the Collateral, subject only to Permitted Liens.

Change in Payment Instructions to Obligors. The Servicer will not make any change in its instructions to the Obligors regarding payments to be made to the Borrower, the Servicer or a Subservicer, unless the Administrative Agent (acting at the direction of the Required Lenders) has consented to such change and has received duly executed documentation related thereto, provided that the option to accept ACH payments or debit card payments from the related Obligors will not be deemed a change in payment instructions for purposes of this Section 6.05(d).

Extension or Amendment of Contracts. The Servicer will not, except as otherwise permitted in Section 7.03(c)(i), extend, amend or otherwise modify the terms of any Contract.

Amendment to Bank Originator Program Documents. Without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), which consent shall not be unreasonably withheld or delayed, the Servicer will not materially amend, modify, waive or terminate any provision of the Bank Originator Program Documents.

No Liens. The Servicer shall not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien (other than the Lien created by this Agreement) on the Collateral or any interest therein, the Servicer will notify the Administrative Agent and each Lender of the existence of any Lien on any portion of the Collateral immediately upon discovery thereof (but in no event later than three Business Days after discovery thereof), and the Servicer shall defend the right, title and interest of the Administrative Agent on behalf of the Secured Parties in, to and under the Collateral against all claims of third parties claiming through or under the Servicer.

Anti-Corruption Laws. The Servicer shall not use, nor shall cause its Subsidiaries and its or their respective directors, officers, employees and agents to use, the proceeds of the Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Target, in violation of applicable Sanctions, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

Release; Additional Covenants. The Servicer shall not (i) release any underlying collateral securing any Receivable from the security interest granted therein by such Receivable in whole or in part except in the event of payment in full by the Obligor thereunder or upon transfer of such underlying collateral to a purchaser following repossession by the Servicer, (ii) impair the rights of the Borrower, the Administrative Agent or the Secured Parties in the Collateral, (iii) increase the number of Scheduled Payments due under a Receivable except as permitted herein, (iv) prior to the payment in full of any Receivable, sell, pledge, assign, or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on such Receivable or any interest therein, (v) impair the rights of the Borrower or the Secured Parties in the Collateral or (vi) sell, pledge, assign, or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on the Collateral or any interest therein.

Ownership Interest. Regional Management, as Servicer, shall not sell, transfer, convey, assign or pledge any portion of its limited liability company interest in the Borrower without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders).

ADMINISTRATION AND SERVICING OF CONTRACTS

Designation of Servicing. The Administrative Agent, each Agent, each Lender and the Borrower, at the direction of and on behalf of the Administrative Agent, hereby appoint Regional Management, as Servicer to service, manage, collect and administer each of the Receivables and the other Collateral, and to enforce its respective rights and interests in and under the Collateral and Regional Management hereby accepts such appointment and agrees to perform the duties and responsibilities of the Servicer pursuant to the terms hereof.

Servicing Compensation. As compensation for its servicing activities hereunder and reimbursement for its expenses, the Servicer shall be entitled to receive the Servicing Fee to the extent of funds available therefor pursuant to Section 2.07. The Servicer shall be further entitled to retain as additional servicing compensation any and all ancillary fees and payments from Obligor, including administrative fees and similar charges allowed by Applicable Law, but excluding extension fees and late fees.

Duties of the Servicer.

Standard of Care. The Servicer shall take or cause to be taken all such action as may be necessary or advisable to collect each Receivable from time to time, all in accordance with Applicable Law, with reasonable care and diligence and in accordance with the Collection Policy.

Records Held in Trust. The Servicer shall hold in trust for the Borrower and the Secured Parties all records which evidence or relate to all or any part of the Collateral. In the event that a Successor Servicer assumes the servicing responsibilities of the Servicer, the outgoing Servicer shall promptly deliver to the Successor Servicer, and the Successor Servicer shall hold in trust for the Borrower and the Secured Parties, all records which evidence or relate to all or any part of the Collateral.

Collection Practices.

The Servicer shall be responsible for collection of payments called for under the terms and provisions of the Contracts, as and when the same shall become due. The Servicer, in making collection of Receivable payments pursuant to this Agreement, shall be acting as agent for the Secured Parties, and shall be deemed to be holding such funds in trust on behalf of and as agent for Borrower and the Secured Parties. The Servicer, consistent with the Collection Policy, shall service, manage, administer and make collections on the Receivables on behalf of the Borrower and shall have full power and authority to do any and all things which it may deem necessary or desirable in connection therewith which are not inconsistent with this Agreement. The Servicer may in its discretion (1) grant extensions, rebates or adjustments on a Contract in accordance with the Collection Policy and amend or modify any Contract or Receivable and (2) waive any late payment charge or any other fees (not including interest on the Principal Balance of a Receivable) that may be collected in the ordinary course of servicing any Receivable; *provided* that the Servicer shall not modify the APR, the number or amount of the

Scheduled Payments or the Principal Balance unless the Concentration Limits are satisfied after giving effect to such modification and the Servicer shall not extend any Contract unless such extension complies with the Collection Policy, in each case, except if such modification is required by Applicable Law or court order issued pursuant to Insolvency Proceedings involving the related Obligor. The Servicer shall also enforce (A) all rights of the Borrower under the Second Tier Purchase Agreement, including the right to require Regional Management to repurchase Receivables for breaches of its representations and warranties, (B) its rights under the First Tier Purchase Agreement, including the right to require each related Originator (other than a Bank Originator) to repurchase Receivables for breaches of its representations and warranties, (C) its rights under the Bank Originator Program Documents, and (D) its rights under the 2021-1C SUBI Supplement, including the right to require the Initial Beneficiary to repurchase North Carolina Receivables for breaches of its representations and warranties relating to the eligibility of the North Carolina Receivables allocated to the 2021-1C SUBI.

If the full amount of a Scheduled Payment due under a Receivable is not received within five Business Days after its due date, the Servicer will, in accordance with the Collection Policy, make reasonable and customary efforts to contact the related Obligor. The Servicer shall continue its efforts in accordance with the Collection Policy to obtain such payment from an Obligor whose payment has not been made until the Servicer has determined in its discretion that all amounts due and payable which are collectable on the Receivable have been collected. The Servicer shall use its best efforts, consistent with the Collection Policy, to collect funds on a Defaulted Receivable.

[Reserved].

Subservicers.

(i) The Servicer may at any time and from time to time delegate in the ordinary course of business any or all of its duties and obligations hereunder to one or more Subservicers; provided, however, that (A) each initial Subservicer shall only be responsible for servicing Receivables in the State in which it is located and (B) notwithstanding any other provision of this Agreement, the Servicer shall at all times remain responsible for the performance of such duties and obligations. The identity of each Subservicer shall be listed on Schedule E. The Servicer shall provide a copy of each amendment or modification of Schedule E to each Rating Agency, if any.

(ii) The Servicer or any Subservicer may at any time and from time to time engage a Third Party Service Provider to fulfill its duties and obligations with respect to collection activities; provided, however, that notwithstanding any other provision of this Agreement, with respect to the performance of such duties and obligations by such Third Party Service Provider, the Servicer shall at all times remain responsible for the performance of such duties and obligations by such Third Party Service Provider and shall require such Third Party Service Provider to perform such duties and obligations in accordance with the Collection Policy and Applicable Law. The identity of each Third Party Service Provider shall be

provided to the Administrative Agent in advance of the appointment of such Third Party Service Provider (which notice, for the avoidance of doubt, may be provided by email).

Fidelity Bond/Insurance. The Servicer represents, warrants and covenants that it has obtained and shall continue to maintain in full force and effect a fidelity bond or comparable insurance in such form and amount as is customary for prudent servicers acting as custodian of funds and documents in respect of consumer contracts similar to the Receivables on behalf of institutional investors. All insurance maintained by the initial Servicer pursuant to this section shall name the Borrower as an additional insured.

Business Continuity and Disaster Recovery Plan. Servicer shall, at its own expense, design, implement, and maintain a business continuity and disaster recovery program and viable response and recovery capabilities for the services provided hereunder. As part of its periodic assessment of availability risks, Servicer shall consider the need for geographic diversification of document storage, software/data backup storage, and workplace and systems recovery, as described in the Federal Financial Institutions Examination Council's Business Continuity Planning IT Examination Handbook. At a minimum, Servicer's core processing facilities and operations will include full weekly backup and daily incremental backup to ensure minimal exposure to systems failure. Servicer will make commercially reasonable efforts to ensure the continuity of operations. Upon request of Administrative Agent, Servicer shall provide a copy of its business continuity and disaster recovery program summary. Servicer shall regularly, but no less than annually, test its business continuity and disaster recovery capabilities. Servicer shall update its plans in a timely manner. In the event of a natural or other disaster beyond Servicer's control that interrupts Servicer's performance of any services described hereunder for any period, Servicer shall respond to such disaster in a commercially reasonable time period in accordance with the procedures contained in the business continuity and disaster recovery plans in order to resume performance of such services.

Security Interests. The Servicer shall, at the direction of the Borrower, the Administrative Agent or a Lender, take any action reasonably necessary to preserve and protect the security interests of the Borrower and the Secured Parties in the Receivables, including any action specified in any Opinion of Counsel delivered to the Servicer.

Realization on Underlying Collateral Securing Receivables. The Servicer warrants, represents and covenants that in the event that the Servicer or any Subservicer realizes upon any underlying collateral securing a Receivable, the methods utilized to realize upon such Receivable or otherwise enforce any provisions of the related Contract, will not subject the Servicer, the Borrower or any Secured Party to liability under any federal, State or local law, and that such enforcement by the Servicer or a Subservicer will be conducted in accordance with the provisions of this Agreement, the Collection Policy and Applicable Law.

Recordkeeping. The Servicer shall:

maintain legible copies (in electronic or hard-copy form, in the discretion of the Servicer) or originals (if applicable) of all documents in the Servicer File with respect to each Receivable and the underlying collateral related thereto; and

keep books and records, reasonably satisfactory to the Administrative Agent, pertaining to each Receivable and make periodic reports in accordance with this Agreement; such records may not be destroyed or otherwise disposed of except as provided herein and as allowed by Applicable Law, all documents, whether developed or originated by the Servicer or not, reasonably required to document or to properly administer any Receivable shall remain at all times the property of the Borrower and shall be held in trust by the Servicer; the Servicer shall not acquire any property rights with respect to such records, and shall not have the right to possession of them except as subject to the conditions stated in this Agreement; and the Servicer shall bear the entire cost of restoration in the event any Servicer File shall become damaged, lost or destroyed while in the Servicer's possession or control.

Inspection and Annual Due Diligence Reports.

(iv) (A) The Servicer shall also permit each Secured Party, each Agent and the Backup Servicer, upon five Business Days' prior notice and during regular business hours (provided that from and after the occurrence of any Event of Default, Unmatured Event of Default or Facility Amortization Event, the foregoing notice shall not be required to be given), to periodically, at the discretion of the Secured Parties or the Backup Servicer, as applicable, review the collection and administration of the Receivables by the Servicer and the Subservicers in order to assess compliance by the Servicer and the Subservicers with the Collection Policy and this Agreement and conduct an audit of the Receivables and Receivable Files, including, without limitation, the Electronic Contracts and the Electronic Vault, in conjunction with such a review. Such review may include tours of the facilities of the Servicer and the Subservicers and discussions with their respective managements. If no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing, the Secured Parties, the Backup Servicer, each Agent or their respective agents or representatives shall only be entitled to conduct, and the Servicer shall permit them to conduct, three such reviews pursuant to this Section 7.03(k) during any 12-month period beginning on the Closing Date and on each anniversary thereof; provided, that if an Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing, there shall be no limit on the number of such reviews any Secured Party, any Agent, the Backup Servicer or their respective agents or representatives shall be entitled to conduct. (B) It is anticipated that each review by any Secured Party, any Agent, the Backup Servicer or their respective agents or representatives will be a full operational, legal, compliance and collateral audit and will verify among other items, the existence of Collateral, cash application and aging and eligibility, will include a litigation and regulatory review, and will confirm that internal ratings actually applied conform to underwriting standards. Each audit by the Administrative Agent (or its designee) will also include a sample review (which may include, without limitation, tape-to-file or similar audits or reviews) of no fewer than 200 Receivable Files and Servicer Files to check the accuracy of information provided by the Borrower, the Servicer or the Subservicers. Neither the foregoing nor any other provision of this Agreement shall be construed to give rise to a right, expectation or other entitlement on the part of any Person to inspect, examine, access or visit any Computershare data center, Computershare computer system or other secure Computershare facility, including at any such time that Computershare may be serving as Successor Servicer; provided, that for the avoidance of

doubt, Computershare, in its capacity as Successor Servicer, shall provide copies of the applicable files requested to permit the Administrative Agent to complete its inspection.

(v) Upon the request of the Administrative Agent, any Agent or any Lender, which request may be made up to once per year; provided that such request is made before November 30th of the year of the request, the Servicer will deliver to the Administrative Agent and each Agent, on or before March 31st of the year following such request, beginning in March 2022, a copy of a report prepared by a firm of independent certified public accountants or third party due diligence provider acceptable to the Required Lenders, who may also render other services to the Servicer or any of its Affiliates, addressed to the board of directors of the Servicer or any of its Affiliates, the Administrative Agent and the Agents and dated during the current year, to the effect that such firm has examined the policies and procedures of the Servicer and the Subservicers and issued its report thereon and expressing a summary of findings (based on certain procedures performed on the documents, records and accounting records that such accountants considered appropriate under the circumstances, which are acceptable to the Required Lenders) relating to the servicing of the Receivables and the administration of the Receivables (including the preparation of the Monthly Reports, the Monthly Loan Tapes, the static pool information and such other information as may reasonably be requested by the Required Lenders) during the preceding calendar year (or such longer period in the case of the first report) and that such servicing and administration was conducted in compliance with the terms of this Agreement, except for (i) such exceptions as such firm shall believe to be immaterial and (ii) such other exceptions as shall be set forth in such report and that such examination (a) was performed in accordance with standards established by the American Institute of Certified Public Accountants or another standard acceptable to the Required Lenders and (b) included tests relating to consumer loans serviced for others in accordance with the requirements of any program under which the Servicer customarily provides such reporting to other warehouse lenders similarly situated, which may include Uniform Single Attestation Program for Mortgage Bankers, SSAE 16 reports or comparable reports to the extent the procedures in such program are applicable to the servicing obligations set forth in this Agreement. Notwithstanding the foregoing, to the extent that in connection with public offerings, Regulation AB under the Securities Act requires the delivery of an annual attestation of a firm of independent public accountants with respect to the assessment of servicing compliance with specified servicing criteria of the Servicer stating, among other things, that the Servicer's assertion of compliance with the specified servicing criteria is fairly stated in all material respects, or the reason why such an opinion cannot be expressed, the delivery of a copy of such an attestation to the Administrative Agent and the Agents shall be deemed to satisfy the provisions of this Section. Such report shall also indicate that the firm is "Independent" of the Servicer and its Affiliates within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants. In the event such independent certified public accountant or third party due diligence provider, as applicable, requires the Backup Servicer, or the Account Bank to agree to the procedures to be performed by such firm in any of the reports required to be prepared pursuant to this Section, the Servicer shall direct the related party in writing to so agree; it being understood and agreed that the Backup Servicer and the Account Bank will deliver any such letter of agreement in conclusive reliance upon the direction of the Servicer, and the Backup Servicer and the Account Bank

have not made any independent inquiry or investigation as to, and shall have no obligation or liability in respect of, the sufficiency, validity or correctness of such procedures.

(vi) The Servicer shall reimburse the Secured Parties, the Agents and the Backup Servicer for all reasonable fees, costs and expenses incurred by or on behalf of the Secured Parties, the Agents or the Backup Servicer in connection with the foregoing actions set forth and described in clauses (i) and (ii) of this Section 7.03(k) in each case, promptly upon receipt of a written invoice therefor, which invoices in any one year may not exceed, in the aggregate, \$75,000 for all reasonable fees, costs and expenses described in clauses (i) and (ii) of this Section 7.03(k) (unless an Event of Default has occurred, following which such expenses will not be so capped).

Custody of Receivable Files.

(vi) Custody. The Borrower, upon the execution and delivery of this Agreement, hereby revocably appoints the Servicer, and the Servicer hereby accepts such appointment, to act as the agent (solely in its capacity as Servicer under the Basic Documents) of the Borrower for the benefit of the Secured Parties, solely in the Servicer's capacity as custodian of the Receivable File.

(vii) Safekeeping of Contracts. The Servicer, in its capacity as custodian, or a Subservicer appointed by the Servicer as subcustodian pursuant to paragraph (l)(v) below, shall hold the Receivable Files (including any original physical Contract) (or, in the case of Convenience Checks, in physical or electronic form) for the benefit of the Borrower and the Secured Parties, as pledgee of the Borrower or the Trust, as applicable; *provided that*, that the Servicer, in its capacity as custodian, shall ensure that the Electronic Contracts are maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent (for the benefit of the Secured Parties) in the Electronic Vault; provided further that if a Contract is Exported from the Electronic Vault, the Servicer in its capacity as custodian shall hold such Contract in physical form in accordance with its customary servicing practices and with this Agreement. The Electronic Vault will be controlled by the Servicer in its capacity as custodian hereunder. In performing its duties as custodian, the Servicer shall act in accordance with its customary servicing practices. The Servicer will promptly report to the Borrower, the Administrative Agent and the Lenders any failure on its part (or, if applicable, a subcustodian's part) to hold any portion of the Receivable Files (including Electronic Contracts, but not including any Convenience Checks) and maintain its account, records, and computer systems as herein provided or promptly take appropriate action to remedy any such failure. Nothing herein will be deemed to require an initial review or any periodic review by the Borrower, the Administrative Agent or the Secured Parties of the Receivable Files. The Servicer may, in accordance with its customary servicing practices, maintain all or a portion of a Receivable File in electronic form in the Electronic Vault and/or maintain custody of all or any portion of a Receivable File with one or more Persons to whom the Servicer has delegated responsibilities in accordance with Section 7.03(e). The Servicer will maintain each Receivable File in the United States (it being understood that (i) the Receivable Files, or any part thereof, may be maintained at the offices of any Person to whom the Servicer has delegated responsibilities in accordance with Section 7.03(e) and (ii) Electronic Contracts

shall be maintained in the Electronic Vault). The Servicer will make available to the Administrative Agent and each Lender or their duly authorized representatives, attorneys or auditors a list of locations of the Receivable Files upon reasonable request.

(viii) Effective Period and Termination. The Servicer's appointment as custodian with respect to any Receivable shall become effective as of the Cutoff Date for such Receivable and will continue in full force and effect until terminated pursuant to this paragraph. If Regional Management resigns as Servicer in accordance with the provisions of this Agreement or if all of the rights and obligations of the Servicer have been terminated under Section 7.13, the Administrative Agent (acting at the direction of the Required Lenders) shall terminate the appointment of the Servicer as custodian hereunder in the same manner as it may terminate the rights and obligations of the Servicer under Section 7.13. Upon the resignation or termination of the Servicer in accordance with this Agreement, the Servicer shall cause to be transferred to the Backup Servicer control of the Electronic Contracts in the Electronic Vault to the extent the Backup Servicer becomes the Successor Servicer in accordance with this Agreement, or another Successor Servicer. In the event that the Backup Servicer becomes the Successor Servicer in accordance with this Agreement or a Successor Servicer, as applicable, is appointed, the outgoing Servicer shall promptly transfer to the Backup Servicer or a Successor Servicer, as applicable, in such manner and to such location as the Backup Servicer or a Successor Servicer, as applicable, shall reasonably designate, all of the Receivable Files in its possession; provided, however, if the Backup Servicer is the Successor Servicer, (i) the Backup Servicer shall notify the Electronic Vault Provider of the transfer of servicing responsibilities to the Backup Servicer as Successor Servicer, and (ii) the initial Servicer shall promptly transfer possession of the Electronic Vault to the Backup Servicer as Successor Servicer, it being agreed by the Servicer that it shall reasonably cooperate with the Backup Servicer with respect to effecting any such notification or transfer.

(ix) Establishment of Imaging System. Other than with respect to any Electronic Contract, the Servicer shall maintain an imaging system through which the original physical Receivable File and, with respect to any Hard Secured Receivable, the original physical certificate of title (if such certificate of title was issued in physical and not electronic form), if any, with respect to the Titled Asset securing such Hard Secured Receivable may be imaged and captured through a standalone PDF, or another electronic medium, and validated through an internal, controlled process with images captured, stored and identifiable at a central location as a backup to physical documentation, provided, that any certificates of title that are issued electronically are not imaged and stored pursuant to this clause (iv) but are maintained by a third party electronic title lienholder. For the avoidance of doubt, the related image of a Contract that is an Electronic Contract will be stored in the Electronic Vault and will not be retained by the Servicer.

(x) Subcustodian. The initial Servicer, in its capacity as custodian, may appoint a Subservicer as subcustodian with respect to any Receivable File pursuant to Section 7.03(e). In the event that the initial Servicer, in its capacity as custodian, is terminated in such capacity hereunder, each subcustodian will be terminated as subcustodian for each Receivable with respect to which it is then acting in such capacity. The identity of each

Subcustodian shall be listed on Schedule E. The Servicer shall provide a copy of each amendment or modification of Schedule E to each Rating Agency, if any

Collection of Payments.

Payment Instructions. On or before the Closing Date with respect to the Initial Receivables and on or before the relevant Funding Date with respect to the Subsequent Receivables, the Servicer and each Subservicer shall have instructed all related Obligor to make all payments in respect of the related Receivables directly with the Servicer or such Subservicer.

Establishment of the Accounts. The Servicer shall cause to be established or establish, on or before the Closing Date, and maintained in the name of the Administrative Agent, for the benefit of the Secured Parties, with the Account Bank, (i) the Collection Account and (ii) the Reserve Account, in each case over which the Administrative Agent shall have sole dominion and control and from which neither the Servicer nor the Borrower shall have any right of withdrawal, except as otherwise set forth in the Account Control Agreement. The Borrower will be required to pay all reasonable fees and expenses owing to the Account Bank in connection with the maintenance of the Accounts for its own account and shall not be entitled to any payment therefor. Following the Facility Termination Date, the Account Bank shall terminate the Accounts.

Each of the Reserve Account and the Collection Account is a “securities account” within the meaning of Section 8-501 of the UCC:

(iv) the Account Bank shall comply with any order or instructions (each, an “Order”) from the Administrative Agent directing transfer or redemption of any financial asset credited to such account without further consent by the Borrower, Regional Management, the Servicer or any other person;

(v) the Account Bank shall treat any investment property, financial assets, securities, instruments, general intangibles or other property credited to any such account as “financial assets” within the meaning of Section 8-102(a)(9) of the UCC; and

(vi) securities or financial assets credited to the Reserve Account or the Collection Account, as applicable, shall be registered in the name of the Account Bank, indorsed to the Account Bank or in blank or credited to another securities account maintained in the name of the Account Bank and in no case will any financial asset credited to the Reserve Account or the Collection Account, as applicable, be registered in the name of the Borrower or the Servicer, payable to the order of the Borrower or the Servicer, or specially indorsed to the Borrower or the Servicer, except to the extent the foregoing have been specially indorsed to the Account Bank or in blank.

Regardless of any provision in any other agreement, for purposes of the UCC, New York shall be deemed to be the Account Bank’s jurisdiction and the Reserve Account and the Collection Account (as well as any securities entitlements related thereto) shall be governed by the laws of the State of New York.

Adjustments. If the Servicer, directly or through a Subservicer, makes (i) a deposit into the Collection Account in respect of a collection of a Receivable and such collection was received

by the Servicer in the form of a check that is not honored for any reason or (ii) a mistake with respect to the amount of any collection and deposits an amount that is less than or more than the actual amount of such collection, the Servicer shall appropriately adjust the amount subsequently deposited into the Collection Account to reflect such dishonored check or mistake. Any Scheduled Payment in respect of which a dishonored check is received shall be deemed not to have been paid.

Payment of Certain Expenses by the Initial Servicer. The initial Servicer will be required to pay all expenses incurred by it in connection with its activities under this Agreement, including the fees and disbursements of independent certified public accountants and third party due diligence providers, Taxes imposed on the Servicer, expenses incurred in connection with payments and reports pursuant to this Agreement, fees and expenses of Subservicers (including monthly compensation for acting as Subservicers) and agents of the Servicer and all other fees and expenses not expressly stated under this Agreement for the account of the Borrower. The initial Servicer shall be required to pay such expenses for its own account and shall not be entitled to any payment therefor other than the Servicing Fee.

Reports.

Monthly Reports; Monthly Compliance Statements; Monthly Loan Tapes. On each Reporting Date, the Servicer will provide to the Borrower, the Administrative Agent, each Rating Agency, if any, each Agent, each Lender, each Hedge Counterparty, the Backup Servicer and the Account Bank (i) a Monthly Report, (ii) a Monthly Loan Tape and (iii) an Officer's Certificate, dated as of related Determination Date, stating that (A) a review of the activities of the Servicer and the Subservicers during such Collection Period (or since the Closing Date in the case of the first such Officer's Certificate) and of its performance under this Agreement has been made under such officer's supervision and (B) to the best of such officer's knowledge, based on such review, the Servicer and the Subservicers have fulfilled all of their respective obligations under this Agreement throughout such Collection Period (or such longer period in the case of the first such Officer's Certificate), or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof.

Financial Statements. In the event the initial Servicer is no longer subject to the periodic and current reporting requirements of Section 13 or 15(d) of the Exchange Act, the initial Servicer will submit to the Administrative Agent and each Lender, (i) within 45 days of the end of each of its fiscal quarters, its unaudited consolidated financial statements (including an analysis of delinquencies and losses on the Receivables for each fiscal quarter) as of the end of each such fiscal quarter and (ii) within 120 days of the end of each of its fiscal years, its audited consolidated financial statements (including an analysis of delinquencies and losses on the Receivables for each fiscal year describing the causes thereof and sufficient to determine whether an Event of Default or Servicer Termination Event has occurred or is reasonably likely to occur and otherwise reasonably satisfactory to the Administrative Agent) as of the end of each such fiscal year; provided that such financial statements are in public company reporting format under the Exchange Act.

Static Pool Information. The initial Servicer will provide to the Administrative Agent and each Agent in regard to vintage originations, upon request (i) static pool gross and net loss history, (ii) static pool defaulted receivable recovery rates, (iii) static pool origination characteristics and

(iv) any additional static pool information reasonably requested by the Administrative Agent or an Agent.

Annual Statement as to Compliance. The Servicer shall deliver to the Administrative Agent and each Agent on or before March 31st of each year, beginning in 2022, an Officer's Certificate, dated as of the preceding December 31st, stating that (i) a review of the activities of the Servicer during the preceding 12-month period (or since the Closing Date in the case of the first such Officer's Certificate) and of its performance under this Agreement has been made under such officer's supervision and (ii) to the best of such officer's knowledge, based on such review, each of the Servicer and the Subservicers have fulfilled all their respective obligations under this Agreement throughout such year (or such shorter period in the case of the first such Officer's Certificate), or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof.

[Reserved].

Rights Prior to Assumption of Duties by Successor Servicer.

On or before each Reporting Date, the Servicer shall deliver to the Backup Servicer an electronic file containing all information necessary to allow the Backup Servicer to review the Monthly Report related thereto and determine the following: (i) that such Monthly Report is readable and contains all information necessary for the Backup Servicer to complete its duties herein. The Backup Servicer shall, within two Business Days after receipt of the electronic file referred to in the preceding sentence, load such electronic file, confirm such computer tape or diskette is in readable form and (A) verify the following based solely on information contained in the electronic file: the aggregate Principal Balance of all Receivables as of the most recent Determination Date, the Annualized Charge-off Ratio, the Delinquency Ratio (60+ Days) and the Extension Ratio as of the related Determination Date, (B) based solely on a recalculation of information contained in the Monthly Report confirm the following: Servicing Fee, Backup Servicing Fee, Account Bank Fee, Monthly Principal Payment Amount, the amount due to the Reserve Account pursuant to 2.07(a)(vi), the amount due to the Lender pursuant to 2.07(a)(vii), the remaining amount due to the Borrower pursuant to 2.07(a)(xiii), Borrowing Base, as of the related Reporting Date (calculated as of the related Determination Date, or, with respect to Receivables added to the Collateral following such Determination Date, but prior to the date of such Monthly Report, the related Cutoff Date), (C) based solely on the records of the Account Bank confirm the following: the Reserve Account Amount as of the related Determination Date, each as set forth in the Monthly Report. In the event of any discrepancy between the information set forth in the two foregoing sentences, as determined or calculated by the Servicer, from that determined or calculated by the Backup Servicer, the Backup Servicer shall notify the Servicer of such discrepancy on or before the close of business on the Business Day immediately preceding the related Payment Date and, if by the Business Day following receipt by the Servicer of such notice, the Backup Servicer and the Servicer are unable to resolve such discrepancy, the Backup Servicer shall promptly notify the Administrative Agent and the Agents of such discrepancy. The Backup Servicer shall provide a certificate signed by an Officer of the Back-up Servicer in form and substance satisfactory to the Backup Servicer, the Administrative Agent, the Agents and the Servicer, to the Administrative Agent, the Agents and the Servicer, on or before the close of business on the Business Day immediately preceding the related Payment Date, stating that the

duties of the Backup Servicer in this Section 7.09(a) have been performed. The Backup Servicer, in its capacity as such, shall not be responsible for delays attributable to the Servicer's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Backup Servicer. Notwithstanding the foregoing, if the electronic file or the Monthly Report does not contain sufficient information for the Backup Servicer to perform any action hereunder, the Backup Servicer shall promptly notify the Servicer of any additional information to be delivered by the Servicer to the Backup Servicer, and the Backup Servicer and the Servicer shall mutually agree upon the form thereof; *provided, however*, that the Backup Servicer shall not be liable for the performance of any action unable to be taken hereunder without such additional information until it is received from the Servicer.

Prior to the Closing Date, the Servicer shall deliver the Test Data File to the Backup Servicer, in a format acceptable to the Backup Servicer. The Backup Servicer and the Servicer will agree upon the file layout and electronic medium to transfer such data to the Backup Servicer. Any reasonable cost associated with the obligations of the Backup Servicer described in this subsection shall be at the expense of the Servicer, and, to the extent that the Servicer does not pay such amounts, the Backup Servicer shall be entitled to recover such amounts pursuant to Section 2.07.

Other than as specifically set forth elsewhere in this Agreement, the Backup Servicer shall have no obligation to supervise, verify, monitor or administer the performance of the Servicer and shall have no Liability for any action taken or omitted by the Servicer.

The Backup Servicer shall consult with the Servicer as may be necessary from time to time to perform or carry out the Backup Servicer's obligations hereunder, including the obligation, if requested in writing by the Administrative Agent (acting at the direction of the Required Lenders), to succeed to the duties and obligations of the Servicer pursuant hereto.

Except as provided in this Agreement, the Backup Servicer may accept and rely on all accounting, records and work of the Servicer without audit, and the Backup Servicer shall have no Liability for the acts or omissions of the Servicer. If any error, inaccuracy or omission (collectively, "Errors") exists in any information received from the Servicer, and such Errors should cause or materially contribute to the Backup Servicer making or continuing any Errors (collectively, "Continued Errors"), the Backup Servicer shall have no Liability for such Continued Errors; provided, however, that the Backup Servicer shall use its best efforts to prevent further Continued Errors. In the event the Backup Servicer has actual knowledge or receives written notice of Errors or Continued Errors, the Backup Servicer shall promptly notify the Servicer of such Errors or Continued Errors; provided, however, that the Backup Servicer shall have no duty or obligation to reconstruct or reconcile such data.

The Backup Servicer shall be indemnified by the Servicer and the Borrower from and against all claims, damages, losses or expenses reasonably incurred by the Backup Servicer (including reasonable attorneys' fees and expenses and court costs) arising out of claims asserted against or by the Backup Servicer on any matter arising out of this Agreement to the extent the act or omission giving rise to the claim accrues before the date on which the Backup Servicer assumes the duties of Servicer hereunder, except for any claims, damages, losses or expenses arising from the Backup Servicer's own gross negligence, bad faith or willful misconduct. All such amounts

payable by the Borrower shall be payable in accordance with Section 2.07. All such amounts payable by the Servicer, to the extent not promptly paid by the Servicer, shall be payable in accordance with Section 2.07. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any action, claim or suit) brought by the Backup Servicer of any indemnification or other obligation of the indemnifying party or other Person. The provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

The Backup Servicer shall be liable in accordance herewith only to the extent of its obligations set forth in this Agreement or any obligations assumed by the Backup Servicer from the Servicer pursuant to Section 7.14. Such liability is limited to only those actions taken or omitted to be taken by the Backup Servicer and caused through its gross negligence, bad faith or willful misconduct. No implied duties (including fiduciary covenants or obligations) shall be read into this Agreement against the Backup Servicer and, in the absence of bad faith on its part, the Backup Servicer may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Backup Servicer and conforming to the requirements of this Agreement. The Backup Servicer shall indemnify the Borrower and the Secured Parties from and against all claims, damages, losses or expenses reasonably incurred by the Borrower or the Secured Parties (including reasonable attorneys' fees and expenses and court costs) arising out of claims asserted against or by the Borrower or the Secured Parties on any matter arising out of this Agreement to the extent the act or omission giving rise to the claim arises from the Backup Servicer's gross negligence, bad faith or willful misconduct, in each case as determined by a court of competent jurisdiction, except for any claims, damages, losses or expenses arising from the Borrower's or the Secured Parties' own gross negligence, bad faith or willful misconduct. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any action, claim or suit) brought by the Borrower or the Secured Parties of any indemnification or other obligation of the Backup Servicer. The indemnity provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

The Backup Servicer shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Backup Servicer has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Backup Servicer shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Backup Servicer) other than itself in its capacity as Backup Servicer.

The Backup Servicer shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or indemnity satisfactory to it against such risk or liability shall not be reasonably assured to it.

Notwithstanding any provision to the contrary, the Backup Servicer shall not be liable for any obligation or the acts or omissions of the Borrower, the Servicer (so long as it is not the Successor Servicer, in which case it shall be obligated to perform as Servicer hereunder) or any other Person, contained in this Agreement, and the parties shall look only to such parties to perform such obligations, and the Backup Servicer may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Backup Servicer to the contrary.

Rights After Assumption of Duties by Successor Servicer; Liability. At any time following the assumption of the duties of the Servicer by the Backup Servicer or the designation of a Successor Servicer pursuant to Section 7.14 as a result of the occurrence of a Servicer Termination Event:

The Servicer, on behalf of the Borrower, shall, at the Administrative Agent's or the Required Lender's request, (i) assemble all of the records relating to the Collateral, including all Receivable Files, and shall make the same available to the Administrative Agent or the Successor Servicer at a place selected by the Administrative Agent (acting at the direction of the Required Lenders), and (ii) segregate all cash, checks and other instruments received by it from time to time constituting collections of Collateral in a manner acceptable to the Administrative Agent and the Required Lenders and shall, promptly upon receipt but no later than two Business Days after receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to, or at the direction of, the Administrative Agent (acting at the direction of the Required Lenders).

The Borrower hereby authorizes the Administrative Agent, to take or cause to be taken any and all steps in the Borrower's name and on behalf of the Borrower necessary or desirable, in the determination of the Administrative Agent (acting at the direction of the Required Lenders), to collect all amounts due under any and all of the Collateral with respect thereto, including endorsing the Borrower's name on checks and other instruments representing Collections and enforcing the Receivables.

The Backup Servicer shall be liable in accordance herewith only to the extent of its obligations set forth in this Agreement or any obligations assumed by the Backup Servicer from the Servicer pursuant to Section 7.14. Such liability is limited to only those actions taken or omitted to be taken by the Backup Servicer and caused through its gross negligence, bad faith or willful misconduct. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Backup Servicer and, in the absence of bad faith on its part, the Backup Servicer may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Backup Servicer and conforming to the requirements of this Agreement.

The Backup Servicer shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Backup Servicer has

actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Backup Servicer shall have no obligation whatsoever either prior to or after receiving any such written notice to investigate or verify that such event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it. The Backup Servicer shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Backup Servicer) other than itself in its capacity as Backup Servicer.

The Backup Servicer shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if it reasonably determines that the repayment of such funds or adequate written indemnity against such risks or liability is not available prior to the expenditure of such funds or the incurrence of financial liability. Notwithstanding any provision to the contrary, the Backup Servicer shall not be liable for any obligation or the acts or omissions of the Borrower, the Servicer (so long as it is not the Successor Servicer, in which case it shall be obligated to perform as Servicer hereunder) or any other Person, contained in this Agreement, and the parties shall look only to such parties to perform such obligations, and the Backup Servicer may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Backup Servicer to the contrary.

If requested by the Administrative Agent (acting at the direction of the Required Lenders), the Backup Servicer (in its capacity as the Successor Servicer) shall direct the Obligors then making payments directly to the Servicer to make all payments under the Receivables directly to the Backup Servicer (in its capacity as the Successor Servicer), in which event the Backup Servicer shall process all such payments, or to a lockbox or lockbox account established by the Backup Servicer (in its capacity as the Successor Servicer) at the direction of the Administrative Agent (acting at the direction of the Required Lenders).

Limitation on Liability of the Servicer and Others. Except as otherwise provided herein, neither the Servicer nor any of its directors or officers or employees or agents shall be under any liability to the Secured Parties, the Backup Servicer or any other Person for any action taken or for refraining from the taking of any action pursuant to this Agreement; provided, however, that this provision shall not protect the Servicer or any such Person against any liability that would otherwise be imposed by reason of its willful misconduct, bad faith or gross negligence in the performance of duties or by reason of its willful misconduct hereunder.

The Servicer Not to Resign. The Servicer shall resign only if the Servicer provides an Opinion of Counsel to the Administrative Agent, the Agents and the Backup Servicer to the effect that it is no longer permitted by Applicable Law to act as Servicer hereunder. No termination or resignation of the Servicer hereunder shall be effective until the Backup Servicer or a different entity, acceptable to the Administrative Agent (acting at the direction of the Required Lenders),

has accepted its appointment as Successor Servicer hereunder and has agreed to be bound by the terms of this Agreement and the Collection Policy.

Servicer Termination Events. The occurrence and continuance of any one of the following events shall constitute a “Servicer Termination Event” hereunder:

the occurrence of a Level III Trigger Event;

any failure by the Servicer to (i) deliver any Collections or (ii) make any payment, transfer or deposit, in each case as required by this Agreement or any other Servicer Basic Document and, in each case, which failure shall continue unremedied for two Business Days after (A) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Account Bank or (B) discovery of such failure by a Responsible Officer of the Servicer;

any failure by the Servicer to deliver to the Administrative Agent, each Agent, each Lender or the Backup Servicer a Monthly Report and a Monthly Loan Tape when required that shall continue unremedied for two Business Days after (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;

any merger or consolidation of the Servicer in breach of Section 7.15;

any failure by the Servicer duly to observe or perform in any material respect any other covenant or agreement of the Servicer set forth in any Servicer Basic Document, which failure shall remain unremedied for 30 days after the earlier of (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;

any representation, warranty or certification made by the Servicer in any Servicer Basic Document or in any other certificate, information or report delivered pursuant to any Servicer Basic Document shall prove to have been false or incorrect in any material respect when made or deemed made or delivered, and which remains unremedied for 30 days after the earlier of (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;

an Insolvency Event shall occur with respect to the Servicer;

an Event of Default shall have occurred and shall not have been waived;

any failure by the Servicer to observe any covenant, condition or agreement under Section 6.05(h); or

any Subservicer fails to maintain all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property and or the conduct of its business with respect to the servicing of consumer loans (including the Receivables),

requires such qualification, licenses or approvals, and which remains unremedied for 30 days after the receipt of written notice of such failure by any Governmental Authority.

During the continuance of any of the foregoing, notwithstanding anything herein to the contrary, so long as any such Servicer Termination Event shall not have been remedied within any applicable cure period or waived in writing by the Administrative Agent and the Required Lenders, the Administrative Agent acting at the direction of the Required Lenders, by written notice to the Servicer (with a copy to each Agent, Hedge Counterparty, the Account Bank and the Backup Servicer) (each, a “Servicer Termination Notice”), shall terminate all of the rights and obligations of the Servicer as Servicer under this Agreement and under the 2021-1C SUBI Servicing Agreement.

Notwithstanding the foregoing, a delay in or failure of performance referred to under paragraph (b) above for an additional period of five (5) Business Days after the applicable grace period or referred to under paragraph (e) or (f) above for a period of fifteen (15) days after the applicable grace period shall not constitute a Servicer Default if such delay or failure could not be prevented by the exercise of reasonable diligence by the Servicer, such delay or failure was caused by a Force Majeure Event and Servicer is in compliance with its business continuity and disaster preparedness plans. If, following the expiration of such incremental fifteen (15) day grace period in the case of a delay or failure of performance described in paragraph (e) or (f) above, the applicable delay or failure of performance remains outstanding but the Servicer continues to work diligently to remedy such delay or failure of performance, then, with the consent of the Administrative Agent in its sole discretion the grace period may be extended for a further thirty (30) days. The preceding sentences will not relieve the Servicer from compliance with its obligations pursuant to Section 7.03(g) hereunder or from otherwise using all commercially reasonable efforts to perform its obligations in a timely manner in accordance with the terms of this Agreement and the Servicer shall provide the Administrative Agent and the Backup Servicer with an Officer’s Certificate giving prompt notice of such failure or delay, together with a description of its efforts to perform its obligations.

Appointment of Successor Servicer.

On and after the receipt by the Servicer of a Servicer Termination Notice, the Servicer shall continue to perform all servicing functions under this Agreement and under the 2021-1C SUBI Servicing Agreement until the date specified in the Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders) in writing or, if no such date is specified in such Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders), until a date mutually agreed upon by the Servicer, the Backup Servicer (if the Backup Servicer becomes the Successor Servicer) and the Administrative Agent (acting at the direction of the Required Lenders); *provided, however*, that the Backup Servicer (if the Backup Servicer becomes the Successor Servicer) shall use its best efforts to effect the transition of the servicing and will assume the duties of the Servicer no more than 45 days after receipt by the Servicer and the Backup Servicer of the Servicer Termination Notice. The Administrative Agent (acting at the direction of the Required Lenders) shall, at the time described in the immediately preceding sentence, appoint the Backup Servicer as the Successor Servicer hereunder and under the 2021-1C SUBI Servicing Agreement, and the Backup Servicer shall on such date assume all duties, liabilities and obligations of the Servicer

hereunder and under the 2021-1C SUBI Servicing Agreement from and after such date, and all authority and power of the Servicer under this Agreement and under the 2021-1C SUBI Servicing Agreement shall pass to and be vested in the Backup Servicer except to the extent otherwise set forth herein.

In the event that the Administrative Agent (acting at the direction of the Required Lenders) does not so appoint the Backup Servicer to succeed the Servicer as Servicer hereunder and under the 2021-1C SUBI Servicing Agreement or the Backup Servicer is unable to assume such obligations on the date specified, the Administrative Agent (acting at the direction of the Required Lenders) shall as promptly as possible appoint a different entity to be the Successor Servicer, and such Successor Servicer shall accept its appointment by a written assumption agreement in a form acceptable to the Administrative Agent (acting at the direction of the Required Lenders) provided, however, that if the Administrative Agent (acting at the direction of the Required Lenders) designates as Successor Servicer any Person other than the Backup Servicer, the Administrative Agent shall provide ten (10) Business Days' prior written notice to each Rating Agency, if any. In the event that a Successor Servicer has not accepted its appointment at the time when the Servicer ceases to act as Servicer, the Administrative Agent (acting at the direction of the Required Lenders) shall petition a court of competent jurisdiction to appoint any established financial institution having a net worth of not less than \$50,000,000, that meets (or the parents of which meets) the Long-Term Ratings Requirement and whose regular business includes the servicing of consumer loans as the Successor Servicer hereunder and under the 2021-1C SUBI Servicing Agreement.

The Administrative Agent (acting at the direction of the Required Lenders) shall have the same rights of removal and termination for cause with respect to any Successor Servicer as with respect to Regional Management as the Servicer.

All reasonable costs and expenses (including attorneys' fees and disbursements) incurred by the Backup Servicer and Successor Servicer in connection with the transfer and assumption of servicing obligations hereunder and under the 2021-1C SUBI Servicing Agreement from the Servicer to the Backup Servicer or Successor Servicer, converting the Servicer's data to such Person's computer system and amending this Agreement to reflect such succession as Servicer pursuant to this Section shall be paid by the predecessor Servicer upon presentation of a written invoice setting forth reasonable transition expenses not exceeding \$250,000 (the "Transition Expenses") in the aggregate as to all such Persons. In no event shall the Successor Servicer be responsible for any Transition Expenses. If the predecessor Servicer fails to pay the Transition Expenses, the Transition Expenses shall be payable pursuant to Section 2.07.

Upon the termination and removal of the Servicer and the assumption by the Successor Servicer hereunder and under the 2021-1C SUBI Servicing Agreement, the predecessor Servicer shall cooperate with the Successor Servicer in effecting the termination of the rights and responsibilities of the predecessor Servicer under this Agreement and under the 2021-1C SUBI Servicing Agreement, including the transfer to the Successor Servicer for administration by it of all Collections that shall at the time be held by the predecessor Servicer for deposit, or shall thereafter be received, with respect to a Receivable, the Collection Account, the Reserve Account and Servicer Files and other records maintained by the Servicer.

Upon its appointment, the Successor Servicer shall be the successor in all respects to the Servicer with respect to servicing functions under this Agreement and under the 2021-1C SUBI Servicing Agreement and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof, be entitled to the rights, protections, indemnities and immunities, of the Servicer hereunder and thereunder, and all references in this Agreement and under the 2021-1C SUBI Servicing Agreement to the Servicer shall be deemed to refer to the Successor Servicer; provided, however, notwithstanding anything else contained herein or therein, the Backup Servicer, as Successor Servicer, and its successors or assigns, shall have (i) no liability with respect to any obligation which was required to be performed by the predecessor Servicer prior to the date that the successor Servicer becomes the Servicer or any Subservicer or any claim of a third party based on any alleged action or inaction of the predecessor Servicer, (ii) no obligation to perform any purchase, repurchase, allocation or reallocation (with respect to the assets of the Trust, the UTI, the 2021-1C SUBI or any other SUBI), reimbursement or advancing obligations, if any, of the Servicer or any Subservicer, (iii) no obligation to pay any taxes required to be paid by the Servicer or any Subservicer, (iv) no obligation to pay any of the fees and expenses of any other party involved in this transaction and (v) no liability or obligation with respect to any Servicer or any Subservicer indemnification, defense or hold harmless obligations of any prior Servicer or Subservicer including the initial Servicer. The indemnification obligations of the Backup Servicer, upon becoming a successor Servicer are expressly limited to those instances of gross negligence, bad faith or willful misconduct of the Backup Servicer in its role as Successor Servicer. Furthermore, without limiting the generality of the foregoing, the Backup Servicer as Successor Servicer shall not be required to service the Receivables in accordance with the Collection Policy of the initial Servicer, but rather in accordance with the customary and usual servicing, administration and collection practices and procedures used by servicing companies of comparable experience to the Backup Servicer for servicing personal loans comparable to the Receivables which the Backup Servicer services for others, and shall do so in accordance with industry standards applicable to the performance of such services, and with the same degree of care as it applies to the performance of such services for any similar assets which the Backup Servicer services for similar accounts that it holds for others, as the same may be amended, supplemented or otherwise modified from time to time. Additionally, if the Backup Servicer becomes the Successor Servicer, the duties and obligations of the Servicer contained in this Agreement and the 2021-1C SUBI Servicing Agreement shall be deemed modified as follows: (i) any provision in any such agreement providing that the Servicer shall take or omit to take any action, or shall have any obligation to do or not do any other thing, upon its "knowledge" (or any derivation thereof), "discovery" (or any derivation thereof), "awareness" (or any derivation thereof) or "learning" (or any derivation thereof) shall be interpreted as the actual knowledge of a Responsible Officer of such Successor Servicer or such Responsible Officer's receipt of a written notice thereof, (ii) such Successor Servicer shall not be liable for any claims, liabilities or expenses relating to the engagement of any accountants or any report issued in connection with such engagement and dissemination of any such report of any accountants appointed by it (except to the extent that any such claims, liabilities or expenses are caused by such Successor Servicer's gross negligence or willful misconduct) pursuant to the provisions of any Basic Document, and the dissemination of such report shall if applicable, be subject to the consent of such accountants, (iii) such Successor Servicer shall have no obligation to provide investment direction pursuant to this Agreement, the Trust Agreement, any SUBI Supplement (including the 2021-1C SUBI Supplement) or any other Basic Document

requiring investment direction from the Servicer, (iv) such Successor Servicer shall not be required to obtain a determination or resolutions by its board of directors with respect to its resignation, and (v) such Successor Servicer shall in no event be obligated to assume, or be deemed to have assumed, the duties, obligations or liabilities of any Person other than the Servicer, solely in its capacity as Servicer under this Agreement and the 2021-1C SUBI Servicing Agreement; it being understood and agreed that, without limiting the generality of the foregoing, such Successor Servicer shall have no (a) duty, obligation or liability under the Trust Agreement or any SUBI Supplement thereunder, including the 2021-1C SUBI Supplement (including any duty, obligation or liability to any settlor or any holder of any beneficial interest), (b) duty or obligation to supervise, monitor, control, administer or manage the Trust or any series thereof or to direct, advise, account to or instruct any trustee under the Trust or any such series for any purpose or reason (except that the foregoing shall not excuse the Successor Servicer from performing any duties or obligations relating to the servicing of 2021-1C SUBI Assets that it is expressly obligated to perform under the 2021-1C SUBI Servicing Agreement), (c) duty or obligation to hold records with respect to or on behalf of the Trust or any such series (including the 2021-1C SUBI), except for records relating to the servicing of the 2021-1C SUBI Assets, (d) duty or obligation to do or perform any act of or on behalf of the Trust or any SUBI (including the 2021-1C SUBI) (or any trustee of any of the foregoing), including the preparation or delivery for execution or filing thereby of any documents, instruments, reports or information, except any duties or obligations relating to servicing of the 2021-1C SUBI Assets that it is expressly obligated to perform under the 2021-1C SUBI Servicing Agreement, or (e) duty or obligation to commence, defend against or otherwise participate in any legal proceeding relating to or involving the protection or enforcement of the interests of the Trust, any SUBI (including the 2021-1C SUBI), or any holder of any beneficial interest in or any trustee of any of the foregoing, except any duties or obligations relating to servicing of the 2021-1C SUBI Assets that it is expressly obligated to perform under the 2021-1C SUBI Servicing Agreement

All authority and power granted to the Servicer under this Agreement and under the 2021-1C SUBI Servicing Agreement shall automatically cease and terminate upon termination of the Servicer as servicer and shall pass to and be vested in the Administrative Agent and the Administrative Agent is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights. The Servicer agrees to cooperate with the Borrower in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing of the Receivables.

The Administrative Agent may, solely for purposes of establishing the fee to be paid to the Backup Servicer or any other Successor Servicer after a notice of removal of the Servicer pursuant to this Article, solicit written bids (such bids to include a proposed servicer fee and servicing transfer costs) from not less than three entities experienced in the servicing of consumer loan receivables similar to the Receivables and that are not Affiliates of the Servicer or the Borrower and are reasonably acceptable to the Administrative Agent (acting at the direction of the Required Lenders). Any such written solicitation shall prominently indicate that bids should specify any applicable subservicing fees required to be paid from the Servicing Fee and that any fees and transfer costs in excess of the Servicing Fee shall be paid by the Borrower from amounts received pursuant to Section 2.07. The Borrower may also solicit additional bids from other such entities. The Successor Servicer shall act as Servicer hereunder and under the 2021-1C SUBI Servicing

Agreement and shall, subject to the availability of sufficient funds in the Collection Account pursuant to Section 2.07 (up to the Servicing Fee), receive as compensation therefor a fee equal to the fee proposed in the bid so solicited which provides for the lowest combinations of servicing fee and transition costs, as reasonably determined by the Administrative Agent (acting at the direction of the Required Lenders) and may revise the percentage used to calculate the Servicing Fee, which, if the Successor Servicer is the Backup Servicer, shall be revised as provided in Section 7.16(a) or, if the Backup Servicer is not the Successor Servicer, may be adjusted in the sole discretion of the Administrative Agent (acting at the direction of the Required Lenders).

Merger or Consolidation, Assumption of Obligations or Resignation, of the Servicer. Any Person (a) into which the initial Servicer may be merged or consolidated in accordance with Section 6.05(b), (b) which may result from any merger or consolidation to which the initial Servicer may be a party in accordance with Section 6.05(b), (c) which may succeed to the properties and assets of the initial Servicer substantially as a whole or (d) which may succeed to the duties and obligations of the initial Servicer under this Agreement following the resignation of the initial Servicer, which Person executes an agreement of assumption acceptable to the Administrative Agent (acting at the direction of the Required Lenders) to perform every obligation of the Servicer hereunder, shall, with the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), be the successor to the Servicer under this Agreement without further act on the part of any of the parties to this Agreement; provided, however, that:

prior written notice of such consolidation, merger, succession or resignation shall be delivered by the initial Servicer to the Administrative Agent, each Lender and the Account Bank;

immediately after giving effect to such consolidation, merger, succession or resignation, no Servicer Termination Event and no event which after notice or lapse of time, or both, would become a Servicer Termination Event shall have occurred and is continuing;

no Event of Default, Unmatured Event of Default or Facility Amortization Event would occur as result of such consolidation, merger, succession or resignation;

the initial Servicer shall have delivered to the Borrower, the Administrative Agent and each Lender an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, succession or resignation and such agreement of assumption comply with this Section and that all conditions precedent provided for in this Agreement and the other Basic Documents to which it is a party relating to such transaction have been complied with; and

the initial Servicer shall have delivered to the Borrower, the Administrative Agent, and each Lender an Opinion of Counsel to the effect that either: (A) in the opinion of such counsel, all financing statements, continuation statements and amendments and notations on Certificates of Title thereto have been executed and filed that are necessary to preserve and protect the interest of the Borrower and the Secured Parties in the Receivables and reciting the details of such filings or (B) no such action shall be necessary to preserve and protect such interest.

Computershare as Successor Servicer. In the event that Computershare becomes the Successor Servicer hereunder following the termination of Regional Management as Servicer, the following shall apply with respect to Computershare, as Successor Servicer:

Servicing Fee. At all times Computershare or another Person is acting as Successor Servicer hereunder, “Servicing Fee Rate” shall mean the greater of (i) 4.75% per annum and (ii) the average of three bids obtained by the Administrative Agent pursuant to the first two sentences of Section 7.14(h).

Covenants; Representations and Warranties. The covenants and representations and warranties of Regional Management, as Servicer, shall apply to Computershare as Successor Servicer but shall be deemed modified to the extent necessary to apply to Computershare; provided, however, that prior to or promptly following the Assumption Date, applicable modifications and amendments shall be agreed upon by Computershare and the Administrative Agent, as contemplated by Section 7.16(f).

Delegation of Duties. Notwithstanding anything herein to the contrary, Computershare as Successor Servicer, without prior notice or consent, may delegate any or all of its duties and obligations hereunder to one or more subservicers; provided, however, that Computershare as Successor Servicer shall at all times remain responsible for the performance of such duties and obligations.

Servicer Obligations.

Computershare, in any of its capacities hereunder, shall have no obligation to provide investment directions pursuant to Section 2.10 or any other Section requiring investment directions from the Servicer.

Computershare, in any of its capacities hereunder, shall not be responsible for any deficiency collections or enforcement of the Borrower’s rights under the First Tier Purchase Agreement or the Second Tier Purchase Agreement, as set forth in Section 7.03(c)(i). The Administrative Agent hereby agrees to enforce the rights of the Borrower under the Second Tier Purchase Agreement.

Termination. Computershare, as Successor Servicer, shall only be terminated in accordance with this subsection and “Servicer Termination Events” shall mean and refer to the following on and after the Assumption Date:

Computershare, as Successor Servicer, shall fail to make any payment, transfer or deposit as required under this Agreement;

Computershare, as Successor Servicer, shall fail to observe or perform in any material respect any other covenant or agreement of the Successor Servicer as set forth in this Agreement;

material breach of a representation, warranty or certification by Computershare made by it in its role as Successor Servicer under this Agreement; or

an Insolvency Event shall occur with respect to Computershare.

22. Upon the occurrence and continuation of a Servicer Termination Event, the Administrative Agent shall notify Computershare of such Servicer Termination Event and Computershare shall have 60 days thereafter to cure such breach. Should Computershare fail to cure such breach, then upon the lapse of 60 days thereafter or at such later time specified by the Administrative Agent (acting at the direction of the Required Lenders), Computershare shall be removed as Servicer and a new Successor Servicer shall be appointed in accordance with the terms hereof.

23. The Administrative Agent, with the consent of the Required Lenders, may terminate Computershare as Successor Servicer hereunder in its sole discretion, upon 90 days' prior written notice to Computershare.

Amendment. Prior to or promptly following the Assumption Date, the parties to this Agreement will enter into one or more amendments or supplements acceptable in form and content to the Backup Servicer and the Administrative Agent (acting at the direction of the Required Lenders), providing for such modifications of this Agreement as are necessary to permit the Backup Servicer to fulfill its responsibilities hereunder as Successor Servicer.

Responsibilities of the Borrower. Anything herein to the contrary notwithstanding, the Borrower shall (i) perform or shall cause the Servicer to perform all of its obligations under the Receivables to the same extent as if a security interest in such Receivables had not been granted hereunder, and the exercise by the Administrative Agent of its rights hereunder shall not relieve the Borrower from such obligations and (ii) pay prior to becoming delinquent, from funds available to the Borrower under Section 2.07, any Taxes of the Borrower, including any sales taxes payable in connection with the Receivables and their creation and satisfaction. No Secured Party shall have any obligation or liability with respect to any Receivable, nor shall any of them be obligated to perform any of the obligations of the Borrower thereunder.

Servicing Centralization Event. Upon the occurrence of a Servicing Centralization Event, the Servicer shall promptly send written notice thereof to the parties hereto, and the Backup Servicer and the Servicer shall work with the Administrative Agent and the Lenders to put into effect the items described on Schedule G, together with such other items as may reasonably be agreed upon between the Backup Servicer, the Administrative Agent and the Lenders.

THE BACKUP SERVICER

Designation of the Backup Servicer.

The backup servicing role with respect to the Receivables shall be conducted by the Person appointed to act as Backup Servicer hereunder from time to time in accordance with this Section.

The Borrower, the Trust and the Administrative Agent, on behalf of the Secured Parties, each hereby appoints and directs Computershare to act as Backup Servicer, for the benefit of the Administrative Agent and the Secured Parties. Computershare hereby accepts such appointment and agrees to perform the duties and obligations with respect thereto set forth herein. Computershare will perform its obligations as Backup Servicer through its Corporate Trust Services department (including, as applicable, any agents or Affiliates utilized thereby).

Until the receipt by Computershare of a notice from the Administrative Agent of the designation of a new Backup Servicer pursuant to Section 8.04, Computershare agrees that it will not terminate its activities as Backup Servicer hereunder except in accordance with Section 8.05.

Upon the occurrence of a Servicer Termination Event, the Administrative Agent (acting at the direction of the Required Lenders) may designate the Backup Servicer to act as Successor Servicer for the benefit of the Secured Parties. The Backup Servicer shall accept such appointment and agree to perform the duties and obligations with respect thereto set forth herein, subject to the terms hereof.

Duties of the Backup Servicer. From the Closing Date until the earlier of (i) its removal pursuant to Section 8.04, (ii) its resignation in accordance with the provisions of Section 8.05, (iii) its appointment as Successor Servicer pursuant to Section 7.14(a) or (iv) the Facility Termination Date, the Backup Servicer shall perform, on behalf of the Secured Parties, the duties and obligations set forth in Section 7.09.

Backup Servicing Compensation. As compensation for its backup servicing activities hereunder, the Backup Servicer shall be entitled to receive the Backup Servicing Fee from the Borrower. The Backup Servicer shall be entitled to receive its Backup Servicing Fee to the extent of funds available therefor pursuant to Section 2.07. The Backup Servicer's entitlement to receive the Backup Servicing Fee shall cease on the earliest to occur of (i) it becoming the Successor Servicer, (ii) its removal as Backup Servicer pursuant to Section 8.04, (iii) its resignation in accordance with the provisions of Section 8.05 and (iv) the termination of this Agreement.

Backup Servicer Removal. The Backup Servicer may be removed in connection with a breach by the Backup Servicer in any material respect of any representation, warranty or covenant of the Backup Servicer under this Agreement, or otherwise in the discretion of the Administrative Agent (acting at the direction of the Required Lenders), by 30 days' prior notice given in writing and delivered to the Backup Servicer from the Administrative Agent (acting at the direction of the Required Lenders) (the "Backup Servicer Termination Notice"). On and after the receipt by the Backup Servicer of the Backup Servicer Termination Notice, the Backup Servicer shall continue to perform all backup servicing functions under this Agreement until the date specified in the

Backup Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders) in writing or, if no such date is specified in the Backup Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders), until a date mutually agreed upon by the Backup Servicer and the Administrative Agent (acting at the direction of the Required Lenders).

The Backup Servicer Not to Resign. The Backup Servicer shall resign only with the prior written consent of the Administrative Agent and the Required Lenders or if the Backup Servicer provides an Opinion of Counsel to the Administrative Agent to the effect that the Backup Servicer is no longer permitted by Applicable Law to act as Backup Servicer hereunder. No termination or resignation of the Backup Servicer hereunder shall be effective until a successor Backup Servicer, acceptable to the Administrative Agent (acting at the direction of the Required Lenders) has accepted its appointment as successor Backup Servicer hereunder and has agreed to be bound by the terms of this Agreement. If, however, a successor Backup Servicer is not appointed by the Administrative Agent and the Required Lenders within 30 days after the giving of notice of resignation or termination, the Backup Servicer may petition a court of competent jurisdiction for the appointment of a successor Backup Servicer, with the cost of such petition (including attorneys' fees and expenses and court costs) to be borne by the Borrower.

Covenants of the Backup Servicer.

Affirmative Covenants. From the date of its appointment until the Facility Termination Date:

Compliance with Law. The Backup Servicer will comply in all material respects with all Applicable Laws and all of its obligations under this Agreement.

Preservation of Existence. The Backup Servicer will preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified and validly existing under federal law where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or would reasonably be expected to have, a Material Adverse Effect.

Governmental Authority. If the Backup Servicer becomes the Successor Servicer, then the Backup Servicer in its role as Successor Servicer shall notify the Administrative Agent and each Lender of any material final fines, penalties or sanctions imposed by any Governmental Authority (including the CFPB) against the Servicer that could have a material adverse effect on the Receivables within thirty (30) days of such occurrence.

Negative Covenant. From the date of its appointment until the Facility Termination Date, the Backup Servicer will not make any changes to the Backup Servicing Fee without the prior written approval of the Administrative Agent (acting at the direction of the Required Lenders) and, so long as no Event of Default or Servicer Termination Event has occurred, the Borrower.

Merger of the Backup Servicer. Any Person into which the Backup Servicer (in such capacity or in its capacity as Successor Servicer) may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to

which to Backup Servicer shall be a party, or any Person succeeding to all or substantially all of the corporate trust services business of the Backup Servicer, shall be the successor of the Backup Servicer under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Privilege. The Backup Servicer shall be entitled to any right, protection, privilege or indemnity afforded to the Account Bank under the terms of this Agreement, *mutatis mutandis*.

EVENTS OF DEFAULT

Events of Default.

Each of the following events shall constitute an “Event of Default”:

the Borrower shall fail to make any payment of Interest, Unused Commitment Fees or principal, in each case when due and without giving effect to the availability of funds and such failure continues unremedied for two (2) Business Days after the date such payment was due;

failure to pay all Aggregate Unpaid by the Maturity Date;

a failure on the part of the Borrower to make any payment, transfer or deposit required by the terms of any Basic Document (other than as set forth in clauses (i) and (ii) above) on the day such payment or deposit is required to be made, which default or failure continues unremedied for three (3) Business Days after the earlier of (i) receipt of written notice of such failure by the Borrower from the Administrative Agent or any Lender or (ii) actual knowledge of such failure by a Responsible Officer of the Borrower;

after giving effect to the allocation of funds pursuant to Section 2.07, the Loans Outstanding exceeds the Borrowing Base (calculated as of the related Determination Date, or, with respect to Receivables added to the Collateral following such Determination Date but prior to such Payment Date or Securitization Date, the related Cutoff Date), which condition continues unremedied for two (2) Business Days; provided, that if such event is due solely to a decrease in the Advance Rate due to the occurrence of a Level I Trigger Event, such event will not constitute an Event of Default if cured by the second Payment Date after the occurrence of such Level I Trigger Event but, for the avoidance of doubt, such event shall constitute an Unmatured Event of Default hereunder until such event is cured by the Borrower;

on any Payment Date, after giving effect to the allocation of funds pursuant to Section 2.07, the amount on deposit in the Reserve Account is less than the Reserve Account Required Amount, and such deficiency has not been cured prior to or on the next Payment Date, Funding Date or Release Date (provided that for the avoidance of doubt an Advance may cure such deficiency);

a failure by the Borrower or Regional Management to duly perform or observe any term, covenant or agreement of the Borrower or Regional Management contained in this Agreement or any other Basic Document and such failure remains unremedied for 30 calendar days (or such longer period not in excess of 60 days as may be reasonably necessary to remedy that failure; provided that such failure is capable of remedy within 60 days) after the earliest to occur of (i) actual knowledge by a Responsible Officer of the Borrower or Regional Management, as applicable and (ii) receipt of a written notice of such failure from the Administrative Agent, any Agent, any Lender or the Backup Servicer;

any representation, warranty or certification made or deemed to be made by the Borrower or Regional Management under this Agreement or any other Basic Document, or any Monthly Report, any Monthly Loan Tape or other information required to be given by the Borrower, Regional Management or the Servicer to the Administrative Agent or any Lender, shall prove to have been false or incorrect in any material respect when made or deemed made or delivered, and which remains unremedied for 30 calendar days after the earlier to occur of (A) actual knowledge by a Responsible Officer of the Borrower or Regional Management, as applicable, and (B) receipt of a written notice of such failure from the Administrative Agent, any Agent or any Lender;

the occurrence of an Insolvency Event (which, if involuntary, remains unstayed for more than 45 days) relating to any Regional Management Entity;

a breach of the Financial Covenant shall have occurred;

a Servicer Termination Event shall have occurred;

the Borrower shall become (A) an “investment company” within the meaning of the Investment Company Act or (B) a “covered fund” as defined in the Volcker Rule;

a regulatory, tax or accounting body has ordered that the activities of the Borrower or any Affiliate of the Borrower contemplated hereby be terminated or, as a result of any other event or circumstance, the activities of the Borrower or any Affiliate of the Borrower contemplated hereby may reasonably be expected to cause the Borrower or any of its respective Affiliates to suffer materially adverse regulatory, accounting or tax consequences;

any material adverse change in the operations of the Servicer, Regional Management, the Borrower or any other event which materially affects the ability of the Servicer, Regional Management or the Borrower to either collect the Receivables or to perform its obligations under any Basic Document to which it is a party;

the IRS shall file notice of a Lien pursuant to Section 6323 of the Code with regard to any assets of the Borrower or Regional Management and such lien shall not have been released within five Business Days after the earlier of the Borrower or Regional Management having actual knowledge thereof or written notice thereof from the Administrative Agent or any Lender, or the Pension Benefit Guaranty Corporation shall file notice of a Lien pursuant to Section 4068 of ERISA with regard to any of the assets of the Borrower or Regional Management and such Lien shall not have been released or stayed within 30 days after the earlier of the Borrower or Regional Management having actual knowledge thereof or written notice thereof from the Administrative Agent or any Lender;

the Administrative Agent shall fail for any reason to have a first priority perfected security interest in any material portion of the Collateral (subject to Permitted Liens), which failure shall continue for five Business Days after the earlier of the Borrower or the Servicer having actual knowledge thereof or the Borrower or the Servicer having received written notice thereof from the Administrative Agent or any Lender;

a Change in Control shall occur;

except as permitted under this Agreement with respect to the Servicer, the Servicer, Regional Management or the Borrower shall enter into any transaction or merger whereby it is not the surviving entity or the Borrower shall enter into any merger;

an event of default occurs under any agreement of any Regional Management Entity in connection with any Indebtedness of \$50,000 or more (in the case of the Borrower), or \$7,500,000 or more (in the case of Regional Management or any of its Subsidiaries other than the Borrower) and such Indebtedness is accelerated by the requisite holders of such Indebtedness;

the Regional Management Entities (individually and in the aggregate) shall have one or more final nonappealable judgments entered against it by a court of competent jurisdiction, enter into one or more settlements or have a penalty or fine assessed against it by any Governmental Authority, in excess of, in the aggregate, \$13,500,000 and, in the case of the Borrower, \$50,000; or

any Basic Document shall cease to be in full force and effect (other than in accordance with its terms) or any Regional Management Entity shall so assert in writing or otherwise seek to terminate or disaffirm its obligations under any Basic Document.

Upon the occurrence of any Event of Default, the Administrative Agent shall, at the request of the Required Lenders, by notice to the Borrower (with a copy to the Account Bank), declare the Maturity Date to have occurred, without demand, protest or future notice of any kind, all of which are hereby expressly waived by the Borrower, and, upon such declaration, the Loans and all other amounts owing by the Borrower under this Agreement shall be accelerated and become immediately due and payable; provided, that in the event that an Event of Default described in Section 9.01(a)(ii) or 9.01(a)(viii) has occurred, the Maturity Date shall automatically occur, without demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

Upon the occurrence of an Event of Default, the Revolving Period shall terminate and no further Loans will be made.

Actions Upon Declaration or the Automatic Occurrence of the Maturity Date. Upon the declaration or the automatic occurrence of the Maturity Date, the Administrative Agent shall, at the direction of the Required Lenders, exercise in respect of the Collateral, in addition to any and all other rights and remedies otherwise available to it, including rights available hereunder and the rights and remedies of a secured party upon default under the UCC (such rights and remedies to be cumulative and nonexclusive), and, in addition, the Administrative Agent shall, at the direction of the Required Lenders, take the following remedial actions:

The Administrative Agent may, without notice to the Borrower except as required by Applicable Law and at any time or from time to time, charge, set-off and otherwise apply all or any part of the Loans Outstanding, any Interest accrued thereon and or any other amount due and owing to any Secured Party against amounts payable to the Borrower

from the Accounts or any part of such Accounts in accordance with and subject to the priorities required by Section 2.07.

The Administrative Agent may take any action permitted under the Basic Documents and may exercise at the Borrower's sole expense any and all rights and remedies of the Borrower under or in connection with the Collateral, including directing that Collections be deposited into an account specified by the Administrative Agent (acting at the direction of the Required Lenders) (rather than to the Collection Account).

Consistent with the rights and remedies of a secured party under the UCC (and except as otherwise required by the UCC), the Administrative Agent may, without notice except as specified below, foreclose on the Collateral or any part of the Collateral, solicit and accept bids for and sell the Collateral or any part of the Collateral in one or more parcels at public or private sale, at any exchange, broker's board or at the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable and the Administrative Agent shall apply the proceeds from the sale of the Collateral to any amounts payable by the Borrower with respect to the Obligations in accordance with the priorities required by Section 2.07. Notwithstanding the foregoing, the Administrative Agent may not sell or otherwise liquidate the Collateral or any part of the Collateral, at the direction of the Required Lenders following an Event of Default, other than an Event of Default described in Section 9.01(a)(i) or 9.01(a)(ii), unless: (A) 66 2/3% of the Lenders consent thereto, (B) the proceeds of such sale or liquidation will be sufficient to pay in full the Loans Outstanding and all accrued but unpaid interest on such Loans Outstanding or (C) the Administrative Agent determines that the Collateral will not continue to provide sufficient funds for the payment of principal and interest on the Loans as they would have become due if the Loans had not been declared immediately due and payable, and the Administrative Agent obtains the consent of the Required Lenders. In determining such sufficiency or insufficiency with respect to clauses (B) and (C) above, the Administrative Agent may, but need not, obtain and rely upon an opinion of an independent investment banking or accounting firm of national reputation as to the feasibility of such proposed action and as of the sufficiency of the Collateral for such purpose. The Borrower agrees that, to the extent notice of sale shall be required by Applicable Law, at least seven Business Days' notice to the Borrower (with a copy to each Secured Party) of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed for such sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Every such sale shall operate to divest all right, title, interest, claim and demand whatsoever of the Borrower in and to the Collateral so sold, and shall be a perpetual bar, both at law and in equity, against the Borrower or any Person claiming the Collateral sold through the Borrower and its successors or assigns.

Upon the completion of any sale under Section 9.02(c), the Borrower will deliver or cause to be delivered all of the Collateral sold to the purchaser or purchasers at such sale on the date of sale, or within a reasonable time thereafter if it shall be impractical to make

immediate delivery, but in any event full title and right of possession to such property shall pass to such purchaser or purchasers forthwith upon the completion of such sale. Nevertheless, if so requested by the Administrative Agent or by any purchaser, the Borrower shall confirm any such sale or transfer by executing and delivering to such purchaser all proper instruments of conveyance and transfer and release as may be designated in any such request.

At any sale under Section 9.02(c), Regional Management or any Secured Party may bid for and purchase the property offered for sale and, upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor. Any Secured Party purchasing property at a sale under Section 9.02(c) may set off the purchase price of such property against amounts owing to such Secured Party in full payment of such purchase price up to the full amount owing to such Secured Party.

The Administrative Agent (acting at the direction of the Required Lenders) may direct the Servicer to direct Collections to an account other than the Lockbox (as defined in Schedule G) or the Collection Account. The Administrative Agent and the Servicer agree to cooperate in good faith to provide the Servicer access to the information relating to the Collections deposited into such account in order for the Servicer to perform its related duties hereunder.

Exercise of Remedies. No failure or delay on the part of the Administrative Agent to exercise any right, power or privilege under this Agreement and no course of dealing between the Borrower or the Servicer, on the one hand, and the Administrative Agent, any Agent or Secured Party, on the other hand, shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies expressly provided in this Agreement are cumulative and not exclusive of any rights or remedies which the Secured Parties would otherwise have pursuant to Applicable Law or equity. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the other party to any other or further action in any circumstances without notice or demand.

Waiver of Certain Laws. The Borrower agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force in any locality where any Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and the Borrower, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such Applicable Laws, and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclose the security interests granted in this Agreement may sell the Collateral as an entirety or such parcels as the Administrative Agent or such court may determine.

Power of Attorney. The Borrower hereby irrevocably appoints the Administrative Agent its true and lawful attorney (with full power of substitution) in its name, place and stead and at its expense, upon the occurrence and during the continuance of an Event of Default and deemed occurrence or declaration of the Maturity Date pursuant to Section 9.01(b), in connection with the enforcement of the rights and remedies provided for in this Article, including (i) to give any necessary receipts or acquittance for amounts collected or received hereunder, (ii) to make all necessary transfers of the Collateral in connection with any sale or other disposition made pursuant hereto, (iii) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, the Borrower thereby ratifying and confirming all that such attorney (or any substitute) shall lawfully do hereunder and pursuant hereto and (iv) to sign any agreements, orders or other documents in connection with or pursuant to any Basic Document. Nevertheless, if so requested by the Administrative Agent, directly or through a purchaser of any of the Collateral, the Borrower shall ratify and confirm any such sale or other disposition by executing and delivering to the Administrative Agent or such purchaser all proper bills of sale, assignments, releases and other instruments as may be designated in any such request. On the Closing Date, the Borrower and Regional Management shall deliver to the Administrative Agent a power of attorney in the form attached hereto as Exhibit F-1 and Exhibit F-2, respectively.

INDEMNIFICATION

Indemnities by the Borrower. Without limiting any other rights which the Administrative Agent, each Agent, each Lender or its assignee, the Backup Servicer, the Account Bank or any of their respective Affiliates may have hereunder or under Applicable Law, the Borrower hereby agrees to indemnify, protect, defend and hold harmless each such entity (each in its capacity as such and in its individual capacity) and each of their respective Affiliates and officers, directors, employees and agents thereof (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all damages, losses, claims, liabilities and related costs and expenses, including reasonable attorneys’ fees, expenses and disbursements (collectively, the “Indemnified Amounts”) awarded against or incurred by, any such Indemnified Party or other non-monetary damages of any such Indemnified Party in connection with, arising out of or as a result of this Agreement or the other Basic Documents, excluding, however, Indemnified Amounts to the extent resulting from the gross negligence, bad faith or willful misconduct on the part of such Indemnified Party (as determined by a court of competent jurisdiction). Without limiting the foregoing, the Borrower shall indemnify the Indemnified Parties for Indemnified Amounts relating to or resulting from:

any Receivable represented by the Borrower to be an Eligible Receivable which is not at the applicable time, an Eligible Receivable;

reliance on any representation or warranty made or deemed made by the Borrower, the Servicer, any of their respective Affiliates or any of their respective officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;

the failure by the Borrower or any other Regional Management Entity to comply with any term, provision or covenant contained in this Agreement or any other Basic Document or a failure by the Borrower or any Regional Management Entity to comply with any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Contract or Receivable, or the non-conformity of any Contract with any such Applicable Law and any failure by the Borrower or any other Regional Management Entity to perform its respective duties under the Contracts and Receivables included as part of the Collateral;

the failure to vest and maintain vested in the Administrative Agent a valid and enforceable first priority perfected security interest in any or all of the Collateral, except for Permitted Liens;

the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Law with respect to the Collateral, whether at the time of a Loan or at any subsequent time and as required by the Basic Documents;

any dispute, claim, offset or defense (other than the discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Receivable comprising a portion of the Collateral which is, or is purported to be, an Eligible Receivable (including a defense based on the Receivable not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms);

any failure by the Borrower or the Servicer to perform its duties or obligations in accordance with the provisions of this Agreement;

any products liability claim or personal injury or property damage suit or other similar or related claim or action of whatever sort arising out of or in connection with any Receivable;

the failure by the Borrower to pay when due any Taxes for which the Borrower is liable, including sales, excise or personal property taxes payable in connection with the Collateral;

any repayment by any Agent or a Secured Party of any amount previously distributed in reduction of the Loans Outstanding or payment of Interest, any obligation or any other amount due hereunder or under any Hedging Agreement, in each case which amount such entity believes in good faith is required to be repaid;

any litigation, proceeding or investigation (a) before any Governmental Authority (1) in respect of any Contract or Receivable, (2) relating to the use of the proceeds of the Loan or (3) related to this Agreement (A) that is not commenced by the Indemnified Party or (B) if so commenced, in which such Indemnified Party is not the prevailing party; provided, that no Indemnified Party shall be entitled to any indemnification for any item described in this clause resulting from such Indemnified Party's gross negligence or willful misconduct or (b) relating to or arising from the Basic Documents, the transactions contemplated hereby and thereby, the use of proceeds of the Loans by the Borrower or any other investigation, litigation or proceeding relating to the Borrower or the Servicer in which any Indemnified Party becomes involved as a result of any of the transactions contemplated by the Basic Documents;

the use of the proceeds of any Loan;

any failure by the Borrower to give reasonably equivalent value to Regional Management in consideration for the transfer by Regional Management to the Borrower of any of the Receivables and the related Collateral or any attempt by any Person to void or otherwise avoid any such transfer under any statutory provision or common law or equitable action, including any provision of any Insolvency Law;

the failure of the Borrower to remit to the Servicer Collections remitted to the Borrower in accordance with the terms hereof or the commingling by the Borrower of any Collections with other funds;

all reasonable and documented fees, costs and expense (including reasonable legal fees and expenses) incurred by any Lender, their respective Credit Providers or the

Administrative Agent in connection with entering into or giving or withholding any amendments or supplements or waivers or consents (including review and analysis thereof) with respect to the Basic Documents or any other document or instrument delivered pursuant hereto or thereto (whether or not the same is finally agreed to) if the same is requested by the Borrower or the Servicer, or is required or necessary under the Basic Documents; or

any and all civil penalties or fines assessed by OFAC against, and all reasonable costs and expenses (including attorneys' fees and disbursements) incurred in connection with the defense thereof by any Indemnified Party as a result of funding all or any portion of the Loan or the acceptance of payments or of Collateral due under the Basic Documents.

Any amounts subject to the indemnification provisions of Section 10.01 payable by the Borrower shall be paid solely pursuant to the provisions of Section 2.07 in the order and priority set forth therein.

Indemnities by the Servicer. Without limiting any other rights which the Indemnified Parties may have hereunder or under Applicable Law, the Servicer hereby agrees to indemnify the Indemnified Parties from and against any and all Indemnified Amounts awarded against or incurred by, any such Indemnified Party or other non-monetary damages of any such Indemnified Party relating to or arising from any of the following, excluding, however, Indemnified Amounts to the extent resulting from the gross negligence, bad faith or willful misconduct on the part of any Indemnified Party:

reliance on any representation or warranty made or deemed made by the Borrower, the Servicer, any of their respective Affiliates or any of their respective officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;

the failure by the Servicer to comply with (a) any term, provision or covenant contained in this Agreement or any other Basic Document or (b) any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Receivable, the non-conformity of any Receivable with any such Applicable Law and any failure by the Originator to perform its respective duties under the Receivables or (c) any Applicable Law in the operation of Regional Management;

any failure by the Servicer to perform any of its other duties or obligations in accordance with the provisions of this Agreement or any of the other Basic Documents;

the failure to vest and maintain vested in the Administrative Agent a valid and enforceable first priority perfected security interest in the Collateral;

the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Laws with respect to the Collateral, whether at the time of a Loan or at any subsequent time and as required by the Basic Documents;

any litigation, proceeding or investigation (a) before any Governmental Authority (1) in respect of any Receivable included as part of the Collateral, (2) relating to the use of the proceeds of the Loan or (3) related to this Agreement (A) that is not commenced by the Indemnified Party or (B) if so commenced, in which such Indemnified Party is not the prevailing party; provided, that no Indemnified Party shall be entitled to any indemnification for any item described in this clause resulting from such Indemnified Party's gross negligence or willful misconduct or (b) relating to or arising from the Basic Documents, the transactions contemplated hereby and thereby, the use of proceeds of the Loan by the Servicer or any other investigation, litigation or proceeding relating to the Borrower or the Servicer in which any Indemnified Party becomes involved as a result of any of the transactions contemplated by the Basic Documents;

entering into or giving or withholding any amendments or supplements or waivers or consents (including review and analysis thereof) with respect to the Basic Documents or any other document or instrument delivered pursuant hereto or thereto (whether or not the same is finally agreed to) if the same is requested by the Servicer, or is required or necessary under the Basic Documents;

any and all civil penalties or fines assessed by OFAC against, and all reasonable costs and expenses (including attorneys' fees and disbursements) incurred in connection with the defense thereof by any Indemnified Party as a result of funding all or any portion of the Loan or the acceptance of payments or of Collateral due under the Basic Documents; or

the commingling by the Servicer of any Collections with other funds.

Any amounts subject to the indemnification provisions of Section 10.01 payable by the Servicer, to the extent not promptly paid by the Servicer, shall be paid pursuant to the provisions of Section 2.07.

General Indemnity Provisions. Notwithstanding the foregoing, in no event shall any Indemnified Party be indemnified against any Taxes for which the Borrower was required to indemnify a Secured Party pursuant to Section 2.13 or, except as otherwise provided herein, (i) nonpayment by an Obligor of an amount due and payable with respect to a Contract or (ii) any loss in value of any Permitted Investment due to changes in market conditions or for other reasons beyond the control of the Borrower or the Servicer.

The indemnities expressly provided in this Article are cumulative and not exclusive of any rights or remedies which the Indemnified Parties would otherwise have pursuant to law or equity.

For the avoidance of doubt, Indemnified Amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any dispute, action, claim or suit) brought by an Indemnified Party of any indemnification or other obligation of the indemnifying party or other Person.

Applicability and Survival. The foregoing indemnities shall apply whether or not liabilities and costs set forth above are in any way or to any extent owed, in whole or in part, under any claim or theory of strict liability. The provisions of this Article shall survive the termination or

assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

THE ADMINISTRATIVE AGENT AND THE AGENTS

Authorization and Action.

Each Lender and each Secured Party (other than the Administrative Agent) hereby designates and appoints JPMorgan Chase Bank, N.A. (and JPMorgan Chase Bank, N.A. accepts such designation and appointment) as Administrative Agent hereunder, and authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms of this Agreement together with such powers as are reasonably incidental thereto. In performing its functions and duties hereunder, the Administrative Agent shall act solely as agent for the Secured Parties and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Borrower or any of its successors or assigns. The Administrative Agent shall not be required to take any action which exposes it to personal liability or which is contrary to this Agreement or Applicable Law. The appointment and authority of the Administrative Agent hereunder shall terminate on the Facility Termination Date.

Each Lender hereby irrevocably designates and appoints the related Agent as the agent of such Lender under this Agreement, and each such Lender irrevocably authorizes such Agent, as the agent for such Lender, to take such action on its behalf under the provisions of the Basic Documents and to exercise such powers and perform such duties thereunder as are expressly delegated to such Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto.

Notwithstanding any provision to the contrary elsewhere in this Agreement, neither the Administrative Agent nor any Agent (the Administrative Agent and each Agent being referred to in this Article as an "Agent") shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Administrative Agent or any Agent.

The Administrative Agent shall promptly distribute to each Agent (if such Agent or the Lender in its Lender Group are not otherwise required to receive such notice), who shall promptly distribute to each related Lender (if such Lender is not otherwise required to receive such notice) all notices, requests for consent and other information received by the Administrative Agent under this Agreement that are not also delivered to the Lenders.

The Administrative Agent shall promptly notify all Lenders in writing of any proposed consent, waiver, approval, vote or other action taken or to be taken by the Administrative Agent in such capacity under the Intercreditor Agreement (an "Intercreditor Action") within one (1) Business Day of the Administrative Agent actually receiving notice thereof, which notice shall include all information delivered to the Administrative Agent in such capacity under the Intercreditor Agreement. Notwithstanding any provision to the contrary in this Agreement or in any other Basic Document, all Intercreditor Actions shall be exercised by the Administrative Agent in such capacity solely at the written direction of the Required Lenders. For the avoidance of doubt,

the terms set forth in this Section 11.01(e) shall not be applicable to any other capacity in which JPMorgan Chase Bank, N.A. may serve under the Intercreditor Agreement (other than as Administrative Agent for the Secured Parties hereunder), including any action to be taken by JPMorgan Chase Bank, N.A. in such other capacity under the Intercreditor Agreement.

Delegation of Duties. Each Agent may execute any of its duties under any of the Basic Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Exculpatory Provisions. Neither any Agent nor any of its directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement (except for its, their or such Person's own gross negligence or willful misconduct or, in the case of any Agent, the breach of its obligations expressly set forth in this Agreement) or (ii) responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower, the Servicer, Regional Management, the Backup Servicer contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement or any other Basic Document to which it is a party for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article Four. No Agent shall be under any obligation to any Secured Party to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement, or to inspect the properties, books or records of the Borrower. No Agent shall be deemed to have knowledge or notice of the occurrence of any breach of this Agreement or the occurrence of any Event of Default, Unmatured Event of Default, Facility Amortization Event or Servicer Termination Event unless it has received written notice thereof from the Borrower, the Servicer or a Secured Party.

Reliance.

Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, written statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Agent), independent accountants and other experts selected by such Agent.

Each Agent shall be fully justified in failing or refusing to take any action under any of the Basic Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by, in the case of (i) the Administrative Agent, the Lenders or by the Committed Lenders or (ii) an Agent, the Lenders or by the Committed Lenders in its Lender Group, against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of the Required Lenders (or their Agents), and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lenders.

Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of (i) Owners in its Lender Group having Invested Percentages aggregating greater than 66 2/3% of the aggregate Invested Percentages of all Owners in such Lender Group and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 66 2/3% of the aggregate Commitments of all Committed Lenders in such Lender Group, and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lender in such Lender Group.

In the event the Administrative Agent receives notice of the occurrence of any breach of this Agreement or the occurrence of any Event of Default, Unmatured Event of Default, Facility Amortization Event or Servicer Termination Event from the Borrower, the Servicer or any Lender, referring to this Agreement and describing such event, it shall promptly give notice thereof to each Agent, and in the event any Agent receives such a notice, it shall promptly give notice thereof to the Lenders in its Lender Group. The Administrative Agent shall take such action with respect to such event as shall be reasonably directed by the Required Lenders, and each Agent shall take such action with respect to such event as shall be reasonably directed by (i) Owners in its Lender Group having Invested Percentages aggregating greater than 66 2/3% of the aggregate Invested Percentages of all Owners in such Lender Group and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 66 2/3% of the aggregate Commitments of all Committed Lenders in such Lender Group; provided that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such event as it shall deem advisable in the best interests of the Lenders or of the Lenders in its Lender Group, as applicable.

Non-Reliance on Administrative Agent and Other Lenders. Each Lender expressly acknowledges that no Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of the Borrower, Regional Management, the Servicer, any Originator or the Backup Servicer shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of and investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer and the Receivables and made its own decision to purchase its interest in the Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis, appraisals and decisions in taking or not taking action under any of the Basic Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer and the Receivables. Except for notices, reports and other documents received

by an Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower, the Servicer, Regional Management, each Originator, the Backup Servicer or the Receivables which may come into the possession of such Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

Indemnification. The Committed Lenders (i) agree to indemnify the Administrative Agent in its capacity as such (without limiting the obligation (if any) of the Borrower or the Servicer to reimburse the Administrative Agent for any such amounts), ratably according to their respective Commitments (or, if the Commitments have terminated, Invested Percentages of the Loans Outstanding) and (ii) in each Lender Group agree to indemnify the Agent for such Lender Group in its capacity as such (without limiting the obligation (if any) of the Borrower and the Servicer to reimburse such Agent for any such amounts), ratably according to their respective Commitments (or, if the Commitments have terminated, Invested Percentages of the Loans Outstanding), in each case from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including at any time following the payment of the obligations under this Agreement, including the Loans Outstanding) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of this Agreement, or any documents contemplated by or referred to herein or the transactions contemplated hereby or any action taken or omitted by the Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of an Agent resulting from its own gross negligence or willful misconduct. The provisions of this Section shall survive the payment of the Obligations under this Agreement, including the Loans Outstanding, the termination of this Agreement, and any resignation or removal of the applicable Agent.

Each Agent in its Individual Capacity. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower and any other party to a Basic Document as though it were not an Agent hereunder. In addition, the Lenders acknowledge that one or more Persons which are Agents may act (i) as administrator, sponsor or agent for one or more Conduit Lenders and in such capacity act and may continue to act on behalf of each such Conduit Lender in connection with its business, and (ii) as the agent for certain financial institutions under the liquidity and credit enhancement agreements relating to this Agreement to which any one or more Conduit Lenders is party and in various other capacities relating to the business of any such Conduit Lender under various agreements. Any such Person, in its capacity as Agent, shall not, by virtue of its acting in any such other capacities, be deemed to have duties or responsibilities hereunder or be held to a standard of care in connection with the performance of its duties as an Agent other than as expressly provided in this Agreement. Any Person which is an Agent may act as an Agent without regard to and without additional duties or liabilities arising from its role as such administrator or agent or arising from its acting in any such other capacity. None of the provisions to this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Successor Agents. The Administrative Agent may resign as Administrative Agent upon ten days' written notice to the Lenders, each Agent and the Borrower with such resignation becoming effective upon a successor agent succeeding to the rights, powers and duties of the Agent pursuant to this Section. If the Administrative Agent shall resign as Administrative Agent under this Agreement, then the Required Lenders shall appoint a successor administrative agent, which may be a lender. Any Agent may resign as Agent upon ten days' notice to the Lenders in its Lender Group, the Administrative Agent and each other Agent and the Borrower with such resignation becoming effective upon a successor agent succeeding to the rights, powers and duties of the Agent pursuant to this Section. If an Agent shall resign as Agent under this Agreement, then (i) Owners in its Lender Group having Invested Percentages aggregating greater than 66 2/3% of the aggregate Invested Percentages of all Owners in such Lender Group, and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 66 2/3% of the aggregate Commitments of all Committed Lenders in such Lender Group shall appoint from among the Committed Lenders (other than the Conduit Lenders) in such Lender Group a successor agent for such Lender Group. Any successor administrative agent or agent shall succeed to the rights, powers and duties of resigning Agent, and the term "Administrative Agent" or "Agent," as applicable, shall mean such successor administrative agent or agent effective upon its appointment, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement. After the retiring Agent's resignation as Agent, the provisions of this Article shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

Borrower, Servicer Reliance. For all purposes under this Agreement, the Borrower and the Servicer may conclusively rely on written consent, approval or waiver from the Administrative Agent as consent, approval or waiver, respectively, of the Required Lenders.

Certain ERISA Matters. (a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

1. (i) such Lender is not using "plan assets" (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments, or this agreement,
2. (ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

3. (iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement, or

4. (iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

5. (b) In addition, unless either (1) clause (i) in the immediately preceding clause (a) is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with clause (iv) in the immediately preceding clause (a), such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Administrative Agent and not, for the avoidance of doubt, to or for the benefit of the Borrower, that the Administrative Agent is not a fiduciary with respect to the assets of such Lender involved in such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Administrative Agent under this Agreement, any Basic Document or any documents related hereto or thereto).

ASSIGNMENTS; PARTICIPATIONS

Assignments and Participations.

Each Lender agrees that each Loan or interests therein owned by such Lender pursuant to this Agreement will be acquired for investment only and not with a view to any public distribution thereof, and that such Lender will not offer to sell or otherwise dispose of the Loans or the interest therein so acquired by it (or any interest therein) in violation of any of the registration requirements of the Securities Act or any applicable State securities laws. Each Lender hereby confirms and agrees that, in connection with any syndication, offering, transfer or sale by it of any interest in the Loans, such Lender has not engaged and will not engage in a general solicitation or general advertising.

Each Lender may upon at least ten days' notice (or in the case of an assignment to an Eligible Assignee satisfying clause (ii) of the definition of the term "Eligible Assignee", prompt notice following such assignment) to the Administrative Agent and the Agents, assign to one or more banks or other entities all or a portion of its rights and obligations under this Agreement; provided, however, that (i) each such assignment shall be of a constant, and not a varying percentage of all of the assigning Lender's rights and obligations under this Agreement, (ii) the amount of the Commitment of the assigning Lender being assigned pursuant to each such assignment, (iii) each such assignment shall be to an Eligible Assignee and in the case of an assignment by a Committed Lender at any time its Commitments remain outstanding, such Eligible Assignee shall agree to the Commitment of such Committed Lender hereunder, (iv) the parties to each such assignment shall execute and deliver to the Administrative Agent and the Agent for the related Group an Assignment and Acceptance, (v) the parties to each such assignment shall have agreed to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including the reasonable fees and disbursements of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with such assignment, (vi) each Person that becomes a Lender under an Assignment and Acceptance shall agree to be bound by the confidentiality provisions of Article Thirteen and (vii) there shall be no increased costs, expenses or Taxes incurred by the Administrative Agent or the Lenders upon assignment or participation. Upon such execution, delivery and acceptance and the recording by the Administrative Agent, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified therein, (i) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (ii) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

By executing and delivering an Assignment and Acceptance, the Lender assignor thereunder and the assignee thereunder confirm to and agree with each other and the other parties

hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assignee confirms that it has received a copy of this Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) such assignee will, independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (iv) such assigning Lender and such assignee confirm that such assignee is an Eligible Assignee; (v) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

The Administrative Agent, acting solely for this purposes as an agent of the Borrower, shall maintain a copy of each Assignment and Acceptance delivered to and accepted by it pursuant to Section 12.01(b) and a register for the recordation of the names and addresses of each Lender, the Commitment of each Lender Group and the Principal Amount (and stated interest thereon) of each Loan made by each Lender Group from time to time (the "Lender Register"). The entries in the Lender Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower and the Lenders shall treat each Person whose name is recorded in the Lender Register as a Lender hereunder for all purposes of this Agreement. The Lender Register shall be available for inspection by the Borrower, the Backup Servicer, the Account Bank and any Agent or Lender at any reasonable time and from time to time upon reasonable prior notice. Neither the Backup Servicer nor the Account Bank shall be responsible for independently determining whether any Person is a Lender or if the required percentage of Lenders constituting the Required Lenders has been met in connection with any action or omission by any of such Persons hereunder. For all purposes hereunder or under any other Basic Document, the Backup Servicer and the Account Bank shall be entitled to rely conclusively, without investigation, on the Lender Register, or other written statements of the Administrative Agent, to determine whether (i) any Person is a Lender or (ii) the required percentage of Lenders constituting the Required Lenders has been met in connection with any such action or omission.

Subject to the provisions of Section 12.01(a), upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed, accept such Assignment and Acceptance, and the Administrative Agent shall then record the information contained therein in the Lender Register.

Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and each Loan owned by it); provided, however, that (i) such Lender's obligations under this Agreement (including its Commitment hereunder) shall remain unchanged, (ii) such

Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Administrative Agent, each Agent, the other Lenders and the other parties hereto shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Notwithstanding anything herein to the contrary, each participant shall have the rights of a Lender (including any right to receive payment) under Sections 2.12 and 2.13 (subject to the requirements and limitations therein, it being understood that the documentation required under Sections 2.13(d) and 2.13(e) shall be delivered to the participating Lender); provided, however, that no participant shall be entitled to receive payment under either such Section in excess of the amount that would have been payable under such Section by the Borrower to the Lender granting its participation had such participation not been granted, except to the extent such entitlement to receive a greater payment results from a change in Applicable Law that occurs after such participant acquired the applicable participation. With respect to any participation described in this Section, the participant's rights as set forth in the agreement between such participant and the applicable Lender to agree to or to restrict such Lender's ability to agree to any modification, waiver or release of any of the terms of this Agreement or to exercise or refrain from exercising any powers or rights which such Lender may have under or in respect of this Agreement shall be limited to the right to consent to any of the matters set forth in Section 12.01.

Each Lender that sells a participation shall, acting solely for this purpose as a non-fiduciary agent of the Borrower, maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any Commitment or Loan, letter of credit or its other obligations under this Agreement) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, neither the Administrative Agent (in its capacity as Administrative Agent) nor any Agent (in its capacity as Agent) shall have any responsibility for maintaining a Participant Register.

Nothing herein shall prohibit any Lender from pledging or assigning as collateral any of its rights under this Agreement to (i) any Federal Reserve Bank or any other Governmental Authority in accordance with Applicable Law, (ii) any Lender, any Agent or the Administrative Agent or any Affiliate thereof in connection with any financing or repurchase agreement entered into by such Lender or (iii) a collateral trustee or security agent for holders of commercial paper and, in each case, any such pledge or Collateral assignment may be made without compliance with Section 12.01(a) or 12.01(b). Furthermore, nothing herein shall prohibit or limit the ability of any Conduit Lender to sell or assign all or any portion of its Loans (or interests therein) to its Credit Providers (or to an agent on its or their behalf) pursuant to Liquidity Facilities with respect to such Conduit Lender.

Notwithstanding the foregoing, the Conduit Lenders in any Lender Group may assign their rights, obligations and interests related to any Loan to any other Conduit Lender in such Conduit Lender's Lender Group without providing any notice to the Borrower or the Administrative Agent and without providing any Assignment and Acceptance to the Administrative Agent. Each Agent shall maintain a register for the recordation of the Commitment of each Lender in its Lender Group and the Principal Amount (and stated interest thereon) of each Loan made by each Lender in its Lender Group from time to time (the "Group Register") and shall update its Group Register to reflect any assignments described in the immediately preceding sentence. Upon its receipt of an Assignment and Acceptance executed by an assigning Conduit Lender and an assignee Conduit Lender pursuant to Section 12.01(b), the Agent for such Conduit Lenders' Lender Group shall accept such Assignment and Acceptance and such Agent shall then record the information contained therein in the Group Register. The Agent of each Lender Group shall keep records of the Loans held by each member of its Lender Group and shall provide notice thereof to the Administrative Agent or the Borrower upon request.

Collateral Assignments By Lender. Notwithstanding anything to the contrary set forth herein, and without any requirement to comply with any other section hereof or to receive the consent of Borrower or any other Person (except as expressly set forth in this Section 12.02), each Lender may, at any time, pledge, collaterally assign and grant a security interest in and Lien on all or any portion of its rights and interests under this Agreement, any other Basic Document, its Loan (or any portion thereof) and all rights to receive payments hereunder: (i) to any Federal Reserve Bank or any other Governmental Authority in accordance with any applicable Requirements of Law, (ii) to any collateral trustee or collateral agent of a Federal Reserve Bank or Governmental Authority, or to any other collateral trustee or collateral agent with the prior written consent of the Borrower, and (iii) with the prior written consent of the Administrative Agent and the Borrower, such consent not to be unreasonably withheld (but subject to satisfaction of "know your customer" requirements of the Administrative Agent), to any other Person. No such assignment shall relieve the assigning Lender of any of its obligations hereunder, including, without limitation, with respect to any Committed Lender, its Commitment to fund Loans.

MUTUAL COVENANTS REGARDING CONFIDENTIALITY

Covenants of the Borrower, the Servicer, and the Backup Servicer. Each of the Borrower, the Servicer, and the Backup Servicer, severally and with respect to itself only, covenants and agrees to hold in confidence, and not disclose to any Person, the terms of this Agreement (including any fees payable in connection with this Agreement or the identity of the Lenders under this Agreement), except as the Administrative Agent or any such Lender may have consented to in writing prior to any proposed disclosure and except that it may disclose such information (i) to its Advisors, officers, directors, employees, lenders, investors, potential investors, agents, auditors, subservicers or representatives, (ii) to the extent such information has become available to the public other than as a result of a disclosure by or through the Borrower, the Servicer, or the Backup Servicer or (iii) to the extent it should be (a) required by Applicable Law (including filing a copy of this Agreement and the other Basic Documents (other than any fee related letters)) as exhibits to filings required to be made with the SEC, or in connection with any legal or regulatory proceeding, (b) requested by any Governmental Authority to disclose such information or (c) requested by any nationally recognized statistical rating organization; provided, that, in the case of clause (iv)(a), the Borrower, the Servicer and the Backup Servicer, as applicable, will (unless otherwise prohibited by Applicable Law) notify the Administrative Agent and the Lenders of its intention to make any such disclosure prior to making such disclosure. The provisions of this Section 13.01 shall survive for two years following the termination of this Agreement.

Covenants of the Administrative Agent, the Agents, the Lenders and the Backup Servicer.

Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer, and any Successor Servicer covenants and agrees that it will not disclose any of the Confidential Information now or hereafter received or obtained by it without the Borrower's prior written consent; provided, however, that it may disclose any such Confidential Information (i) in connection with participations and assignments pursuant to Section 12.01, including to potential third party participants and assignees, (ii) to those of its officers, directors, employees, lenders, potential lenders, investors, potential investors, dealers, hedge counterparties, potential counterparties, agents, counsel, accountants, auditors, subservicers, Advisors or representatives directly involved in the transactions contemplated by the Basic Documents who need to know such information for the purpose of assisting it in connection with the transactions contemplated by the Basic Documents or the financing thereof (provided, for so long as no Event of Default or Facility Amortization Event has occurred and is continuing, the Collection Policy shall not be disclosed to such person if such person is a Direct Competitor), (iii) to any nationally recognized statistical rating organization (within the meaning of the Exchange Act), including in compliance with Rule 17g-5 thereunder (or any similar rule or regulation in any relevant jurisdiction) or that is then rating the commercial paper notes issued by or on behalf of a Conduit Lender or other debt obligations of a Conduit Lender or its Affiliates, (iv) to any hedge counterparty and (v) to the extent it should be (a) required by Applicable Law (including filing a copy of this Agreement and the other Basic Documents (other than any fee related letters)) as exhibits to filings required to be made with the SEC, or in connection with any legal or regulatory proceeding or (b) requested by any Governmental Authority to disclose such information; provided, that, in the case of clause (v)(a), the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor

Servicer, as applicable, will use all reasonable efforts to request that confidentiality is maintained and to use reasonable efforts to, unless otherwise prohibited by Applicable Law, promptly notify the Borrower of its intention to make any such disclosure. Confidential Information may not be provided to prospective participants or assignees before the execution of an Assignment and Acceptance, unless such Confidential Information is covered under a separate confidentiality agreement between the assigning Lender and such prospective participant or assignee.

Each of the Backup Servicer and any Successor Servicer acknowledges and understands that the Confidential Information may contain “nonpublic personal information” as that term is defined in Section 6809(4) of the Gramm-Leach-Bliley Act (the “Act”), and each of the Backup Servicer and any Successor Servicer, and each of its employees, Affiliates, directly involved in the transaction contemplated by the Basic Documents, agrees that it (i) shall comply with applicable laws and regulations regarding the privacy or security of “nonpublic personal information” as that term is defined in Section 509(4) of the Act, (ii) shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the “nonpublic personal information” of the “customers” and “consumers” (as those terms are defined in the Act) of the Regional Entities which party may hold, (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information, (iii) shall promptly notify the Regional Entities in writing upon becoming aware of any actual breach of the security, confidentiality, or integrity of nonpublic personal information received hereunder, and (iv) shall maintain such nonpublic personal information received hereunder in accordance with the Act and other applicable federal and state privacy laws.

Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer agrees that it will advise its Affiliates to whom it provides Confidential Information of the confidential nature of such information and that it shall direct its Affiliates to comply with the terms of this Article Fourteen applicable to the Administrative Agent, each Agent, each Lender, the Backup Servicer or any Successor Servicer, as applicable.

Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer, and any Successor Servicer acknowledges and agrees that any Confidential Information provided to it, in whatever form, is the sole property of the Borrower and Regional Management. Neither such Person nor its Affiliates or Advisors shall use any of the Confidential Information now or hereafter received or obtained from or through the Borrower, Regional Management or any of their respective Affiliates for any purpose other than for purposes of engaging in, or as otherwise contemplated by, the transactions contemplated by the Basic Documents. The Administrative Agent, each Lender, the Backup Servicer and any Successor Servicer agree that if the Borrower and/or Regional Management should request in writing that it destroy or return the Confidential Information, it shall, at its option, return or destroy such Confidential Information; provided that it shall be permitted to retain only that portion of the Confidential Information, in accordance with the confidentiality obligations specified in this Agreement, that is necessary (i) for purposes of documenting any due diligence review performed by it in connection with this Agreement and (ii) to comply with any Applicable Laws or the internal document retention policies of the Administrative Agent, any Agent, any Lender, the Backup Servicer or any Successor Servicer.

Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer, or any Successor Servicer acknowledges that all Confidential Information is considered to be proprietary and of competitive value, and in many instances trade secrets. Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer agrees that because of the unique nature of the Confidential Information any breach of this Agreement may cause the Borrower, Regional Management and their respective Affiliates irreparable harm and money damages and other remedies available at law in the event of a breach may not be adequate to compensate the Borrower, Regional Management and their Affiliates for any such breach. Accordingly, each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer acknowledges and agrees that the Borrower, Regional Management and their respective Affiliates shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance, as a remedy for any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available to the Borrower, Regional Management and their respective Affiliates whether at law or in equity.

If the Administrative Agent, any Lender, the Backup Servicer and any Successor Servicer, or any of their respective Affiliates or Advisors are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information (including the fact that discussions or negotiations took place with respect to the transactions contemplated by the Basic Documents), the related entity shall promptly notify the Borrower and Regional Management in writing (unless such notification is prohibited by Applicable Law) of such requirement so that the Borrower and/or Regional Management, at their sole cost and expense, may seek a protective order or other appropriate remedy. The Administrative Agent, each Lender, the Backup Servicer and any Successor Servicer may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that it is legally compelled to disclose; provided that it agrees to use reasonable efforts, at the sole cost and expense of the Borrower and Regional Management, to obtain assurance that confidential treatment will be accorded such Confidential Information by the person or persons to whom it was disclosed.

Notwithstanding the foregoing, it is understood that the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer or their Affiliates may be required to disclose (and may so disclose) the Confidential Information or portions thereof at the request of a Governmental Authority or in connection with an examination of it or its Affiliates by a Governmental Authority, including in connection with the regulator compliance policy of Administrative Agent, any Agent, any Lender, the Backup Servicer and any Successor Servicer. No notice shall be required in connection with any disclosures made pursuant to any request or examination by any Governmental Authority.

It is understood and agreed that no failure or delay by the Servicer, the Borrower, the Backup Servicer, the Successor Servicer, the Administrative Agent, any Agent or any Lender in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

The provisions of this Section 13.02 shall survive for two years following the termination of this Agreement.

Non-Confidentiality of Tax Treatment and Tax Structure. Notwithstanding anything to the contrary contained herein or in any document related to the transactions contemplated hereby, in connection with Treasury Regulations Section 1.6011-4, Section 301.6111-1T and Section 301.6112-1, the parties hereby agree that, from the commencement of discussions with respect to the transactions described herein, each party hereto (and each of its employees, representatives, Advisors, Affiliates or agents) is permitted to disclose to any and all persons of any kind, the tax treatment, tax structure and other relevant tax aspects of the transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to each such party related to such treatment, structure and tax aspects. In this regard, each party hereto acknowledges and agrees that this disclosure of the treatment, structure or tax aspects of the transactions is not limited in any way by an express or implied understanding or agreement, oral or written (whether or not such understanding or agreement is legally binding). Furthermore, each party hereto acknowledges and agrees that it does not know or have reason to know that its use or disclosure of information relating to the tax treatment, tax structure or other relevant tax aspects of the transactions is limited in any manner (such as where the transactions are claimed to be proprietary or exclusive) for the benefit of any other Person.

MISCELLANEOUS

Amendments and Waivers.

No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Event of Default, Unmatured Event of Default or Facility Amortization Event, regardless of whether the Administrative Agent, any Agent or any Lender may have had notice or knowledge of such Event of Default, Unmatured Event of Default or Facility Amortization Event at the time.

Neither this Agreement nor any provision hereof may be amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Administrative Agent with the consent of the Required Lenders. The Servicer shall provide a copy of each such proposed amendment, waiver or other modification to each Hedge Counterparty and each Rating Agency, if any. Notwithstanding the foregoing, no such agreement shall, without the written consent of each Lender:

amend any provision of Section 2.07,

amend any provision of Schedule B,

change any provision of this Section or the definition of “Required Lenders”, “Event of Default,” “Facility Amortization Event” or “Servicer Termination Event”, or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder,

amend or change the definition of “Advance Rate”, “Borrowing Base”, “Borrowing Base Deficiency”, “Annualized Charge-off Ratio”, “Concentration Limits”, “Level I Trigger Event”, “Level II Trigger Event”, “Level III Trigger Event”, “Monthly Principal Amount” or “Reserve Account Required Amount”.

reduce the principal or the rate of interest on the Loans or any fees or other amounts payable hereunder or under any other Basic Document;

provided further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Account Bank or the Backup Servicer hereunder without the prior written consent of

the Account Bank or the Backup Servicer, as the case may be (which consent shall not be unreasonably withheld or delayed); provided further, that the Fee Letter may only be amended, or rights or privileges thereunder waived, in writing executed by the parties thereto and with the written consent of the Required Lenders.

No amendment, waiver or other modification which could have a material adverse effect on the rights or obligations of any Hedge Counterparty shall be effective against such Hedge Counterparty without the prior written agreement of such Hedge Counterparty. Notwithstanding the foregoing, if an Agent determines that it is necessary to establish an alternate rate of interest to the applicable Benchmark pursuant to Section 2.18, the Administrative Agent, the Lenders in the related Lender Group and the Borrower shall enter into an amendment to this Agreement to reflect such alternate rate of interest and such other related changes to this Agreement as may be applicable, and the Administrative Agent may make Benchmark Replacement Conforming Changes in accordance with Section 2.18(c).

Neither this Agreement nor any provision hereof may be waived except pursuant to an agreement or agreements in writing entered into by the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall, without the written consent of each Lender waive any condition set forth in Section 4.01; provided further, that no such agreement shall waive the rights or duties of the Account Bank, the Backup Servicer or the Hedge Counterparty hereunder without the prior written consent of the Account Bank, the Backup Servicer or the Hedge Counterparty, as the case may be.

The Borrower shall promptly deliver to the Account Bank, the Backup Servicer and the Hedge Counterparty an executed copy of any amendment, waiver or modification under this Section. In executing any amendment to this Agreement, the Backup Servicer and the Account Bank shall be entitled to receive (i) an Officer's Certificate of the Borrower stating that the execution of such amendment is authorized or permitted by this Agreement and that all conditions precedent thereto have been satisfied, and (ii) written direction from the Borrower and the Administrative Agent (on behalf of the Secured Parties).

All fees, costs and expenses (including reasonable attorneys' fees, costs and expenses) incurred in connection with any amendment, supplement or waiver shall be payable by the Borrower.

Notices, Etc. All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including communication by facsimile copy) and e-mailed, mailed, transmitted or delivered, as to each party hereto, at its address set forth under its name on the signature pages hereof or specified in such party's Assignment and Acceptance or at such other address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective, upon receipt, or in the case of notice by (i) mail, five days after being deposited in the United States mail, first class postage prepaid, (ii) e-mail and facsimile copy, when electronic communication of receipt is obtained or (iii) overnight courier, one Business Day after being deposited with such overnight courier service, except that notices and communications pursuant to Article Two shall not be effective until received with respect to any notice sent by mail, telecopier or e-mail.

No Waiver, Rights and Remedies. No failure on the part of the Administrative Agent, any Agent or any Secured Party or any assignee of any Secured Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Servicer, the Backup Servicer, each Agent, the Secured Parties and their respective successors and permitted assigns and, in addition, each Hedge Counterparty shall be an express third-party beneficiary of this Agreement.

Term of this Agreement. This Agreement shall remain in full force and effect until the Facility Termination Date; provided, however, that the rights and remedies with respect to any breach of any representation and warranty made or deemed made by the Borrower pursuant to Article Five and the indemnification and payment provisions, including those of Article Eleven, the provisions of Section 14.10 and any other provision of this Agreement expressly stated to survive, shall be continuing and shall survive any termination of this Agreement or the assignment, resignation or removal by or of the applicable parties hereto.

GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF OBJECTION TO VENUE. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PROVISIONS (OTHER THAN §5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). EACH OF THE PARTIES HERETO HEREBY AGREES TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, LOCATED IN THE BOROUGH OF MANHATTAN AND THE FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW YORK IN THE BOROUGH OF MANHATTAN. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER IN ANY OF THE AFOREMENTIONED COURTS AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

WAIVER OF JURY TRIAL. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. INSTEAD, ANY SUCH DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

Costs and Expenses. In addition to the rights of indemnification granted to the Indemnified Parties under Article Eleven, the Borrower agrees to pay on demand all reasonable costs and

expenses of each Agent, the Secured Parties, the Backup Servicer and the Account Bank incurred in connection with the administration (including periodic auditing), amendment or modification of, or any waiver or consent issued in connection with, this Agreement, the other Basic Documents and the other documents to be delivered hereunder or in connection herewith, including the reasonable fees and disbursements of counsel for each Agent, the Secured Parties, the Backup Servicer and the Account Bank with respect thereto and with respect to advising such entities as to their respective rights and remedies under this Agreement and the other documents to be delivered hereunder or in connection herewith, and all costs and expenses, if any (including reasonable counsel fees and expenses), incurred by such entities in connection with the enforcement of this Agreement and the other documents to be delivered hereunder or in connection herewith.

No Insolvency Proceedings.

Notwithstanding any prior termination of this Agreement, no Secured Party or the Backup Servicer shall, prior to the date which is one year and one day after the final payment of the Aggregate Unpaid, petition, cooperate with or encourage any other Person in petitioning or otherwise invoke the process of any Governmental Authority for the purpose of commencing or sustaining an Insolvency Proceeding against the Borrower under any United States federal or State Insolvency Laws or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Borrower or any substantial part of its property or ordering the winding up or liquidation of the affairs of the Borrower.

Notwithstanding any prior termination of this Agreement, each party to this Agreement hereby agrees that it shall not institute against, or join any other person in instituting against, any Conduit Lender any Insolvency Proceeding, for one year and one day after the latest maturing Commercial Paper Note and other debt security issued by such Conduit Lender is paid.

The provisions of this Section shall survive the termination of this Agreement.

Recourse Against Certain Parties.

No recourse under or with respect to any obligation, covenant or agreement (including the payment of any fees or any other obligations) of each Agent, any Secured Party, the Backup Servicer, the Account Bank, Regional Management, or the Borrower as contained in this Agreement or any other agreement, instrument or document entered into by it pursuant hereto or in connection herewith shall be had against manager or administrator of such Person or any incorporator, Affiliate, stockholder, officer, employee or director of such Person or of any such manager or administrator, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that the agreements of the Agents, any Secured Party, the Backup Servicer and the Account Bank contained in this Agreement and all of the other agreements, instruments and documents entered into by it pursuant hereto or in connection herewith are, in each case, solely the corporate obligations of such Person, and that no personal liability whatsoever shall attach to or be incurred by any administrator of any such Person or any incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, as such, or any other of them, under or by reason of any of the obligations, covenants or agreements of such Person

contained in this Agreement or in any other such instruments, documents or agreements, or that are implied therefrom, and that any and all personal liability of every such administrator of such Person and each incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, or any of them, for breaches by such Person of any such obligations, covenants or agreements, which liability may arise either at common law or at equity, by statute or constitution, or otherwise, is hereby expressly waived as a condition of and in consideration for the execution of this Agreement.

Each of the parties to this Agreement hereby (i) acknowledges and agrees that no Conduit Lender shall have any obligation to pay any amounts under this Agreement unless and until such Conduit Lender shall have received such amounts in respect of its Loans and (ii) agrees that no Conduit Lender shall have any obligation to pay any amounts constituting fees, a reimbursement for expenses, or indemnities (collectively, "Expense Claims"), and such Expense Claims shall not constitute a claim (as defined in Section 101 of Title 11 of the Bankruptcy Code or any similar law under another jurisdiction) against any Conduit Lender, unless or until such Conduit Lender has received amounts sufficient to pay such Expense Claims from amounts received by it in respect of its Loans and such amounts are not required to pay its indebtedness for borrowed money.

The provisions of this Section shall survive the termination of this Agreement.

No claim may be made by the Borrower, the Servicer or any of their Affiliates or any other Person against the Administrative Agent, any Agent, any Lender, the Backup Servicer, the Account Bank, or any of their Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages (including lost profits) arising out of or related to the transactions contemplated by this Agreement, and each of the Borrower and the Servicer, to the extent permitted by Applicable Law, hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

AML Law Compliance. Each of the Administrative Agent, the Backup Servicer and the Account Bank hereby notify the Borrower and the Servicer that pursuant to the laws, regulations and executive orders of the United States or any state or political subdivision thereof as are in effect from time to time applicable to financial institutions relating to the funding of terrorist activities and money laundering, including without limitation the Patriot Act and regulations promulgated by the Office of Foreign Asset Control (collectively, "AML Law"), it, and each other Lender, may be required to obtain, verify and record information that identifies the Borrower or the Servicer, which information includes the name and address of the such party, organizational documentation, director and shareholder information, and other information that will allow the Administrative Agent, each Agent, the Backup Servicer, the Account Bank and each Lender to identify such entity in accordance with the AML Law (and the Borrower and the Servicer agree to provide any such necessary information). This notice is given in accordance with the requirements of the AML Law and is effective for the Administrative Agent, each Agent, the Backup Servicer, the Account Bank and each Lender.

Execution in Counterparts; Severability; Integration. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall

constitute one and the same agreement. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings other than any fee letter contemplated hereby. The words "execution," "signed," "signature," "delivery," and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity, admissibility in evidence or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act (collectively, "Signature Law"). Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any electronic signature or faxed, scanned, or photocopied manual signature of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. Notwithstanding the foregoing, with respect to any notice provided for in this Agreement or any instrument required or permitted to be delivered hereunder, any party hereto receiving or relying upon such notice or instrument shall be entitled to request execution thereof by original manual signature as a condition to the effectiveness thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings and authentication of certificates when required under the UCC or other Signature Law due to the character or intended character of the writings.

Intercreditor Agreement. The parties hereto acknowledge the existence of the Intercreditor Agreement and that certain rights of the parties (other than the Account Bank and the Backup Servicer (other than if it becomes the Successor Servicer) may be subject to the provisions thereof.

Third Party Beneficiary. The 2021-1C SUBI Trustee shall be a third party beneficiary of this Agreement for purposes of amounts owed to it by the Borrower from time to time in accordance with Section 2.07 and subject to the other terms of this Agreement.

JPMorgan CP Rate.

JPMorgan hereby notifies the Borrower, the Servicer and each other party hereto that (i) JPMorgan and/or its Affiliates may from time to time purchase, hold or sell, as principal and/or agent, Commercial Paper issued by the JPMorgan Conduit Lender, (ii) JPMorgan and/or its Affiliates act as administrative agent for the JPMorgan Conduit Lender, and as administrative agent JPMorgan manages the JPMorgan Conduit Lender's issuance of Commercial Paper, including the selection of amount and tenor of Commercial Paper issuance and the discount or interest rate applicable thereto, (iii) JPMorgan and/or its Affiliates act as a Commercial Paper dealer for the JPMorgan Conduit Lender and (iv) JPMorgan's activities as administrative agent and Commercial Paper dealer for the JPMorgan Conduit Lender, and as a purchaser or seller of

Commercial Paper, affect the interest or discount rate applicable to the Commercial Paper issued by the JPMorgan Conduit Lender, which affect the CP Rate paid by the Borrower hereunder.

By execution of this Agreement, each of the Borrower, the Servicer and each other party hereto hereby (i) acknowledges the foregoing and agrees that JPMorgan does not warrant or accept any responsibility for, and shall not have any liability with respect to the interest or discount rate paid by the JPMorgan Conduit Lender in connection with its Commercial Paper issuance, (ii) acknowledges that the discount or interest rate at which JPMorgan and/or its Affiliates purchase or sell Commercial Paper will be determined by JPMorgan and/or its Affiliates in their sole discretion and may differ from the discount or interest rate applicable to comparable transactions entered into by JPMorgan and/or its Affiliates on the relevant date and (iii) waives any conflict of interest arising by reason of JPMorgan and/or its Affiliates acting as administrative agent and Commercial Paper dealer for the JPMorgan Conduit Lender while acting as purchaser or seller of Commercial Paper.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES V, LLC,
as Borrower

By:

Name: Harpreet Rana
Title: Executive Vice President and
Chief Financial Officer

Address for Notices:
979 Batesville Road
Suite B
Greer, SC 29651
Attention: Harpreet Rana
Email: xxx@regionalmanagement.com

REGIONAL MANAGEMENT CORP.,
as Servicer

By:

Name: Harpreet Rana
Title: Executive Vice President and
Chief Financial Officer

Address for Notices:
979 Batesville Road
Suite B
Greer, SC 29651
Attention: Harpreet Rana
Email: xxx@regionalmanagement.com

Signature Page to JPM Credit Agreement (Regional Management)

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By:

Name:

Title:

Address for Notices:

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: xxx@jpmorgan.com
xxx@jpmorgan.com
xxx@jpmorgan.com
Telephone: xxx-xxx-xxxx
Facsimile: xxx-xxx-xxxx

Signature Page to JPM Credit Agreement (Regional Management)

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JPMORGAN CHASE BANK, N.A.,
as JPMorgan Committed Lender

By:

Name:

Title:

Address for Notices:

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: xxx@jpmorgan.com
xxx@jpmorgan.com
xxx@jpmorgan.com
Telephone: xxx-xxx-xxxx
Facsimile: xxx-xxx-xxxx

JUPITER SECURITIZATION COMPANY LLC
as JPMorgan Conduit Lender

By: JPMORGAN CHASE BANK, N.A.,
its attorney-in-fact

By:

Name:

Title:

Address for Notices:

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: xxx@jpmorgan.com
xxx@jpmorgan.com
xxx@jpmorgan.com
Telephone: xxx-xxx-xxxx
Facsimile: xxx-xxx-xxxx

Signature Page to JPM Credit Agreement (Regional Management)

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,
as Account Bank and Backup Servicer

By:
Name:
Title:

Address for Notices:
Computershare Trust Company, National Association,

MAC N9300-061
1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services – Asset-
E-mail: xxx@computershare.com
Telephone: xxx-xxx-xxxx

Backed Administration

Signature Page to JPM Credit Agreement (Regional Management)

JPMORGAN LENDER SUPPLEMENT

Lender Group:	JPMorgan Lender Group
Administrative Agent:	JPMorgan Chase Bank, N.A.
Address for Notices:	JPMorgan Chase Bank, N.A. Chase Tower, 16th Floor 10 South Dearborn Street Mail Code IL1-0079 Chicago, Illinois 60603 Attention: Asset-Backed Securities Conduit Group E-mail: xxx@jpmorgan.com xxx@jpmorgan.com xxx@jpmorgan.com Telephone: xxx-xxx-xxxx Facsimile: xxx-xxx-xxxx
JPMorgan Conduit Lender:	Jupiter Securitization Company LLC
Committed Lender:	JPMorgan Chase Bank, N.A.
Commitment:	\$100,000,000
Address for Notices and Investing Office:	JPMorgan Chase Bank, N.A. Chase Tower, 16th Floor 10 South Dearborn Street Mail Code IL1-0079 Chicago, Illinois 60603 Attention: Asset-Backed Securities Conduit Group E-mail: xxx@jpmorgan.com xxx@jpmorgan.com xxx@jpmorgan.com Telephone: xxx-xxx-xxxx Facsimile: xxx-xxx-xxxx
CP Rate:	means, with respect to any Interest Period (or portion thereof), the per annum rate calculated to yield the “weighted average cost” (as defined below) for such Interest Period (or portion thereof) in respect to commercial paper issued by such Conduit Lender; provided, however, that if any component of such rate is a discount rate, in calculating the CP Rate for such Interest Period (or portion thereof), the rate

resulting from converting such discount rate to an interest bearing equivalent rate per annum shall be used in calculating such component. As used in this definition, “weighted average cost” for any Interest Period (or portion thereof) means the sum (without duplication) of (i) the actual interest accrued during such Interest Period (or portion thereof) on outstanding commercial paper issued by such Conduit Lender (excluding any commercial paper issued to and held by a Committed Lender in such Conduit Lender’s Lender Group, or any affiliate thereof, other than such commercial paper held as part of the market making activities of Conduit Lender’s commercial paper dealer), (ii) the commissions of placement agents and dealers in respect of such commercial paper, (iii) any note issuance costs attributable to such commercial paper not constituting dealer fees or commissions, expressed as an annualized percentage of the aggregate principal component thereof, (iv) the actual interest accrued during such Interest Period (or portion thereof) on other borrowings by such Conduit Lender, including to fund small or odd dollar amounts that are not easily accommodated in the commercial paper market, which may include loans from Conduit Lender or its affiliates (such interest rate not to exceed, on any day, the Federal Funds effective rate in effect on such day plus 0.50%), and (v) incremental carrying costs incurred with respect to commercial paper maturing on dates other than those on which corresponding funds are received by such Conduit Lender, minus any accrual of income net of expenses received from investment of collections received under all receivable purchase facilities funded substantially with commercial paper.

Wire Information:

SA-2

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ELIGIBLE RECEIVABLE CRITERIA

An “Eligible Receivable” means, on any date of determination, any Receivable (A) that has been included as part of the Collateral or in the case of the North Carolina Receivables, allocated to the 2021-1C SUBI, (B) for which the related Receivable File is in the possession of the Servicer, (C) which is identified on the Schedule of Receivables delivered by the Borrower to each Agent and the Account Bank as part of a Funding Request or substitution and (D) which satisfies each of the following conditions, in each case, as of the date specified:

(a) Characteristics of Receivables. Each Receivable:

at the time of origination of such Receivable, has been fully and properly executed or electronically authenticated by the Obligor thereto;

at the time of origination of such Receivable, was originated in the United States and denominated in Dollars;

at the time of origination of such Receivable, for which the Obligor thereto has provided as its most recent billing address an address located in the continental United States;

at the time of origination of such Receivable with respect to which the related Contract was not an Electronic Contract or an Online Originated Receivable, such Receivable was a Branch Receivable or a Convenience Check;

at the time of origination of such Receivable with respect to which the related Contract was an Electronic Contract, such Receivable was a Branch Assisted Electronic Receivable, a Contract originated by a Bank Originator or an Online Originated Receivable;

if originated by a Bank Originator, the Bank Originator Conditions have been satisfied;

was originated by an Originator in accordance with and satisfies the standards of the operating policies of the Originator at the time of origination of such Receivable, including the Credit Policy and the Collection Policy; and, if originated by a Bank Originator, was originated by such Bank Originator in accordance with the Bank Originator Program Documents, which Bank Originator Program Documents have not been amended or modified from their form since the date the Bank Originator Conditions were satisfied other than pursuant to and in accordance with the terms of Section 6.05(f) hereof;

with respect to which, as of the date of the related Contract, all proceeds on the related Contract were fully disbursed and there is no requirement for future advances thereunder and all fees and expenses in connection with the origination of the Receivable

have been paid and each of the Originator, Regional Management and the Borrower has performed all obligations required to be performed by it under such Contract.

at the time of origination, is (a) secured by a (i) vehicle that is owned free and clear by the Obligor and not subject to an outstanding loan or associated lease or (ii) a non-essential household good or (b) is unsecured and with respect to clause (b) is in compliance with the applicable clauses of the definition of "Concentration Limits" herein;

at the time of origination, is not secured by real estate;

at the time of origination of such Receivable, such Receivable either (A) has been originated by an Originator in the ordinary course of its respective business and, in the case of a Bank Originator, has been originated in accordance with the Bank Originator Program Documents; or (B) has been originated or acquired directly by an Originator in accordance with its customary practices and, in either case, (i) (a) Regional Management has previously acquired such Receivable from such Originator (other than a Bank Originator) pursuant to the First Tier Purchase Agreement or, in the case of participation interests in Receivables originated by a Bank Originator, Regional Management has previously acquired such participation interests from such Bank Originator pursuant to the Bank Originator Transfer Agreement (or in the case of Receivables originated by Regional Finance Corporation North Carolina or participation interests in North Carolina Receivables originated by the applicable Bank Originator, such Receivable has been contributed to the Trust), or (b) Regional Management has acquired such Receivable directly or indirectly from a direct or indirect Subsidiary of Regional Management in connection with a Securitization (or in the case of Receivables originated by Regional Finance Corporation of North Carolina or participation interests in North Carolina Receivables originated by the applicable Bank Originator, has been reallocated directly or indirectly from the related SUBI to the UTI); and (ii) such Receivable (including participation interests in any Receivable originated by a Bank Originator) has been acquired by the Borrower from Regional Management pursuant to the Second Tier Purchase Agreement and has been pledged by the Borrower to the Administrative Agent pursuant to this Agreement (or in the case of the Receivables originated by Regional Finance Corporation of North Carolina and participation interests in North Carolina Receivables originated by the applicable Bank Originator, are allocated to the 2021-1C SUBI);

at the time of origination, the related Cutoff Date and any Determination Date, to the extent such Receivable is a Hard Secured Receivable, such Receivable is secured by a first priority validly perfected security interest in the related underlying collateral in favor of an Originator, as secured party, or all necessary actions have been commenced that would result in a first priority security interest in such related underlying collateral in favor of an Originator, as secured party, which security interest, in either case, is assignable and has been so assigned by Regional Management to Borrower and collaterally assigned by the Borrower to the Administrative Agent;

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at the time of origination of such Receivable, if secured, such Receivable contains customary and enforceable provisions such that the rights and remedies of the holder thereof are adequate for realization against the collateral of the benefits of the security;

at the time of origination of such Receivable, such Receivable provided for level monthly payments which fully amortize the initial Principal Balance over the original term; provided, that the amount of the first or last payment may be different from the level payment but in no event more than three times the level monthly payment;

at the time of origination, provides for a fixed rate of interest and applicable fees at the APR specified in the Schedule of Receivables and for which payment is calculated pursuant to the Simple Interest Method or Precomputed Interest Method, as applicable, and in the event that such Receivable is prepaid by the Obligor, requires a prepayment that fully pays the Principal Balance of such Receivable and any interest and applicable fees accrued at the related APR through the date of prepayment;

as of the date of determination related to the applicable Cutoff Date, no Scheduled Payment remains unpaid 30 days or more from the original due date for such payment

as of the related Cutoff Date and any Determination Date, no Scheduled Payment remains unpaid 60 days or more from the original due date for such payment;

as of the related Cutoff Date and any Determination Date, is not a Defaulted Receivable;

at the time of origination, is not secured by underlying collateral that has been repossessed;

at the time of origination, has a Scheduled Payment due at least monthly;

as of the date of determination related to the applicable Cutoff Date, is not an Extended Receivable (including Delinquent Renewals) for which either no Scheduled Payment thereon has been made by the Obligor after the related extension or for which the related extension occurred in the current Collection Period;

at the time of sale to the Borrower, with respect to which no procedures believed by the Servicer or the Borrower to be materially adverse to the interests of the Lenders were utilized by the Servicer or the Borrower in identifying and/or selecting such Receivable; additionally, no adverse procedures were used by the Borrower in providing information related to the Receivables;

at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, is not subject to any right of rescission, cancellation, set-off, claim, counterclaim or defense (including the defense of usury), and the operation of any of the terms of any contract, or the exercise of any right thereunder, will not render the related Receivable unenforceable in whole or in part or subject to any right of rescission, setoff,

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counterclaim or defense (including the defense of usury) and neither no Regional Management Entity has received written notice of the assertion of any such right of rescission, setoff, counterclaim or defense with respect thereto;

at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, there are no proceedings pending or, to the best of the Borrower's knowledge threatened, wherein the Obligor or any Governmental Authority has alleged the related Contract is illegal or unenforceable;

at the time of origination of such Receivable, provides that a prepayment by the related Obligor will fully pay the Principal Balance and accrued interest through the date of prepayment based on the Contract's APR;

at the time that such Receivable (or, in the case of a Receivable originated by a Bank Originator, the participation interest in such Receivable) is included in the Collateral, for which the Servicer and the related Originator have clearly marked their electronic records to indicate that such Receivable is (a) other than a Receivable originated by a Bank Originator, owned by the Borrower in its entirety (no fractional interest), (b) in the case of the North Carolina Receivables other than a Receivable originated by a Bank Originator, owned by the Trust, or (c) in the case of Receivables originated by a Bank Originator, owned by such Bank Originator and in which the Borrower or the Trust, as applicable, has a participation interest;

at the time of origination of such Receivable, the first scheduled payment on the related Contract is no more than 45 days from the contract date or past due; provided that no funds will have been advanced by an Originator, the Borrower, any third-party lender, or anyone acting on behalf of any of them in order to cause such Contract to comply with such requirement;

at the time of sale to the Borrower, is fully assignable and the related Contract does not require the Obligor or any other party to receive notice or consent to the transfer, sale or assignment of the rights and duties of the Originator thereunder;

at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, the related Contract has not been waived in any manner such that the Contract fails to satisfy any of the representations and warranties made by Regional Management or each Originator with respect thereto, and no provision of any Contract has been waived except as noted in the related Receivable File;

at the time of sale to the Borrower, the sale, transfer, assignment and conveyance of such Receivable by an Originator or Regional Management is not subject to and will not result in any Tax payable by such Originator, Regional Management or the Borrower to any federal, State or local government, other than those Taxes which have or will be paid by such Originator or Regional Management as due;

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at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, the related Obligor is not bankrupt and is not the subject of any bankruptcy proceeding;

at the time of origination of such Receivable, such Receivable had an original term to maturity and a remaining term to maturity of not more than 60 months and not less than three months;

such Receivable is due from an Obligor that at the time of origination had either a FICO® Score or a VantageScore and such FICO® Score or VantageScore was not less than 475;

at the time of origination of such Receivable, such Receivable had an APR of at least 5.00%;

at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, (a) in the case of a Receivable originated by an Originator other than a Bank Originator, such Receivable has an APR of no more than 36.00%, inclusive of any fees, and (b) in the case of a Receivable originated by a Bank Originator, there shall be no origination fee;

at the time of origination of such Receivable, such Receivable had an amount financed of no more than: (A) \$5,000 if such Receivable is a Convenience Check, (B) \$50,000 for Hard Secured Receivables, (C) \$12,000 for any Receivables that are not Convenience Checks or Hard Secured Receivables;

such Receivable was originated on or after January 1, 2018;

at the time of sale to the Borrower, such Receivable had been originated pursuant to a Credit Policy and had been serviced pursuant to a Collection Policy that in each case, is in material compliance with Section 6.01(h) of the Credit Agreement; and

at the time of origination of such Receivable in the case of a Receivable originated by a Bank Originator, the Obligor's state of residence (a) is not Colorado, Connecticut, Georgia, Iowa, West Virginia, Maine, New York, Vermont, Wyoming nor District of Columbia, (b) is not Hawaii if the original loan balance is less than \$1,500, and (c) is not Illinois if the "all in" military annual percentage rate (MAPR) is greater than 36%.

Schedule of Receivables. The information with respect to a Receivable set forth in the Schedule of Receivables is true and correct in all material respects as of the related Funding Date or substitution date.

Compliance with Law. The Receivable complied at the time it was originated or made, the transfer of that Receivable to the Borrower complied at the time of transfer, and the ownership of that Receivable by the Borrower complies as of the Closing Date or the related Funding Date, as

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applicable, in all material respects with all requirements of applicable federal, State and local laws, and regulations thereunder, including to the extent applicable, usury laws, the Federal Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, the Fair Debt Collection Practices Act, the Fair Credit Billing Act, the Magnuson-Moss Warranty Act, Federal Reserve Board Regulations B and Z, the Servicemembers Civil Relief Act, State adaptations of the National Consumer Act and of the Uniform Consumer Credit Code and any other consumer credit, equal opportunity and disclosure laws applicable to that Receivable. None of the underlying Obligor related to such Receivables are Sanctioned Targets.

Binding Obligation. The Receivable and the related Contract is duly authorized on the part of the related Obligor, is in full force and effect and constitutes the legal, valid and binding payment obligation in writing of the Obligor, enforceable by the holder thereof in accordance with its terms, except (i) as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, liquidation or other similar laws and equitable principles relating to or affecting the enforcement of creditors' rights generally and (ii) as such Receivable may be modified by the application after the related Cutoff Date of the Servicemembers Civil Relief Act, to the extent applicable to the related Obligor.

Receivable in Force. The Receivable has not been satisfied, subordinated or rescinded nor has the underlying collateral, if any, securing the related Contract been released from the lien of such Receivable in whole or in part, other than in connection with a substitution of similar collateral in accordance with customary procedures, and no Regional Management Entity has done nothing to impair the rights of the Secured Parties therein.

No Default; No Waiver. Except for payment delinquencies with respect to any Receivable, no default, breach, violation or event permitting acceleration under the terms of the Receivable existed as of the related Cutoff Date nor did any continuing condition that with notice or lapse of time, or both, would constitute a default, breach, violation or event permitting acceleration under the terms of the Receivable exist as of the related Cutoff Date and the Borrower has not waived any of the foregoing.

No Government Obligor. The Obligor on the Receivable is not the United States or any State or any local government, or any agency, department, political subdivision or instrumentality of the United States or any State or any local government.

Assignment. No Receivable has been originated in, or is subject to the laws of, any jurisdiction under which the sale, transfer, assignment, setting over, conveyance or pledge of such Receivable would be unlawful, void, or voidable. Neither any Originator nor Regional Management has entered into any agreement with any Obligor that prohibits, restricts or conditions the assignment of the related Receivable.

Good Title. It is the intention of the Borrower that each of the sales, transfers, assignments and conveyances herein contemplated constitute an absolute sale, transfer, assignment and conveyance of the Receivables (other than Receivables originated by a Bank Originator), participation interests in the Receivables (in the case of Receivables originated by a Bank

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Originator) and the 2021-1C SUBI Certificate and that neither such Receivables, such participation interests in Receivables, nor the 2021-1C SUBI Certificate shall be a part of Regional Management's estate in the event of the filing of a bankruptcy petition by or against Regional Management under any bankruptcy law. As of the Closing Date or the related Funding Date, as applicable, none of the 2021-1C SUBI Certificate, any Receivable (other than Receivables originated by a Bank Originator), or any participation interests in the Receivables (in the case of Receivables originated by a Bank Originator) has been sold, transferred, assigned, conveyed or pledged by any Originator, Regional Management, the Trust or the Borrower to any Person other than pursuant to the Basic Documents. As of the Closing Date or the related Funding Date, as applicable, and immediately prior to the related sale and transfer herein contemplated, Regional Management had good and marketable title to and was the sole owner of each related Receivable (except for a Receivable originated by a Bank Originator, each related participation interest (in the case of a Receivable originated by a Bank Originator) and the 2021-1C SUBI Certificate free and clear of all Liens (except any Lien which will be released prior to assignment of such Receivable hereunder and any Permitted Liens), and, immediately upon the sale and transfer thereof, the Borrower will have good and marketable title to each such Receivable, each such participation interest (in the case of a Receivable originated by a Bank Originator) and the 2021-1C SUBI Certificate, free and clear of all Liens (other than Permitted Liens).

Filings. All filings (including UCC filings) necessary in any jurisdiction to give the Borrower a first priority, validly perfected ownership interest in the Receivables (other than any related security with respect thereto, to the extent that an ownership interest therein cannot be perfected by the filing of a financing statement), and to give the Administrative Agent a first priority perfected security interest therein, will be made on the Closing Date.

Priority. The Receivable is not pledged, assigned, sold, subject to a security interest, or otherwise conveyed other than pursuant to the Basic Documents. Neither any Originator nor Regional Management has authorized the filing of and there are no financing statements against an Originator or Regional Management that include a description of collateral covering any Receivable other than any financing statement relating to security interests (i) granted under the Basic Documents or (ii) that have been or, prior to the assignment of such Receivable hereunder, will be terminated, amended or released. The Second Tier Purchase Agreement creates a valid and continuing security interest in the Receivable (other than the related security with respect thereto) in favor of the Borrower which security interest is prior to all other Liens (other than Permitted Liens) and is enforceable as such against all other creditors of and purchasers and assignees from Regional Management.

Characterization of Receivables. Each Receivable constitutes "tangible chattel paper," "accounts," "instruments," "general intangibles" or "electronic chattel paper" (in each case, as defined in the UCC).

One Original. With respect to each Receivable with respect to which the related Contract does not constitute an Electronic Contract, there is only one executed original copy of the Contract (except in the case of a Convenience Check) related to such Receivable. Further, the Contract relating to such Receivable described in the preceding sentence does not have any stamps, marks or notations indicating any interest of any other Person, or if it has any stamps, marks or notations

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indicating an interest of any other Person, such stamps, marks or notations have been cancelled or voided (or if such stamp, mark or notation is in the name of an agent (or any predecessor agent) under the Senior Revolver, the Borrower has the right to cancel or void such stamp, mark or notation without the consent of such agent (or any predecessor agent, as applicable) and such agent (or any predecessor agent, as applicable) has released in writing its lien on such Contract).

No Defenses. Neither any Originator nor Regional Management has any knowledge either of any facts which would give rise to any right of rescission, offset, claim, counterclaim or defense, or of the same being asserted or threatened and is not subject to any dispute, offset, counterclaim or defense whatsoever (except the discharge in bankruptcy of the related Obligor) with respect to any Receivable.

Receivable File. As of the related Funding Date, (i) with respect to any Contract other than an Electronic Contract, the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties, (ii) with respect to an Electronic Contract that constitutes Electronic Chattel Paper, the Authoritative Copy of such Electronic Contract is maintained in the Electronic Vault solely for the benefit of the Administrative Agent, as pledgee of the Borrower or the Trust, as applicable, and the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties, and (iii) with respect to an Electronic Contract that does not constitute Electronic Chattel Paper, the electronically authenticated original record of the executed Contract is maintained in the Electronic Vault solely for the benefit of the Administrative Agent, as pledgee of the Borrower or the Trust, as applicable, and the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties.

No Fraud or Misrepresentation. To the best of the Borrower's knowledge, such Receivable was originated without fraud or misrepresentation.

Electronic Chattel Paper. With respect to each Receivable with respect to which the related Contract constitutes Electronic Chattel Paper, all of the following are true:

There is only one single Authoritative Copy of each electronic "record" constituting or evidencing a Contract that is Electronic Chattel Paper, the record or records composing the Electronic Chattel Paper are created, stored and assigned in such a manner that (A) a single authoritative copy of the record or records exists which is unique, identifiable and unalterable (other than a revision that is readily identifiable as an authorized or unauthorized revision), (B) each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy that is not the authoritative copy, (C) the authoritative copy has been communicated to and is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent, (D) all copies or revisions that add or change an identified assignee of the Authoritative Copy of such Contract that constitutes or evidences the Receivable must be made with the participation of the Administrative Agent, and (E) such Authoritative Copy identifies only the Administrative Agent as the assignee.

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Neither the Borrower nor any other Person has communicated an Authoritative Copy of such Contract that constitutes or evidences the Receivable to any Person other than the Electronic Vault Provider as a designated custodian of the Administrative Agent pursuant to the terms of this Agreement and the Electronic Collateral Control Agreement from and after the applicable Funding Date.

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SCHEDULE OF RECEIVABLES

[Original delivered to and on file with the Agents]

SC-1

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SCHEDULE D

LOCATION OF RECEIVABLE FILES AND BOOKS AND RECORDS

[Provided to and on file with the Administrative Agent]

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LIST OF APPROVED SUBSERVICERS AND SUBCUSTODIANS

Regional Finance Corporation of Alabama, d/b/a Regional Finance, d/b/a Superior Financial Services, d/b/a First Community Credit

Regional Finance Company of Arizona, LLC, d/b/a Regional Finance

Regional Finance Company of California, LLC, d/b/a Regional Finance

Regional Finance Company of Georgia, LLC, d/b/a Regional Finance

Regional Finance Company of Idaho, LLC, d/b/a Regional Finance

Regional Finance Company of Illinois, LLC, d/b/a Regional Finance

Regional Finance Company of Indiana, LLC, d/b/a Regional Finance

Regional Finance Company of Louisiana, LLC, d/b/a Regional Finance

Regional Finance Company of Mississippi, LLC, d/b/a Regional Finance

Regional Finance Company of Missouri, LLC, d/b/a Regional Finance

Regional Finance Company of New Mexico, LLC, d/b/a Regional Finance

Regional Finance Corporation of North Carolina, d/b/a Regional Finance, d/b/a RMC Financial Services

Regional Finance Company of Oklahoma, LLC, d/b/a Regional Finance

Regional Finance Corporation of South Carolina, d/b/a Regional Finance, d/b/a RMC Financial Services, d/b/a Sun Finance, d/b/a Anchor Finance

Regional Finance Corporation of Tennessee, d/b/a Regional Finance

Regional Finance Corporation of Texas, d/b/a Regional Finance, d/b/a Regional Finance Corporation

Regional Finance Company of Utah, LLC, d/b/a Regional Finance

Regional Finance Company of Virginia, LLC, d/b/a Regional Finance

Regional Finance Corporation of Wisconsin, d/b/a Regional Finance

REPRESENTATIONS AND WARRANTIES REGARDING SECURITY INTERESTS

The Borrower represents and warrants as of the Closing Date and each Funding Date:

(i) This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in all Receivables (or participation interests therein, as applicable) in favor of the Administrative Agent, which security interest is prior to all other Liens, and is enforceable as such against creditors of and purchasers from the Borrower.

The Receivables constitute “tangible chattel paper,” “accounts,” “instruments,” “general intangibles” or “electronic chattel paper” (in each case, as defined in the UCC).

The Borrower owns and has good and marketable title to the Receivables (or participation interests therein, as applicable) and the 2021-1C SUBI Certificate free and clear of any Lien, claim, or encumbrance of any Person (other than Permitted Liens).

The Borrower has caused or will have caused, within ten days after the Closing Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect the security interest in the Receivables (or participation interests therein, as applicable) granted to the Administrative Agent hereunder.

Other than the security interest granted to the Administrative Agent pursuant to this Agreement, the Borrower has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Receivables. The Borrower has not authorized the filing of and is not aware of any financing statements against the Borrower that include a description of collateral covering the Receivables other than any financing statement relating to the security interest granted to the Administrative Agent hereunder, that has been terminated or amended in connection with the security interest of the Administrative Agent. The Borrower is not aware of any judgment or tax lien filings against the Borrower.

The Borrower (or its duly appointed agent) has in its possession all copies of the Contracts that constitute or evidence the Receivables (other than Electronic Contracts). The Contracts (other than Electronic Contracts) that constitute or evidence the Receivables do not have any stamps, marks or notations indicating that they have been pledged, assigned, or otherwise conveyed to any Person other than the Administrative Agent, except such stamps, marks or notations otherwise cancelled, voided or superseded (or if such stamp, mark or notation is in the name of an agent (or any predecessor agent) under the Senior Revolver, the Borrower has the right to cancel or void such stamp, mark or notation without the consent of such agent (or any predecessor agent, as applicable) and such agent (or any predecessor agent, as applicable) has released in writing its lien on such Contract). All financing statements filed or to be filed against the Borrower in favor of the Administrative Agent in connection herewith describing the Receivables contain a

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statement to the following effect: “A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Administrative Agent”.

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SERVICING CENTRALIZATION EVENT

Following the occurrence of a Servicing Centralization Event, unless waived by the Required Lenders, the following will occur:

(b) The Backup Servicer will confirm access of a central lockbox approved by the Administrative Agent (acting at the direction of the Required Lenders) (the “Lockbox”), pursuant to a lockbox agreement (the “Lockbox Agreement”) among the holder of the Lockbox, Regional Management, the Administrative Agent on behalf of the Lenders, and the Backup Servicer. Regional Management will send letters to Obligor with new/updated payment instructions to make all payments to the Lockbox and all other offices of Regional Management that collect cash and checks must send such Collections to the Lockbox within one day of receipt.

The Administrative Agent, the Agents and the Backup Servicer will participate in status meetings with Regional Management on a regular basis, which meetings may be conducted telephonically.

The collection function will remain with Regional Management as Servicer, but moved to a central location acceptable to the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

Regional Management will utilize a single repossession vendor with a national footprint acceptable to the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

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LOCATIONS OF BOOKS AND RECORDS

[Provided to and on file with the Administrative Agent]

SH-1

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BORROWER OPERATING ACCOUNT

[Provided to and on file with the Administrative Agent]

SI-1

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FORM OF FUNDING REQUEST

_____, 20__

JPMorgan Chase Bank, N.A.
 Chase Tower, 16th Floor
 10 South Dearborn Street
 Mail Code IL1-0079
 Chicago, Illinois 60603
 Attention: Asset-Backed Securities Conduit Group
 E-mail: xxx@jpmorgan.com
 xxx@jpmorgan.com
 xxx@jpmorgan.com
 Telephone: xxx-xxx-xxxx
 Facsimile: xxx-xxx-xxxx

Computershare Trust Company, National Association,
 as Account Bank and Backup Servicer

1505 Energy Park Drive
 St. Paul, MN 55108
 Attention: Corporate Trust Services – Asset-Backed Administration

Re: Regional Management Receivables V, LLC – Credit Agreement

Ladies and Gentlemen:

The undersigned is a Responsible Officer of Regional Management Receivables V, LLC (the “Borrower”) and is authorized to execute and deliver this Funding Request on behalf of the Borrower pursuant to the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Regional Management Corp, as servicer, Computershare Trust Company, National Association, as backup servicer and account bank, the Lenders from time to time party thereto, the Agents for the Lender Groups from time to time parties thereto and JPMorgan Chase Bank, N.A. (“JPMorgan”) as Administrative Agent. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

The Borrower hereby requests that a Loan be made under the Credit Agreement on _____, _____ in the amount of \$ _____.

In connection with the foregoing, the undersigned hereby certifies, on behalf of the Borrower, as follows:

(1) As of the date hereof, the Borrowing Base (calculated as of the previous Determination Date, or the later of, with respect to Receivables added to the Collateral following

such Determination Date, but prior to or on such date of determination, the related Cutoff Date) are _____ and _____, respectively. After giving effect to the requested Loan, the Loans Outstanding will not exceed the Borrowing Base and no Borrowing Base Deficiency will exist. Attached to this Funding Request is a true, complete and correct calculation of such Borrowing Base and all components thereof.

(2) All of the conditions applicable to the requested Loan as set forth in the Credit Agreement have been satisfied as of the date hereof and will remain satisfied to the date of such Loan, including:

(a) each of the representations and warranties contained in Article Five of the Credit Agreement are true and correct in all respects on and as of the date hereof, before and after giving effect to the Loan and to the application of the proceeds therefrom as though made on and as of the date hereof;

(b) no event has occurred, or would result from such Loan or from the application of the proceeds therefrom, which constitutes an Event of Default or Facility Amortization Event;

(c) the Borrower is in material compliance with each of its covenants set forth in the Credit Agreement; and

(d) to the best of the Borrower's knowledge, no event has occurred which constitutes a Servicer Termination Event.

(3) The requested Loans will not, on the Funding Date, exceed the Available Amount and, after giving effect to the requested Loan, the Loans Outstanding will not exceed the Borrowing Base.

(4) Attached hereto is a true, correct and complete Schedule C to the Credit Agreement, reflecting all Subsequent Receivables which will become part of the Collateral on the Funding Date, each Subsequent Receivable reflected thereon being an Eligible Receivable.

(5) The Cutoff Date with respect to the Receivables is _____, 20__.

REGIONAL MANAGEMENT RECEIVABLES V, LLC,
as Borrower

By:
Name:

Title:

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SCHEDULE A TO FUNDING REQUEST

[FORM OF FUNDING REQUEST REPORT TO BE INSERTED]

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[RESERVED]

B-1

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FORM OF ASSIGNMENT AND ACCEPTANCE²

_____, 20__

Reference is made to the Credit Agreement, dated as of , April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower, Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A. (“JPMorgan”), as administrative agent (in such capacity, the “Administrative Agent”), and Computershare Trust Company, National Association, as account bank and backup servicer. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Credit Agreement.

_____ (the “Assignor”) and _____ (the “Assignee”) agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor’s rights and obligations under the Credit Agreement as of the date hereof which represents the percentage interest specified in Section 1 of Schedule 1 of all outstanding rights and obligations of the Assignor under the Credit Agreement, including such interest in the Commitment of the Assignor and the Lender Advances made by the Assignor. After giving effect to such sale and assignment, the Commitment and the amount of Lender Advances made by the Assignee will be as set forth in Section 2 of Schedule 1.
2. The Assignor represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Lien.
3. The Assignor and the Assignee confirm to and agree with each other and the other parties to Credit Agreement that: (i) other than as provided herein, the Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto; (ii) the Assignee confirms that it has received a copy of the Credit Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) the Assignee will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender party to the Credit Agreement and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not

² Note: This form may be modified as necessary (but on a basis consistent with this form) to accommodate assignments of balances by Conduits and other scenarios.

taking action under the Credit Agreement; (iv) the Assignor and the Assignee confirm that the Assignee is an Eligible Assignee; (v) the Assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; (vi) the Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including the confidentiality provisions of Article Fourteen of the Credit Agreement; and (vii) this Assignment and Acceptance meets all other requirements for such an Assignment and Acceptance set forth in Article Thirteen of the Credit Agreement.

4. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, it will be delivered to the Administrative Agent for acceptance. The effective date of this Assignment and Acceptance (the “Assignment Date”) shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified in Section 3 of Schedule 1.

5. The Assignor and the Assignee agree to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with this Assignment and Acceptance.

6. Upon such acceptance by the Administrative Agent, the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder, provided, however, that the Assignor shall, to the extent such rights have been assigned by it under this Assignment and Acceptance, relinquish its assigned rights and be released from its assigned obligations under the Credit Agreement (and, in the case of an Assignment and Acceptance coving all or the remaining portion of an assigning Assignor’s rights and obligations under the Credit Agreement, Assignor shall cease to be a party thereto).

7. Upon such acceptance by the Administrative Agent, from and after the Assignment Date, the Administrative Agent shall make, or cause to be made, all payments under the Credit Agreement in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and fees with respect thereto) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Assignment Date directly between themselves.

8. **THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN § 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Acceptance and Assignment as of the ____ day
of _____, 20__.

_____, as Assignor

By:

Name:

Title:

_____, as Assignee

By:

Name:

Title:

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Schedule 1
to
Assignment and Acceptance
_____, 20__

Section 1.

Percentage Interest: _____ %

Section 2.

Dollar Amount of the Loan Owing to the Assignee: \$ _____

Section 3.

Assignment Date: _____, 20__

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FORM OF CREDIT POLICY

[Provided to and on file with the Administrative Agent]

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FORM OF COLLECTION POLICY

[Provided to and on file with the Administrative Agent]

E-1

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FORM OF POWER OF ATTORNEY

This Power of Attorney (this "Power of Attorney") is executed and delivered by Regional Management Receivables V, LLC ("Grantor") to JPMorgan Chase Bank, N.A., as Administrative Agent ("Attorney"), pursuant to (i) the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, as borrower (the "Borrower"), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A., as administrative agent, and Computershare Trust Company, National Association, as account bank and backup servicer, and (ii) the other Basic Documents. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor until all Aggregate Unpaid have been indefeasibly paid in full and Attorney has provided its written consent thereto.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney's own name, from time to time in Attorney's discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Credit Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it, upon the occurrence and during the continuance of any Event of Default, to do the following: (i) to give any necessary receipts or acquittance for amounts collected or received under the Credit Agreement, (ii) to make all necessary transfers of the Collateral in connection with any sale or other disposition made pursuant to the Credit Agreement, (iii) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, Grantor thereby ratifying and confirming all that such Attorney (or any substitute) shall lawfully do hereunder and pursuant hereto, (iv) to sign any agreements, orders or other documents in connection with or pursuant to any Basic Document, (v) to exercise all rights and privileges of Grantor under the Second Tier Purchase Agreement, (vi) to pay or discharge any taxes, Liens or other encumbrances levied or placed on or threatened against Grantor or Grantor's property, (vii) to defend any suit, action or proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that it is not pursuing such defense in a manner that will maximize the

recovery to Attorney, and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate, (viii) to file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of Grantor's property, (ix) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with, any of Grantor's property, and execute, in connection with such sale or action, any endorsements, assignments or other instruments of conveyance or transfer in connection therewith and (x) to cause the certified public accountants then engaged by Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, any reports required to be prepared by or on behalf of Grantor under the Credit Agreement or any other Basic Document, all as though Attorney were the absolute owner of its property for all purposes, and to do, at Attorney's option and Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do.

Grantor hereby ratifies, to the extent permitted by Applicable Law, all that the Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES V, LLC

By:
Name:
Title:

Sworn to and subscribed before
me as of the date first above written

Notary Public

[NOTARY SEAL]

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FORM OF POWER OF ATTORNEY

This Power of Attorney (this “Power of Attorney”) is executed and delivered by Regional Management Corp. (“Grantor”) to JPMorgan Chase Bank, N.A., as Administrative Agent (“Attorney”), pursuant to (i) the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower (the “Borrower”), Grantor, as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A., as administrative agent, and Computershare Trust Company, National Association, as account bank and backup servicer, and (ii) the other Basic Documents. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor until all Aggregate Unpaid have been indefeasibly paid in full and Attorney has provided its written consent thereto.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney’s own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Credit Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it, upon the occurrence and during the continuance of any Servicer Termination Event, to execute any agreements, orders, instructions or other documents in connection with the Receivables, the Receivables Files or the Contracts, including giving instructions to any subservicer with respect to assembly and delivery of possession of the Receivables Files or the Contracts (other than the Electronic Contracts) to or at the direction of the Administrative Agent, all as though Attorney were the absolute owner of its property for all purposes, and to do, at Attorney’s option and Grantor’s expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do.

Grantor hereby ratifies, to the extent permitted by Applicable Law, all that the Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of the date first above written.

REGIONAL MANAGEMENT CORP.

By:
Name:
Title:

Sworn to and subscribed before
me as of the date first above written

Notary Public

[NOTARY SEAL]

F-2-2

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FORM OF SECURITIZATION RELEASE

Reference is hereby made to the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower, Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A.(“JPMorgan”), as administrative agent (in such capacity, the “Administrative Agent”), and Computershare Trust Company, National Association, as account bank and backup servicer. Capitalized terms not defined herein shall have the meaning given such terms in the Credit Agreement.

The Borrower and the Servicer hereby represent and warrant that each condition in the Credit Agreement and each other Basic Document, to the consummation of the Securitization to which this Securitization Release relates, has been satisfied, including but not limited to delivery of (i) the executed Securitization Date Certificate, in substantially the form attached hereto as Annex 1 and (i) the executed notice, in substantially the form attached hereto as Annex 2.

Upon deposit in the Collection Account of \$ _____ in accordance with Section 2.14(a)(iv) in immediately available funds, the Administrative Agent hereby releases all of its right, title and interest, including its Lien, in and to the following:

(a) the Receivables (including the North Carolina Receivables evidenced by the 2021-1C SUBI Certificate) to be transferred by the Borrower in the related Securitization and described in Schedule I hereto (the “Securitized Receivables” and such Schedule, the “Schedule of Securitized Receivables”), together with the related Contracts (including the agreement to service the Receivables), whether now existing or hereafter acquired, and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections related thereto, and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Securitized Receivables) to become due or received by any Person in payment of any of the foregoing on or after the related Securitization Date;

(b) all of the Borrower’s interest in the related underlying collateral securing the Securitized Receivables (including repossessed vehicles) or in any document or writing evidencing any security interest in any such underlying collateral and each security interest in each such underlying collateral, whether now existing or hereafter acquired, including all proceeds from any sale or other disposition of such underlying collateral;

(c) all Receivable Files and the Schedule of Securitized Receivables, relating to the Securitized Receivables, whether now existing or hereafter acquired, and all right, title and interest of the Borrower in and to the documents, agreements and instruments included in such Receivable Files, including rights of recourse of the Borrower against Regional Management and/or any Originator.

(d) all of the Borrower’s interest in all Records, documents and writings evidencing or related to the Securitized Receivables or the related Contracts;

(e) all of the Borrower's interest in all rights to any monies collected from whatever source in connection with any default of an Obligor with respect to the underlying collateral securing such Obligor's Contract, and all proceeds thereof;

(f) all of the Borrower's interest in all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof) and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Securitized Receivables, whether pursuant to the related Contracts or otherwise;

(g) all of the Borrower's interest in all rights to payment under all service contracts and other contracts and agreements associated with the Securitized Receivables and all of the Borrower's interest in all recourse rights against the related Originator and Regional Management;

(h) Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Securitized Receivables, whether now existing or hereafter acquired, and the related underlying collateral with respect to such Securitized Receivables, whether now existing or hereafter acquired;

(i) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing;

(j) all of the Borrower's right, title and interest in and to the First Tier Purchase Agreement and the Second Tier Purchase Agreement relating to the Securitized Receivables and remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Regional Management under or in connection with the Second Tier Purchase Agreement and relating to such Securitized Receivables; and

(k) all income and proceeds of the foregoing.

[The Servicer and the Borrower hereby direct the Servicer to deliver the Receivable Files for the Securitized Receivables to _____.]

as of _____, 20__.

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REGIONAL MANAGEMENT RECEIVABLES V, LLC, as Borrower

By:

Name:

Title:

REGIONAL MANAGEMENT CORP., as Servicer

By:

Name:

Title:

JPMORGAN CHASE BANK, N.A., as Administrative Agent

By:

Name:

Title:

[]

SECURITIZATION DATE CERTIFICATE
PURSUANT TO SECTION 2.14(a)
OF THE CREDIT AGREEMENT

[], delivers this certificate pursuant to Section 2.14(a) of the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower (the “Borrower”), Regional Management Corp. (“Regional Management”), as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A. (“JPMorgan”), as administrative agent (in such capacity, the “Administrative Agent”), and Computershare Trust Company, National Association, as account bank and backup servicer, and hereby certifies, as of the date hereof, the following:

(a) the Borrower has sufficient funds on the related Securitization Date to effect the Securitization in accordance with the Credit Agreement (taking into account, to the extent necessary, the proceeds of sales of the Collateral in the Securitization);

(b) after giving effect to the Securitization, the release of by the Administrative Agent of the related Receivables on the Securitization Date and the transfer by the Borrower or the related Receivables on the Securitization Date, (1) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to the Credit Agreement after giving effect to the Securitization, (2) no Borrowing Base Deficiency exists, (3) no Unmatured Event of Default, Event of Default or Facility Amortization Event has occurred or results from such release and Securitization, (4) if such Securitization Date is not a Payment Date, the Borrower shall have sufficient available funds on the immediately succeeding Payment Date to pay all amounts due and payable on such Payment Date pursuant to Section 2.07, (5) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct in all material respects, except to the extent that such representations and warranties expressly related to an earlier date as set forth therein and (6) with respect to any Receivables being transferred pursuant to clause (ii) of the definition of Securitization pursuant to Section 2.14(iii), the purchase price relating to such Receivables shall be at fair market value as determined in good faith by the Borrower, Regional Management and the related Originators (other than a Bank Originator); and

(c) the Borrower has delivered to the Administrative Agent a list specifying the Receivables being released pursuant to such Securitization.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

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20__.

IN WITNESS WHEREOF, the Servicer has caused this certificate to be executed on its behalf this ____ day of _____,

[]

By:
Name:
Title:

SCHEDULE A TO SECURITIZATION DATE CERTIFICATE

[FORM OF SECURITIZATION REPORT TO BE INSERTED]

[See Attached]

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FORM OF NOTICE

Regional Management Receivables V, LLC

_____, 20__

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: xxx@jpmorgan.com
xxx@jpmorgan.com
xxx@jpmorgan.com
Telephone: xxx-xxx-xxxx
Facsimile: xxx-xxx-xxxx

Computershare Trust Company, National Association,
as Account Bank and Backup Servicer

1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services – Asset-Backed Administration

eOriginal, Inc.
351 W. Camden Street, Suite 800
Baltimore, Maryland 21201
Attention: General Counsel
Phone: xxx-xxx-xxxx
Email: xxx@eoriginal.com

Re: Regional Management Receivables V, LLC – Credit Agreement

Ladies and Gentlemen:

Reference is made to (a) the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A. (“JPMorgan”), as administrative agent (in such capacity, the “Administrative Agent”) and Computershare Trust Company, National Association, as account bank and backup servicer and (b) the Electronic Collateral Control

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Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Electronic Collateral Control Agreement”), by and among the Administrative Agent, for itself and other secured parties, the Borrower, as a debtor, Regional Management, Regional Management North Carolina Receivables Trust, acting thereunder solely with respect to the 2021-1C SUBI, as a debtor, and eOriginal, Inc.

Pursuant to Section 2.14(a)(i) of the Credit Agreement, the Borrower gives notice of its intent to effect a Securitization on or about _____, 20__ (which date is no fewer than 30 days after the date of delivery of this notice to the Administrative Agent) and on such date, the Borrower elects to prepay the aggregate Principal Amount of the Loans [in whole]/[in an amount equal to \$[]].

Pursuant to Section 4.3 of the Electronic Collateral Control Agreement, the Borrower acknowledges that the Securitization and the transfer of eContracts (as defined in the Electronic Collateral Control Agreement) to the Securitization is permitted under the Credit Agreement, the 2021-1C SUBI Security Agreement and the Basic Documents.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Very truly yours,

REGIONAL MANAGEMENT RECEIVABLES V, LLC

By:
Name:
Title:

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SCHEDULE OF SECURITIZED RECEIVABLES

[Receivables relating to a Securitization as defined under clause (i) of the definition thereof]

[Receivables relating to a Securitization as defined under clause (ii) of the definition thereof]

FORM OF MONTHLY REPORT

[On file with Administrative Agent]

H-1

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[RESERVED]

I-1

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[RESERVED]

J-1

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FORM OF PREPAYMENT NOTICE

Regional Management Receivables V, LLC

_____, 20__

JPMorgan Chase Bank, N.A.
Chase Tower, 16th Floor
10 South Dearborn Street
Mail Code IL1-0079
Chicago, Illinois 60603
Attention: Asset-Backed Securities Conduit Group
E-mail: xxx@jpmorgan.com
xxx@jpmorgan.com
xxx@jpmorgan.com
Telephone: xxx-xxx-xxxx
Facsimile: xxx-xxx-xxxx

Computershare Trust Company, National Association,
as Account Bank and Backup Servicer

1505 Energy Park Drive
St. Paul, MN 55108
Attention: Corporate Trust Services – Asset-Backed Administration

Re: Regional Management Receivables V, LLC – Credit Agreement

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of April 28, 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables V, LLC, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, JPMorgan Chase Bank, N.A. (“JPMorgan”), as administrative agent (in such capacity, the “Administrative Agent”), and Computershare Trust Company, National Association, as account bank and backup servicer.

Pursuant to Section 2.05 of the Credit Agreement, the Borrower hereby gives notice that on _____, 20__ (which date is no fewer than five (5) Business Days after the date of

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delivery of this notice to the Administrative Agent and the Lenders) the Borrower elects to prepay the aggregate Principal Amount of the Loans [in whole]/[in an amount equal to \$[]].

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Very truly yours,

REGIONAL MANAGEMENT RECEIVABLES V, LLC

By:

Name:

Title:

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SYSTEM DESCRIPTION

[On file with the Administrative Agent]

L-1

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THIRD AMENDMENT TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT, dated as of August 19, 2025 (this “*Amendment*”), is entered into by and among Regional Management Receivables VI, LLC, a Delaware limited liability company (the “*Borrower*”), Regional Management Corp., a Delaware corporation, as servicer (the “*Servicer*”), the Lenders party hereto, Regions Bank (“*Regions*”), as administrative agent (the “*Administrative Agent*”) and as securities intermediary (the “*Securities Intermediary*”), and Computershare Trust Company, N.A. (“*Computershare*”), as the resigning securities intermediary (the “*Resigning Securities Intermediary*”). Capitalized terms used and not otherwise defined herein are used as defined in the Agreement (as defined below), unless otherwise specified.

WHEREAS, the Borrower, the Servicer, the Lenders, the agents for the Lender Groups (as defined in the Agreement), Computershare, as Resigning Securities Intermediary and as Backup Servicer, and the Administrative Agent are parties to that certain Credit Agreement, dated as of February 2, 2023 (as amended, amended and restated, or otherwise modified prior to the date hereto, the “*Existing Agreement*” and as amended hereby and from time to time, the “*Agreement*”); and

WHEREAS, the Borrower and the Servicer have requested that the Administrative Agent and the Lenders modify certain terms of the Existing Agreement and, subject to the terms and conditions as hereinafter set forth, the Administrative Agent and the Lenders have agreed to such modifications (the “*Modifications*”);

WHEREAS, the parties hereto desire to enter into this Amendment for the purposes of (i) amending the Existing Agreement to reflect such Modifications and (ii) memorializing the resignation of Computershare as Resigning Securities Intermediary and the appointment of Regions Bank as Securities Intermediary (such replacement of the Securities Intermediary, the “*Securities Intermediary Replacement*”);

NOW THEREFORE, in consideration of the premises and the other mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. AMENDMENTS.

1.1 Subject to the satisfaction of the conditions precedent set forth in Section 4 below, the parties hereto agree that the Existing Agreement shall be amended with text marked in underline (e.g., addition or addition) indicating additions to the Existing Agreement and with text marked in strikethrough (e.g., ~~deletion~~ or ~~deletion~~) indicating deletions to the Existing Agreement as set forth in Exhibit A attached hereto.

1.2. This Amendment shall be limited precisely as written and, except as expressly provided herein, shall not be deemed to be a waiver or modification of any other term or condition of the Agreement or any other Basic Document or to prejudice any rights which the Administrative

FILENAME Third Amendment to Credit Agreement (Regional-Regions) 4924-8780-0662 v8.docx

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Agent or any member of the Lender Groups may now have or may have in the future under or in connection with the Agreement or any other Basic Document.

SECTION 2. ACCOUNT BANK; SECURITIES INTERMEDIARY.

Pursuant to Section 16 of the Account Control Agreement, the Administrative Agent hereby provides notice of the termination of the Account Control Agreement. The Resigning Securities Intermediary is hereby authorized and directed by the Administrative Agent to cause the funds in the Reserve Account and the Collection Account maintained by the Resigning Securities Intermediary under the Account Control Agreement to be transferred to the accounts described on Exhibit B, and to terminate such Accounts promptly thereafter.

By their execution of this Agreement, (i) Wells Fargo Bank, National Association, as the resigning Account Bank (the "*Resigning Account Bank*"), hereby confirms its resignation as "Account Bank" and Computershare Trust Company, N.A., as Resigning Securities Intermediary, hereby confirms its resignation as "Securities Intermediary", in each case, under the Existing Agreement and the Account Control Agreement.

For the avoidance of doubt, each of the Resigning Account Bank and the Resigning Securities Intermediary expressly reserves all of its respective rights, powers and protections that survive the resignation of the Account Bank or the Securities Intermediary under the Existing Agreement and the Account Control Agreement, including, without limitation, the right to be indemnified in accordance with the Existing Agreement and the Account Control Agreement, and each of the parties hereto acknowledges and agrees to the foregoing.

By its execution of this Agreement, Regions Bank hereby confirms its acceptance of its appointment as Securities Intermediary under the Agreement.

The undersigned hereby confirm their consent to the foregoing resignations and appointment, which consent each of the undersigned confirms is for the benefit of the parties hereto and is effective notwithstanding the failure to deliver any notice required under the Existing Agreement or the Account Control Agreement of the foregoing resignations and appointment (it being acknowledged and agreed that such consent constitutes a waiver of any such notice requirement in the Existing Agreement or the Account Control Agreement). In furtherance of the foregoing, the undersigned hereby agree that (a) Regions Bank's appointment as Securities Intermediary is effective as of the date hereof, (b) Regions Bank assumes, and agrees to perform, the duties and obligations of the Securities Intermediary in accordance with the express terms of the Agreement, (c) Regions Bank has succeeded to all of the rights and powers of the "Securities Intermediary" under the Agreement as of the date hereof, (d) the Resigning Account Bank is hereby discharged from all of its duties and obligations as "Account Bank" under the Existing Agreement as of the date hereof, and (d) the Resigning Securities Intermediary is hereby discharged from all of its duties and obligations as "Securities Intermediary" under the Existing Agreement as of the date hereof.

For the avoidance of doubt, the parties hereto agree that neither the Resigning Account Bank nor the Resigning Securities Intermediary shall (i) bear any responsibility for any actions

taken or omitted to be taken by Regions Bank as Account Bank or as Securities Intermediary, (ii) have any liabilities, duties or obligations under the Agreement or the Account Control Agreement. The other parties hereto hereby irrevocably release and discharge the Resigning Account Bank and the Resigning Securities Intermediary from such liabilities, duties and obligations.

SECTION 3. EFFECTIVE DATE.

This Amendment shall become effective as of the date of the satisfaction of the following conditions precedent:

3.1. receipt by the Administrative Agent and each Agent of (a) counterparts of this Amendment duly executed by each of the parties hereto; and (b) such other documents, instruments, agreements and Opinions of Counsel as the Administrative Agent or any Agent shall request in connection with the transactions contemplated by this Amendment, each in form and substance satisfactory to the Administrative Agent or such Agent, as applicable; and

3.2 receipt by the Administrative Agent of duly executed copies of each of the Intercreditor Agreement, the Security Agreement and the Master Deposit Account Control Agreement (in each case, as amended and restated as contemplated by this Amendment) in form and substance satisfactory to the Administrative Agent.

SECTION 4. REPRESENTATIONS, WARRANTIES.

The Borrower and the Servicer hereby represents and warrants to the Administrative Agent and each Lender that:

4.1. The execution, delivery, and performance by the Borrower and the Servicer in connection with this Amendment have been duly authorized by all requisite action by or on behalf of the Borrower and the Servicer, and this Amendment has been duly executed and delivered on behalf of the Borrower and the Servicer. This Amendment is enforceable against each such Person in accordance with its respective terms, except as enforceability may be limited by applicable debtor relief laws and general principles of equity.

4.2. No event has occurred and is continuing that constitutes (i) an Event of Default, Unmatured Event of Default or Facility Amortization Event or (ii) a Servicer Termination Event or any event that with the giving of notice or the lapse of time, or both, would constitute a Servicer Termination Event (after giving effect to this Amendment).

4.3. The representations and warranties contained in Sections 5.01 and 5.02 of the Agreement are true and correct on and as of the date hereof as though made on and as of the date hereof and shall be deemed to have been made on the date hereof, except to the extent such representations and warranties expressly relate to an earlier date as set forth therein (after giving effect to this Amendment).

SECTION 5. REFERENCE TO AND EFFECT ON THE AGREEMENT AND THE BASIC DOCUMENTS.

The parties hereto agree that notwithstanding the execution and delivery hereof, the Basic Documents shall be and remain in full force and effect and that any rights and remedies of the Administrative Agent and the Lenders thereunder, obligations of any Regional Management Entities thereunder and any liens or security interests created or provided for thereunder shall be and remain in full force and effect and shall not be affected, impaired or discharged hereby. Nothing herein contained shall in any manner affect or impair the priority of the liens and security interest created and provided for by the Basic Documents as to the indebtedness which would be secured thereby prior to giving effect hereto.

Except as specifically modified hereby the Agreement shall continue in full force and effect in accordance with its original terms. Except as specifically required hereby, reference to this specific Amendment need not be made in any note, document, letter, certificate, the Agreement itself, any other Basic Document or any communication issued or made pursuant to or with respect to the Agreement or any other Basic Document, any reference to the Agreement being sufficient to refer to the Agreement as amended hereby.

SECTION 6. EFFECT.

The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy under the Agreement or any of the other Basic Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

SECTION 7. RELEASE

Each of the Borrower and the Servicer acknowledges and confirms that it does not have any offsets, defenses, recoupments, claims or counterclaims against the Administrative Agent, the Lenders and each of their direct or indirect parent companies, present and former affiliates and subsidiaries, predecessors in interest, present and former officers, agents, directors, members, managers, attorneys and employees, and the respective heirs, executors, successors and assigns of all of the foregoing, whether past, present or future (collectively, the "*Released Parties*") arising out of or related to the Basic Documents, whether asserted or unasserted. To the extent that they may have such offsets, defenses, recoupments, claims or counterclaims, each of the Borrower and the Servicer and each of their successors, assigns, affiliates, predecessors, agents (acting in such capacity) and subsidiaries, whether past, present or future (collectively, the "*Releasing Parties*") as applicable, jointly or severally, release and forever discharge each of the Released Parties, of and from any and all manner of action and actions, cause and causes, counterclaims or action, suits, debts, torts, controversies, damages, judgments, executions, recoupments, claims and demands, in each case arising out of or related to the Basic Documents, asserted or unasserted, in law or in equity, which the Releasing Parties ever had or now have, upon or by reason of any matter, cause, causes or thing whatsoever, including, without limitation, any presently existing offset, claim, counterclaim, recoupment or defense arising out of or related to the Basic Documents, whether or not presently suspected, contemplated or anticipated.

SECTION 8. GOVERNING LAW.

This Amendment will be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws provisions (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 9. SEVERABILITY.

Each provision of this Amendment shall be severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any provision hereof, and the unenforceability of one or more provisions of this Amendment in one jurisdiction shall not have the effect of rendering such provision or provisions unenforceable in any other jurisdiction.

SECTION 10. COUNTERPARTS.

This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic transmission (*i.e.*, “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 11. ELECTRONIC SIGNATURES.

This Amendment shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, “*Signature Law*”); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings and authentication of Notes when required under the UCC or other Signature Law due to the character or intended character of the writings.

SECTION 12. EXPENSES.

The Borrower shall pay all out-of-pocket costs and expenses incurred by the Administrative Agent along with any fees, if any, in connection with the preparation, negotiation, execution and delivery of this Amendment and any other instruments and documents contemplated hereby.

SECTION 13 DIRECTION.

Each of the Resigning Securities Intermediary and the Resigning Account Bank is hereby authorized and directed to execute and deliver this Amendment.

[signatures appear on following pages]

6

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IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES VI, LLC, as Borrower

By: /s/ Harpreet Rana

Name: Harpreet Rana

Title: Executive Vice President and Chief Financial and
Administrative Officer

REGIONAL MANAGEMENT CORP, as Servicer

By: /s/ Harpreet Rana

Name: Harpreet Rana

Title: Executive Vice President and Chief Financial and
Administrative Officer

Signature Page to Third Amendment to Credit Agreement (RMR VI)

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REGIONS BANK,
as Administrative Agent, Securities Intermediary

By: /s/ Ellis Ryan
Name: Ellis Ryan
Title: Vice President

REGIONS BANK,
as Agent and as Committed Lender

By: /s/ Ellis Ryan
Name: Ellis Ryan
Title: Vice President

Signature Page to Third Amendment to Credit Agreement (RMR VI)

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COMPUTERSHARE TRUST COMPANY, N.A.,
as Resigning Securities Intermediary

By: /s/ Kristen Walters
Name: Kristen Walters
Vice President

Signature Page to Third Amendment to Credit Agreement (RMR VI)

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Solely with respect to Section 3 hereof:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Resigning Account Bank

By: Computershare Trust Company, N.A., as agent and attorney-in-fact of
Wells Fargo Bank, N.A.

By: /s/ Kristen Walters
Name: Kristen Walters
Title: Vice President

Signature Page to Third Amendment to Credit Agreement (RMR VI)

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Exhibit A

Amendments to Credit Agreement

See attached.

CREDIT AGREEMENT

Dated as of February 2, 2023

among

REGIONAL MANAGEMENT RECEIVABLES VI, LLC,
as Borrower,

REGIONAL MANAGEMENT CORP.,
as Servicer,

the LENDERS
from time to time parties hereto,

the AGENTS
from time to time parties hereto,

COMPUTERSHARE TRUST COMPANY, N.A.,
as ~~Securities Intermediary and~~ Backup Servicer,

and

REGIONS BANK,
as Administrative Agent and Securities Intermediary.

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CREDIT AGREEMENT

This Credit Agreement, dated as of February 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is among Regional Management Receivables VI, LLC, a Delaware limited liability company, as borrower (the “Borrower”), Regional Management Corp., a Delaware corporation (“Regional Management”), as servicer (the “Servicer”), the lenders from time to time parties hereto (the “Lenders”), the agents for the Lender Groups (as defined herein) from time to time parties hereto (the “Agents”), Regions Bank (“Regions Bank”), as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), and as securities intermediary (in such capacity, the “Securities Intermediary.”), and Computershare Trust Company, N.A., including its successors and permitted assigns, as ~~securities intermediary (in such capacity, the “Securities Intermediary.”)~~, ~~and~~ backup servicer (in such capacity, the “Backup Servicer”).

WITNESSETH:

WHEREAS, the Borrower was formed for the purpose of taking assignments of, and holding, various assets, including secured and unsecured consumer loans, amounts received on or in respect of such finance contracts and proceeds of the foregoing;

WHEREAS, the Borrower desires that the Lenders make loans to the Borrower from time to time, the proceeds of which will be used to finance the purchase price of certain secured and unsecured consumer loans as described herein;

WHEREAS, the Lenders have made and desire to make such loans to the Borrower upon the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS; CONSTRUCTION

Section 1.01. Definitions

. Whenever used herein, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“Account Bank” means a Qualified Institution approved by the Administrative Agent and the Borrower, which ~~initially~~ as of the Third Amendment Effective Date shall be ~~Wells Fargo~~ Regions Bank, ~~National Association~~.

“Account Collateral” means the Accounts, together with all cash, securities, financial assets (as defined in Section 8-102(a)(9) of the UCC) and investments and other property from time to time deposited or credited to the Collection Account and the Reserve Account and all proceeds thereof.

~~“Account Control Agreement” means the Account Control Agreement relating to the Accounts, dated as of the Closing Date, among the Borrower, the Administrative Agent and the Securities Intermediary.~~

“Accounts” mean the Collection Account and the Reserve Account.

“Additional Amount” has the meaning given to such term in Section 2.14(a).

“Adjusted Daily Simple SOFR” means, for purposes of any calculation with respect to any Loan which accrues interest based on Daily Simple SOFR and an Interest Period, the rate per annum equal to Daily Simple SOFR for such Interest Period; provided, that if Daily Simple SOFR as so determined shall ever be less than the Floor, then Adjusted Daily Simple SOFR shall be deemed to be the Floor. Any change in Adjusted Daily Simple SOFR due to a change in SOFR shall be effective from and including the effective date of such change in SOFR without notice to the Borrower.

“Adjusted Term SOFR” means, for purposes of any calculation with respect to any Loan that accrues interest based on Term SOFR and an Interest Period, the rate per annum equal to Term SOFR for such calculation with respect to such Loan for such Interest Period; provided, that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

“Administrative Agent” has the meaning given to such term in the Preamble.

“Advance Rate” means 75.0%.

“Advisors” means accountants, attorneys, consultants, advisors, credit enhancers, liquidity providers and Persons similar to the foregoing and the respective directors, officers, employees and managers of each of the foregoing.

“Affected Party” means the Administrative Agent, any Lender, any Credit Provider or any of their respective Affiliates.

“Affiliate” means, with respect to a Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” or “controlled” have meanings correlative to the foregoing.

“Agent” means the agent for a particular Lender Group and “Agents” means all agents for all Lender Groups.

“Aggregate Commitment” means, as of any day, the sum of the Commitments of each Lender Group.

“Aggregate Unpays” means, as of any date, an amount equal to the sum of (without duplication) (i) the Loans Outstanding, (ii) all accrued but unpaid Interest and (iii) all Unused

Commitment Fees, Hedge Breakage Costs and other Obligations owed (whether due or accrued) by the Borrower to the Secured Parties, the Administrative Agent, the Backup Servicer, the Securities Intermediary and the Third Party Allocation Agent under this Agreement and the other Basic Documents.

“Agreement” has the meaning given to such term in the Preamble.

“Alternative Rate” means, with respect to any Loan and an Interest Period, an interest rate per annum equal to either Adjusted Term SOFR for such Interest Period or Adjusted Daily Simple SOFR for each day in the Interest Period, at the election of the Borrower; provided, however, that the “Alternative Rate” shall be the Base Rate for such Interest Period during the continuation of any Benchmark Unavailability Period.

“AML Law” has the meaning given to such term in Section 15.11.

“Amortization Period” means the period commencing on the Revolving Period Termination Date and ending on the day on which the Loans Outstanding are reduced to zero and all other Aggregate Unpaid have been paid in full.

“Annual Percentage Rate” or “APR” means, with respect to a Receivable, the rate per annum of finance charges stated in such Receivable as the “annual percentage rate” (within the meaning of the Federal Truth-in-Lending Act). If, after the Closing Date, the rate per annum with respect to a Receivable as of the related Cutoff Date is reduced (i) as a result of an Insolvency Proceeding involving the related Obligor or (ii) pursuant to the Servicemembers Civil Relief Act or similar State law, “Annual Percentage Rate” or “APR” shall refer to such reduced rate.

“Annualized Charge-off Ratio” means, with respect to any Determination Date and the related Collection Period, commencing with the Collection Period in which the initial Funding Date occurs, the product of (i) 12 and (ii) the percentage equivalent of a fraction, (a) the numerator of which is (x) the aggregate outstanding Principal Balance (determined for this purpose, with respect to any Defaulted Receivable, as if such Receivable was not a Defaulted Receivable) of all Receivables that have become Defaulted Receivables during such Collection Period, minus (y) the aggregate amount of Monthly Recoveries collected during the related Collection Period and (b) the denominator of which is the aggregate Principal Balance of all of the Receivables as of the last day of the previous Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Canadian Corruption of Foreign Public Officials Act or any other law, rule, or regulation of any jurisdiction applicable to each of the Borrower, the Servicer and their respective Affiliates from time to time concerning or relating to bribery or corruption.

“Anti-Money Laundering Laws” means applicable laws or regulations in any jurisdiction in which each of the Borrower, the Servicer and their respective Affiliates is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“Applicable Law” means, with respect to any Person, all existing and future applicable laws, rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and interpretations by any Governmental Authority (including, but not limited to, the federal Dodd-Frank Act; the Truth in Lending Act and its implementing regulation, Regulation Z, as these appeared under the Federal Reserve Board and, currently, under the CFPB; the Equal Credit Opportunity Act and its implementing regulation, Regulation B, as these appeared under the Federal Reserve Board and, currently, under the CFPB; the Securities and Exchange Act of 1934; the Fair Credit Reporting Act, including Regulation V; the Fair Credit Billing Act; the Fair Debt Collection Practices Act; the Federal Trade Commission Act; the Servicemembers Civil Relief Act; Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions; state adoptions of the foregoing federal laws; state usury laws; and state-specific adoptions of the National Consumer Act and the Uniform Consumer Credit Code), and applicable judgments, decrees, injunctions, writs, orders or line actions of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction.

“Assignment and Acceptance” means an assignment and acceptance agreement between a Lender and an Eligible Assignee, in substantially the form of Exhibit C hereto.

“Assumption Date” means the date, if any, when the Backup Servicer becomes Successor Servicer hereunder.

“Authoritative Copy” means, with respect to any Electronic Contract that constitutes Electronic Chattel Paper, the authoritative copy thereof, as such term is used in Section 9-105 of the UCC.

“Authorized Officer” means, with respect to any Person other than a natural person, any officer of such Person, including any president, vice president, assistant vice president, treasurer, assistant treasurer, secretary or assistant secretary or any other officer performing functions similar to those performed by such officers.

“Available Amount” means, with respect to any day, the positive amount, if any, by which the Facility Amount exceeds the Loans Outstanding on such day.

“Available Borrowing Capacity” means, as of any day, the aggregate committed borrowing capacity which, as of such date of determination, is undrawn and is then available to be drawn by Regional Management under each of (i) the Senior Revolver and (ii) the Other Warehouse Facilities.

“Available Funds” means, for any Payment Date and the related Collection Period, the sum of (i) Collections on deposit in the Collection Account, to the extent received during or in respect of such Collection Period and (ii) any Reserve Account Withdrawal Amounts.

“Available Funds Shortfall” means, for any Payment Date and the related Collection Period, the positive difference, if any, of (i) the amount necessary to make all distributions required to be made pursuant to clauses (i) through (iii) of Section 2.08 over (ii) Collections on deposit in the Collection Account, to the extent received during or in respect of such Collection Period.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 2.09(c)(iv).

“Backup Servicer” has the meaning given to such term in the Preamble.

“Backup Servicer Termination Notice” has the meaning given to such term in Section 8.04.

“Backup Servicing Fee” means the fee payable to the Backup Servicer on each Payment Date in accordance with Section 2.12(c), which fee shall be equal to the greater of (i) \$5,000, and (ii) the product of (a) the Backup Servicing Fee Rate, (b) the Eligible Pool Balance, as of the first day of the related Collection Period and (c) 1/12.

“Backup Servicing Fee Rate” has the meaning given to such term in the Computershare Fee Letter.

“Bank Originator” means any additional originator of the Receivables pursuant to a Bank Originator Program that has been approved in writing by the Administrative Agent and the Required Lenders.

“Bank Originator Conditions” means, with respect to any Receivable originated by a Bank Originator, which Regional Management intends to acquire from such Bank Originator, the satisfaction of the following conditions on or after the Second Amendment Effective Date: (a) delivery to the Administrative Agent of the fully executed copies of the applicable Bank Originator Program Documents, each in form and substance reasonably satisfactory to the Administrative Agent, along with copies and originals of such other documents, instruments, agreements and legal opinions reasonably requested by the Administrative Agent in connection therewith, (b) delivery to the Administrative Agent of the Bank Originator’s Credit Policy, and (c) the Administrative Agent shall have received and shall be satisfied, in its reasonable discretion, with the results of its diligence in respect of the applicable Bank Originator.

“Bank Originator Program” means a lending program established in accordance with and subject to a Bank Originator Program Agreement for which (i) Regional Management provides marketing and administrative services on behalf of such Bank Originator, (ii) Regional Management performs servicing or subservicing of the Receivables originated by such Bank Originator, and (iii) such Bank Originator underwrites, approves and originates such Receivables pursuant to the Bank Originator Program Agreement.

“Bank Originator Program Agreement” means that certain Program Management Agreement by and between each Bank Originator and Regional Management, in form and substance reasonably satisfactory to the Administrative Agent, as the same may from time to

time be amended, restated, supplemented and/or otherwise modified in accordance with the terms thereof and hereof, pursuant to which Regional Management agrees to provide certain marketing, administration and loan servicing services in connection with Receivables originated by each Bank Originator.

“Bank Originator Program Documents” means the Bank Originator Program Agreement, the Bank Originator Transfer Agreement, and all material agreements required to effectuate the Bank Originator Program that relate to the Receivables or participation interest therein originated by the applicable Bank Originator and transferred to the Borrower, each in form and substance reasonably satisfactory to the Administrative Agent.

“Bank Originator Transfer Agreement” means any receivable purchase agreement, contribution agreement, assignment agreement, transfer or similar agreement between a Bank Originator, as the seller / transferor, and Regional Management, as the purchaser / transferee, pursuant to which a Bank Originator from time to time sells, transfers or otherwise conveys, and Regional Management from time to time purchases or otherwise receives, certain Receivables or participation interests therein originated by such Bank Originator to be transferred to the Borrower, in each case, in form and substance reasonably satisfactory to the Administrative Agent, as the same has been and may further be amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof and hereof.

“Bankruptcy Code” means the United States Bankruptcy Code (Title 11 of the United States Code).

“Base Rate” means, as of any date of determination, a rate per annum equal to the greatest of (i) the Prime Rate, (ii) the Federal Funds Rate plus 0.50% and (iii) Term SOFR for a one-month tenor in effect on such day plus 1.0%; each change in the Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate, the Federal Funds Rate or Term SOFR, as applicable (provided that clause (iii) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable). Notwithstanding the foregoing, in no event shall the Base Rate be less than 0.0%.

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

“Base Rate Term SOFR Determination Day” has the meaning assigned thereto in the definition of “Term SOFR”.

“Basel II” means the second Basel Accord issued by the Basel Committee on Banking Supervision.

“Basel III” means the third Basel Accord issued by the Basel Committee on Banking Supervision.

“Basic Documents” means this Agreement, the First Tier Master Purchase Agreement, the First Tier North Carolina Purchase Agreement, any Bank Originator Transfer Agreement, the Trust Agreement, the 2023-1A SUBI Supplement, the 2023-1A SUBI Certificate, the Transfer and Contribution Agreement, the 2023-1A SUBI Security Agreement, the UTI Administration Agreement, the 2023-1A SUBI Servicing Agreement, the 2023-1A SUBI Subservicing

Agreement, the Second Tier Purchase Agreement, the Master Subservicing Agreement, the Electronic Vault Services Agreement, the Electronic Collateral Control Agreement, the Fee Letter, all Hedging Agreements, ~~the Account Control Agreement~~, the Intercreditor Agreement, the Master Deposit Account Control Agreement, the Security Agreement, and any other document, certificate, opinion, agreement or writing delivered pursuant to, or the execution of which is necessary or incidental to carrying out the transactions contemplated by, this Agreement or any of the other foregoing documents.

“Benchmark” means, initially, the Term SOFR Reference Rate or Daily Simple SOFR, as applicable; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate, Daily Simple SOFR or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.09(c)(i).

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

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated or bilateral credit facilities.

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

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

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the

first date on which such Benchmark or, in the case of Term SOFR, all Available Tenors of such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if, in the case of Term SOFR, any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

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

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

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

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

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

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

“Benchmark Unavailability Period” means, with respect to any Benchmark, the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.09(c)(i) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.09(c)(i).

“Benefit Plan” means (i) employee benefit plans (as defined in Section 3(3) of ERISA) that are subject to Title I of ERISA, (ii) plans described in Section 4975(e)(1) of the Code, including individual retirement accounts or Keogh Plans that are not exempt under Section 4975(g) of the Code and (iii) any entities whose underlying assets include Plan Assets by reason of a plan’s investment in such entities.

“BMO” means Bank of Montreal.

“Borrower” has the meaning given to such term in the Preamble.

“Borrower Basic Documents” means all Basic Documents to which the Borrower is a party or by which it is bound.

“Borrower Operating Account” means the account of the Borrower specified on Schedule H hereto.

“Borrowing Base” means, as of any date of determination, an amount equal to the product of (i) the Eligible Pool Balance and (ii) the Advance Rate.

“Borrowing Base Deficiency” means, as of any date of determination, the positive amount, if any, by which (i) the aggregate Loans Outstanding exceeds (ii) the Borrowing Base.

“Borrowing Deficit” has the meaning given to such term in Section 2.02(d).

“Branch Assisted Electronic Receivable” means a Receivable entered into by an applicant who is a Regional branch-originated borrower, with respect to which the loan documentation is signed using DocuSign, Inc. technology.

“Branch Receivable” means a Small Branch Receivable or a Large Branch Receivable.

“Breakage Costs” means such amount or amounts as shall compensate any Lender for any administrative loss, cost or expense (but excluding lost profits) incurred by such Lender (as reasonably determined by such Lender) as a result of (a) any prepayment of a Loan (and interest thereon) other than on a Payment Date or (b) any failure by the Borrower to draw on a Funding Date in an amount set forth in the related Funding Request (including, without limitation, as a result of a failure to satisfy any condition to such funding as set forth in Sections 2.01 and 4.02).

“Business Day” means any day (other than a Saturday or Sunday) on which banks are open for business in New York City, Atlanta, Georgia, Minneapolis, Minnesota and Wilmington, Delaware; provided that, in relation to any SOFR Loan, and interest rate settings for any such SOFR Loan, any such day that is only an U.S. Government Securities Business Day.

“Cash Equivalents” means (i) securities with maturities of 90 days or less from the date of acquisition, issued or fully guaranteed by the United States government or any agency thereof, (ii) certificates of deposit and Eurodollar time deposits with maturities of 90 days or less from the date of acquisition and overnight bank deposits of any commercial bank having capital and surplus in excess of \$500,000,000, (iii) repurchase obligations of any commercial bank satisfying the requirements of clause (ii) above, having a term of not more than seven days with respect to securities issued or fully guaranteed or insured by the United States government, (iv) commercial paper of a domestic issuer rated at least A-1 or the equivalent thereof by Standard & Poor’s or Prime-1 or the equivalent thereof by Moody’s or R-1 (mid) or the equivalent thereof by DBRS Morningstar and in either case maturing within 90 days after the day of acquisition, (v) securities with maturities of 90 days or less from the date of acquisition issued or fully guaranteed by any State or commonwealth or territory of the United States, by any political subdivision or taxing authority of any such State, commonwealth or territory or by any foreign government, the securities of which State, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by Standard & Poor’s or DBRS Morningstar or A2 by Moody’s, (vi) securities with maturities of 90 days or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (ii) above, (vii) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (vi) above or (viii) investments in money market or common trust funds having a rating from each of Moody’s and Standard & Poor’s in the highest investment category for short-term unsecured debt obligations or certificates of deposit granted thereby.

“Certificate of Formation” means the certificate of formation of the Borrower filed in Delaware, dated as of March 5, 2021.

“CFPB” means the Consumer Financial Protection Bureau.

“Change in Control” means the occurrence of any of the following: (i) any Person or group of Persons (within the meaning of Section 13 or 14 of the Exchange Act), shall have acquired beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of 30% or more of the total outstanding voting equity interests of Regional Management on a fully-diluted basis (and taking into account all such equity interests that such Person or group of Persons has the right to acquire pursuant to any option right) or (ii) the failure of Regional Management to own, directly or indirectly and free and clear of Liens, all of the outstanding voting equity (including membership) interests of the Borrower.

“Closing Date” means February 2, 2023

“Code” means the Internal Revenue Code of 1986.

“Collateral” has the meaning given to such term in Section 3.01(a).

“Collection Account” means a non-interest bearing trust account established or caused to be established by the Securities Intermediary at the Account Bank in the name and for the account of the Borrower, into which all Collections shall be deposited, which is pledged to the Administrative Agent for the benefit of the Secured Parties and subject to ~~the Account Control~~this Agreement.

“Collection Period” means, with respect to any Payment Date, the immediately preceding calendar month (or, in the case of the first Payment Date, the period from and including the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Collection Policy” means with respect to (i) the initial Servicer and any Subservicer, the customary servicing practices of Regional Management attached hereto as Exhibit E and (ii) any Successor Servicer, the customary servicing practices of such Successor Servicer, in each case as such customary servicing practices may be changed from time to time pursuant to this Agreement.

“Collections” means, with respect to any Collection Period and the related Payment Date, (i) all cash collections and other cash proceeds of any Receivable or any other Collateral received by the Servicer (including from an Originator, the Borrower or a Subservicer) from or on behalf of any Obligor in payment of any amounts owed in respect of such Receivable, including Release Amounts deposited in the Collection Account pursuant to Sections 5.04 and 7.03(c), investment earnings in the Collection Account and the Reserve Account and Liquidation Proceeds, (ii) any other funds received by the Servicer (including from an Originator, the Borrower or a Subservicer) with respect to any Receivable (exclusive of ancillary fees (other than extension fees and late fees) which may be retained by the Servicer or the related Subservicer) or any other Collateral, (iii) all payments received by the Borrower pursuant to any Hedging Agreement or Hedge Transaction and (iv) all amounts received as proceeds of the Collateral sold pursuant to Section 10.02(c); in each case received during or in respect of such Payment Date and Collection Period; provided that for the avoidance of doubt, “Collections” shall not include any amounts retained by the Servicer as a Servicing Fee Advance in accordance with the terms of Section 2.12(d).

“Commercial Paper Notes” means any short-term promissory notes issued by or on behalf of a Conduit Lender with respect to financing any Loan hereunder.

“Commitment” means, with respect to any Lender Group as of any day, the commitment of such Lender Group to fund Loans in an aggregate amount not to exceed the amount set forth with respect to such Lender Group in the related Lender Supplement, as such amount may be modified in accordance with the terms hereof.

“Committed Lender” means any Lender that is designated as a Committed Lender in a Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of such Lender Group’s Commitment assumed by such assignee pursuant to its respective Assignment and Acceptance.

“Commodity Exchange Act” means the Commodity Exchange Act of 1936, as amended.

“Computershare” means Computershare Trust Company, N.A., acting through its Corporate Trust Services division.

“Computershare Fee Letter” means, with respect to ~~the Securities Intermediary and~~ the Backup Servicer, the Schedule of Fees, dated as of December 28, 2022, between Computershare, the Borrower and/or Regional Management.

“Concentration Limits” means, as of any date of determination, based on the aggregate Eligible Receivables Principal Balance of the related type of Receivables:

(i) based on the billing addresses of the related Obligor, the State with the highest aggregate Eligible Receivables Principal Balance does not account for Receivables constituting more than 40.0% of the aggregate Eligible Receivables Principal Balance;

(ii) based on the billing addresses of the related Obligor, the three States with the highest aggregate Eligible Receivables Principal Balance do not account for Receivables constituting more than 80.0% of the aggregate Eligible Receivables Principal Balance;

(iii) based on the billing addresses of the related Obligor, any State other than the States with the three (3) highest aggregate Eligible Receivables Principal Balance does not account for Receivables constituting more than 15.0% of the aggregate Eligible Receivables Principal Balance;

(iv) no more than 65.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$6,000;

(v) no more than 30.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$8,000;

(vi) no more than 3.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a Credit Score of less than 541;

(vii) no more than 10.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a Credit Score of less than 581;

(viii) no more than 35.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a Credit Score of less than 621;

(ix) no more than 70.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a Credit Score of less than 661;

- 625;
- (x) the weighted average Credit Score of all Obligor with respect to the Eligible Receivables shall not be less than
 - (xi) the weighted average remaining term of all Receivables shall not be greater than forty-eight (48) months;
 - (xii) no more than 37.5% of the aggregate Eligible Receivables Principal Balance relates to Eligible Receivables that have an original term to maturity greater than forty-eight (48) months;
 - (xiii) the weighted average APR (by Principal Balance) of all Eligible Receivables shall not be less than 29.0%;
 - (xiv) no more than 22.5% of the aggregate Eligible Receivables Principal Balance relates to Receivables which are not secured by any collateral pursuant to the terms of the related Contract;
 - (xv) no more than 1.5% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which the related Contract is a Modified Contract;
 - (xvi) no more than 3.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Delinquent Receivables (30+ Days) but that are not Delinquent Receivables (60+ Days), measured, in each case, as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date) or, in the case of Receivables transferred to the Borrower after such Determination Date, as of the related Cutoff Date;
 - (xvii) no more than 2.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables that have an APR of less than 15.0%;
 - (xviii) no more than 20.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which the related Contract is a Convenience Check;
 - (xix) no more than 20.0% of the aggregate Eligible Receivables Principal Balance relates to Small Branch Receivables; and
 - (xx) no more than 5.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Online Originated Receivables.

“Conduit Lender” means any Lender that is designated as a “Conduit Lender” in the Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of its Lender Group’s Commitment assumed by such assignee pursuant to its respective Assignment and Acceptance.

“Confidential Information” means any information with respect to Regional Management, the Servicer, the Borrower, the Originators and their respective businesses and

financial information, the Obligors, the Receivables and other Collateral and includes (i) information transmitted in written, oral, magnetic or any other medium, (ii) all copies and reproductions, in whole or in part, of such information and (iii) all summaries, analyses, compilations, studies, notes or other records to the extent such contain, reflect or are generated from such information; provided, that Confidential Information does not include, with respect to a Person, information that (a) was already known to such Person and such knowledge was not obtained from the disclosing party under confidentiality obligations still binding on such Person, (b) is or has become part of the public domain through no act or omission of such Person in breach of Article Fourteen hereof, (c) is or was lawfully disclosed to such Person without restriction on disclosure by a third party, (d) is or was developed independently by such Person or (e) is or was lawfully and independently provided to such Person, from a third party who is not known by such Person to be in breach of an obligation of confidentiality to the disclosing party by disclosing such information.

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

“Continued Errors” has the meaning given to such term in Section 7.09(e).

“Contract” means (x) a Convenience Check or (y) with respect to any Receivable, any non-revolving personal loan contract executed by an Obligor (except in the case of a Convenience Check) under which an extension of credit by an Originator was made in the ordinary course of business to such Obligor (and, in the case of a non-revolving personal loan made by a Bank Originator, was made under the Bank Originator Program in accordance with the Bank Originator Program Documents), which contract contains the terms and conditions applicable to such Receivable and any applicable truth in lending disclosure statements related thereto (or, in the case of a Convenience Check, is accompanied by the terms and conditions applicable thereto and any applicable truth in lending disclosure statements related thereto which form a part of such contract), and which (i) (a) except with respect to Receivables originated by a Bank Originator, Regional Management had previously acquired from such Originator pursuant to the First Tier Master Purchase Agreement (or in the case of Receivables originated by Regional Finance Corporation North Carolina, has been contributed to the Trust), (b) with

respect to Receivables originated by a Bank Originator, Regional Management had previously acquired from such Bank Originator pursuant to the Bank Originator Transfer Agreement (or in the case of participation interests in North Carolina Receivables originated by a Bank Originator, have been contributed to the Trust), or (c) Regional Management has acquired directly or indirectly from a direct or indirect Subsidiary of Regional Management in connection with a Securitization (or in the case of Receivables originated by Regional Finance Corporation of North Carolina and in the case of participation interests in North Carolina Receivables originated by a Bank Originator, has been reallocated directly or indirectly from the related SUBI to the UTI); and (ii) the Borrower has acquired from Regional Management pursuant to the Second Tier Purchase Agreement and has included as part of the Collateral hereunder (or in the case of the Receivables originated by Regional Finance Corporation of North Carolina, and in the case of participation interests in North Carolina Receivables originated by a Bank Originator, has been allocated to the 2023-1A SUBI); provided that, for the avoidance of doubt, with respect to Receivables originated by a Bank Originator, the applicable Bank Originator retains legal title of the related Contract unless otherwise provided by the Bank Program Documents.

“Contractual Obligation” means, with respect to any Person, any provision of any securities issued by such Person or any indenture, mortgage, deed of trust, contract, undertaking, agreement, instrument or other document to which such Person is a party or by which it or any of its property is bound or is subject.

“Convenience Check” means a personal loan originated through Regional Management’s convenience check direct mail campaigns.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Credit Facility” means any of the committed loan facilities, lines of credit, letters of credit and other forms of credit enhancement available to the Conduit Lenders that are not Liquidity Facilities.

“Credit Policy” means the policies and procedures of Regional Management and each Bank Originator relating to the operation of the consumer lending business of Regional Management and such Bank Originator, as applicable, including the policies and procedures for determining the creditworthiness of Contract customers and the extension of credit to such customers, in each case as revised from time to time in accordance with this Agreement and initially as attached hereto as Exhibit D.

“Credit Provider” means any provider of a Credit Facility or Liquidity Facility.

“Credit Score” means either a FICO® Score or a VantageScore.

“Cutoff Date” means, with respect to Receivables transferred to the Borrower on each Funding Date, the close of business on such date as shall be identified as the Cutoff Date in the related Funding Request.

“Daily Simple SOFR” means, for any day (a “SOFR Rate Day”), a rate per annum equal

to SOFR for the day (such day, a “SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to (A) if such SOFR Rate Day is a U.S. Government Securities Business Day, such SOFR Rate Day or (B) if such SOFR Rate Day is not a U.S. Government Securities Business Day, the U.S. Government Securities Business Day immediately preceding such SOFR Rate Day, in each case, as such SOFR is published by the SOFR Administrator on the SOFR Administrator’s Website; provided that if by 5:00 p.m. (New York City time) on the second (2nd) U.S. Government Securities Business Day immediately following any SOFR Determination Day, SOFR in respect of such SOFR Determination Day has not been published on the SOFR Administrator’s Website and a Benchmark Replacement Date with respect to Adjusted Daily Simple SOFR has not occurred, then SOFR for such SOFR Determination Day will be SOFR as published in respect of the first preceding U.S. Government Securities Business Day for which such SOFR was published on the SOFR Administrator’s Website; provided further that SOFR as determined pursuant to this proviso shall be utilized for purposes of calculation of Adjusted Daily Simple SOFR for no more than three (3) consecutive SOFR Rate Days.

“DBRS Morningstar” means DBRS, Inc.

“Debt to Tangible Net Worth” means, as of any day, the ratio of Funded Debt to Tangible Net Worth.

“Defaulted Receivable” means, any Receivable (i) with respect to which a Scheduled Payment thereon remains unpaid for 180 days or more after the related due date for such payment (or such longer period as permitted in accordance with the Collection Policy) or (ii) which has been charged-off in full or in part or is deemed uncollectible by the Servicer (as reflected in the records of the Servicer), in each case, in accordance with the Collection Policy. For purposes of computing the Eligible Receivables Principal Balance, the Principal Balance of any Receivable that becomes a “Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Defaulted Receivable”.

“Defaulted Receivable Release Price” means, with respect to any Defaulted Receivable to be sold to a third party pursuant to Section 5.04(e), an amount equal to the Liquidation Proceeds expected to be received by the Servicer in connection the sale of such Defaulted Receivable to a third party.

“Defaulting Group” has the meaning given to such term in Section 2.02(d).

“Defaulting Lender” has the meaning given to such term in Section 2.02(c).

“Delinquency Ratio (60+ Days)” means, with respect to any Collection Period, commencing with the Collection Period in which the initial Funding Date occurs, the percentage equivalent of a fraction, (i) the numerator of which is equal to the aggregate Principal Balance of all Delinquent Receivables (60+ Days) as of the last day of such Collection Period and (ii) the denominator of which is equal to the aggregate Principal Balance of all Receivables as of the last day of such Collection Period.

“Delinquent Receivable (30+ Days)” means a Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for between 30

days and 59 days from the related due date.

“Delinquent Receivable (60+ Days)” means a Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for 60 days or more from the related due date.

“Delinquent Renewal” means, with respect to any Receivable, a transaction in which a new non-revolving personal loan originated pursuant to a Contract is entered into between an Originator and a Obligor, which new non-revolving personal loan (x) is originated in accordance with the Servicer’s delinquent renewal underwriting criteria as set forth in its Credit Policy, (y) refinances such Receivable in full or in part, and (z) may also extend additional financing to such Obligor.

“Derivatives” means any (i) exchange-traded or over-the-counter forward, future, option, swap, cap, collar, floor or foreign exchange contract or any combination of the foregoing, whether for physical delivery or cash settlement, relating to any interest rate, interest rate index, currency, currency exchange rate, currency exchange rate index, debt instrument, debt price, debt index, depository instrument, depository price, depository index, equity instrument, equity price, equity index, commodity, commodity price or commodity index, (ii) similar transaction, contract, instrument, undertaking or security or (iii) transaction, contract, instrument, undertaking or security containing any of the foregoing.

“Determination Date” means, with respect to any Payment Date and the related Collection Period, the last day of such Collection Period.

“Direct Competitor” means any Person (other than any Lender or its respective Affiliates) that (i) is primarily engaged in the same or substantially similar line of business as Regional Management and the Originators (other than a Bank Originator), (ii) is in direct competition with Regional Management and the Originators (other than a Bank Originator), and (iii) is identified on a written list delivered by Regional Management to the Administrative Agent and the Lenders on the Closing Date, as such list may be amended by Regional Management from time to time with the prior written consent of the Lenders (such consent not to be unreasonably withheld).

“Dodd-Frank Act” means The Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173).

“Dollars” or “\$” means the lawful currency of the United States.

“Dominion Period” has the meaning given to such term in the Intercreditor Agreement.

“Early Adoption Increased Costs” means charges or compensation sought from the Borrower by an Affected Party under Section 2.13(a) in anticipation of a Regulatory Change (including the imposition of internal charges on such Affected Party’s interests or obligations under this Agreement) in connection with such measures, in advance of the effective date of such Regulatory Change.

“Electronic Chattel Paper” shall have the meaning specified in Article 9 of the UCC.

“Electronic Collateral” has the meaning specified in the Electronic Collateral Control Agreement.

“Electronic Collateral Control Agreement” means that certain Electronic Collateral Control Agreement, dated as of the Closing Date, by and among the Administrative Agent, for itself and other Secured Parties, the Borrower, as a debtor, Regional Management, the Trust, acting thereunder solely with respect to the 2023-1A SUBI, as a debtor, and the Electronic Vault Provider.

“Electronic Contract” shall mean a Contract that was electronically executed and authenticated; provided, that an Electronic Contract that has been Exported shall not constitute an Electronic Contract. For the avoidance of doubt, each Online Originated Receivable shall be an Electronic Contract.

“Electronic Vault” shall mean the electronic vault wherein custody of Electronic Contracts shall be maintained in electronic form by the Servicer (in its capacity as custodian under this Agreement) (or any successor servicer), in each case, through a third-party Electronic Vault Provider that enables electronic contracting pursuant to the Electronic Vault Services Agreement.

“Electronic Vault Provider” shall mean eOriginal, Inc., a Delaware corporation, and any successor or replacement third-party provider of the technology platform on which the Electronic Vault operates acting in such capacity with the consent of the Administrative Agent (with the written consent of the Required Lenders).

“Electronic Vault Services Agreement” shall mean that certain Order Form with an effective date of February 2, 2023, by and between Regional Management and the Electronic Vault Provider.

“Electronic Vault System” shall mean the electronic vault system provided by the Electronic Vault Provider pursuant to the Electronic Vault Services Agreement or such other electronic system provider as may be mutually agreed upon by the Borrower, Regional Management and the Administrative Agent (with the written consent of the Required Lenders) that enables electronic contracting.

“Eligible Assignee” means a Person (i) whose short-term rating is at least “A-1” from Standard & Poor’s and “Prime-1” from Moody’s, or whose obligations under this Agreement are guaranteed by a Person whose short-term rating is at least “A- 1” from Standard & Poor’s and “Prime-1” from Moody’s, (ii) who is either a commercial paper conduit that is administered by, or an Affiliate of, a Lender, an Agent or the Administrative Agent or a commercial paper conduit to whom a Lender, an Agent or the Administrative Agent provides liquidity support, credit enhancement or other similar support or (iii) who prior to the occurrence of an Event of Default or a Facility Amortization Event, has been consented to by the Borrower, which consent shall not be unreasonably withheld, delayed or conditioned; provided that no Direct Competitor shall be an Eligible Assignee so long as no Event of Default or Facility Amortization Event has occurred and is continuing.

“Eligible Pool Balance” means, as of any date of determination, (i) the sum of (a) the aggregate Eligible Receivables Principal Balance as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date) and (b) without duplication, the aggregate Eligible Receivables Principal Balance of the Eligible Receivables added to the Collateral during the period commencing on the Determination Date referred to in clause (a) above and ending on such date of determination, as of the related Cutoff Dates minus (ii) any Excess Concentration Amounts as of such date of determination.

“Eligible Receivable” has the meaning assigned thereto in Schedule B hereto.

“Eligible Receivables Principal Balance” means, on any date of determination, the sum of the Principal Balances of all of the Receivables (or if indicated by the context, a specified portion of the Receivables, including a participation interest) that are Eligible Receivables as of the immediately preceding Determination Date (or as of such date of determination if such date is a Determination Date) or, in the case of Receivables (or if indicated by the context, a specified portion of the Receivables, including a participation interest) transferred to the Borrower after such Determination Date, as of the related Cutoff Date.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated and rulings issued thereunder.

“ERISA Affiliate” means any (i) corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Borrower, (ii) trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with the Borrower or (iii) member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as the Borrower, any corporation described in clause (i) above or any trade or business described in clause (ii) above.

“ERISA Event” means (a) the failure to meet the minimum funding standard of Sections 412 or 430 of the Internal Revenue Code or Sections 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA) or the failure to make by its due date a required installment under Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (b) a prohibited transaction, withdrawals (within the meaning of Sections 4203 or 4205 of ERISA) or “reportable event” within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for 30-day notice to the PBGC has been waived by regulation); (c) a notice of intent to terminate a Pension Plan established or maintained by Borrower or ERISA Affiliate has been filed; (d) a Pension Plan has been terminated under Section 4041(f) of ERISA or the Pension Benefit Guaranty Corporation has instituted proceedings to terminate, or appoint a trustee to administer such a Pension Plan or an event has occurred or condition exists that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such Pension Plan or (e) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 303(k) or Title IV of ERISA.

“Errors” has the meaning given to such term in Section 7.09(e).

“Event of Default” has the meaning given to such term in Section 10.01(a).

“Excess Concentration Amounts” means, without duplication, the aggregate Eligible Receivables Principal Balance of Receivables that cause the applicable Concentration Limits to not be met.

“Excess Spread Percentage” means, with respect to any Collection Period, commencing with the Collection Period in which the initial Funding Date occurs, the excess of (1) the weighted average APR of the Eligible Pool Balance as of the last day of such Collection Period, over (2) the annualized fraction (expressed as a percentage) the numerator of which is the excess (if any) of (i) the sum of the following amounts for the related Payment Date: (A) the Servicing Fee, (B) the Backup Servicing Fee, (C) the aggregate amount of Interest payable by the Borrower on all Loans Outstanding during the related Collection Period and any Interest with respect to any prior Payment Date to the extent not paid on a prior Payment Date, (D) the aggregate outstanding Principal Balance (determined for this purpose, with respect to any Defaulted Receivable, as if such Receivable was not a Defaulted Receivable) of all Receivables that have become Defaulted Receivables during such Collection Period *minus* the aggregate amount of Monthly Recoveries collected during the related Collection Period, and (E) the aggregate amount payable by the Borrower pursuant to a Hedging Agreement or Hedge Transaction on the related Payment Date (excluding termination payments and any upfront cap premiums), over (ii) the aggregate amount received by the Borrower pursuant to a Hedging Agreement or Hedge Transaction during such Collection Period (excluding termination payments), and the denominator of which is the aggregate Principal Balance of all of the Receivables as of the first day of such Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Exchange Act” means the Securities Exchange Act of 1934.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Secured Party or required to be withheld or deducted from a payment to a Secured Party: (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes imposed in lieu of net income Taxes or branch profits Taxes imposed, by any jurisdiction (or any political subdivision thereof), (a) as a result of the recipient being organized in, or having its principal office or applicable lending office located in the jurisdiction imposing such Tax or any political subdivision thereof) or (b) as a result of such Taxes being Other Connection Taxes, (ii) any United States withholding Tax imposed by reason of a Secured Party’s failure to provide to the Borrower the documents set forth in Section 2.14(e), (iii) any United States federal withholding Taxes that would be imposed on amounts payable to a Secured Party or other recipient under a Basic Document based upon the applicable withholding rate in effect at the time such Secured Party or other recipient becomes a party to such Basic Document (or designates a new lending office), except in each case to the extent that, pursuant to Section 2.14, amounts with respect to such Taxes were payable either to such Secured Party’s or recipient’s assignor immediately before such Secured Party or recipient became a party hereto or to such Secured Party or recipient immediately before it changed its lending office and (iv) any Taxes imposed pursuant to or as a result of FATCA.

“Exported” means, with respect to a Contract, the Servicer (acting at the written direction of the Administrative Agent) or the Administrative Agent has decommissioned the related Electronic Contract and the Authoritative Copy (in the case of an Electronic Contract that constitutes Electronic Chattel Paper) or the electronically authenticated original record (in the case of an Electronic Contract that does not constitute Electronic Chattel Paper), as applicable, of such Contract is printed out pursuant to a “Paper Out”™ within the meaning specified in the System Description. “Export” and “Exporting” shall have corollary meanings.

“Extension Ratio” means, with respect to any Collection Period, commencing with the Collection Period in which the initial Funding Date occurs, the percentage equivalent of a fraction, (i) the numerator of which is the aggregate Principal Balance as of the last day of the Collection Period of all Receivables that became Extended Receivables during such Collection Period and (ii) the denominator of which is the aggregate Principal Balance of all Receivables as of the last day of the previous Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Extended Receivable” means, with respect to any Collection Period, any Receivable for which the related Obligor’s scheduled payment due date has been extended pursuant to the Collection Policy during such Collection Period.

“Facility Amortization Event” means the occurrence of any of the following events:

- (i) a Level II Trigger Event;
- (ii) a failure on the part of the Borrower to pay all Aggregate Unpaid by the Revolving Period Termination Date;
- (iii) a Servicer Termination Event;
- (iv) an Event of Default;
- (v) a failure on the part of the Borrower to make any payment, transfer or deposit required by the terms of any Basic Document (other than as set forth in clauses (i) and (ii) of Section 10.01(a)) on the day such payment or deposit is required to be made, which default or failure continues unremedied for three (3) Business Days after the earlier of (i) receipt of written notice of such failure by the Borrower from the Administrative Agent or any Lender or (ii) discovery of such failure by a Responsible Officer of the Borrower;
- (vi) Regional Management, as Servicer, is no longer obligated to service new Receivables originated by Regional Management or purchased by Regional Management from the Originators;
- (vii) any change in the Collection Policy, other than in accordance with Section 6.02(o) or Section 6.04(j);

(viii) any change in the Credit Policy, other than in accordance with Section 6.01(h), Section 6.02(u) or Section 6.04(j);

(ix) an event of default shall have occurred under the Senior Revolver; or

(x) a failure on the part of Regional Management to publicly file financial statements in accordance with Section 13 or 15(d) of the Exchange Act within 120 days of the end of each fiscal year or within 45 days of each fiscal quarter or deliver to the Administrative Agent and the Lenders its financial statements to the extent required under Section 7.06(b).

“Facility Amount” means, on any date of determination, (i) prior to the Revolving Period Termination Date, the Aggregate Commitment on such day and (ii) on and after the Revolving Period Termination Date, the Loans Outstanding.

“Facility Termination Date” means the date on or following the Revolving Period Termination Date on which the Aggregate Unpaid have been indefeasibly paid in full.

“FATCA” means Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b) of the Code and any laws, rules or regulations applicable to any intergovernmental agreement enacted pursuant to the foregoing.

“Federal Funds Rate” means, for any period, a fluctuating interest rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal for each day during such period to the weighted average of the federal funds rates as reported in Federal Reserve Board Statistical Release H.15(519) or any successor or substitute publication selected by the Administrative Agent (or, if such day is not a Business Day, for the preceding Business Day), or, if for any reason such rate is not available on any day, the rate determined, in the sole opinion of the Administrative Agent, to be the rate at which federal funds are being offered for sale in the national federal funds market at 9:00 a.m., New York City time, on such day.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

“Fee Letter” means the fee letter, dated as of the Closing Date, among the Borrower, the Servicer, the Administrative Agent and the initial Committed Lenders, setting forth, among other things, the Margin, the Step-Up Margin and the Unused Commitment Fee Rate, as such Fee Letter shall be amended, amended and restated or otherwise supplemented from time to time including by that certain Amended and Restated Fee Letter, dated as of the Second Amendment Effective Date, among the Borrower, the Servicer, the Administrative Agent and the Committed Lenders.

“FICO® Score” means a credit score created by Fair Isaac & Corporation, or any successor thereto; provided, that, in the case of a Receivable with two Obligor, such score is based on the higher of the two FICO® Scores at origination.

“Financial Covenant” means, so long as Regional Management is the Servicer, as of the last day of any Collection Period, (i) its Tangible Net Worth is not less than \$125,000,000, (ii) its

Debt to Tangible Net Worth is not greater than 6.0 to 1.0 or such more restrictive ratio as have been effected in the Senior Revolver from time to time, (iii) the Liquidity Amount is not less than \$10,000,000 and (iv) Regional Management on a consolidated basis has unrestricted cash and unrestricted Cash Equivalents of not less than \$2,000,000.

“FinCEN” means the US Department of the Treasury’s Financial Crimes Enforcement Network.

“First Tier Master Purchase Agreement” means that certain First Tier Master Purchase Agreement, dated as of the Closing Date, by and among the Originators (other than a Bank Originator), as the sellers, and Regional Management, as the purchaser.

“First Tier North Carolina Purchase Agreement” means that certain First Tier North Carolina Purchase Agreement, dated as of the Closing Date, between Regional Finance Corporation of North Carolina, as the seller, and Regional Management, as the purchaser.

“Floor” means a rate of interest equal to 0.00%.

“Force Majeure Event” means an event that occurs as a result of an act of God, an act of the public enemy, acts of declared or undeclared war (including acts of terrorism), public disorder, rebellion, sabotage, disease, quarantine, epidemics, pandemics, landslides, lightning, fire, hurricanes, earthquakes, floods, other natural disasters or the declaration of a state of emergency by the governor of a State or the President of the United States or FEMA.

“Formation Documents” means the limited liability company agreement of the Borrower and the Certificate of Formation.

“Funded Debt” means, with respect to Regional Management on a consolidated basis in accordance with GAAP, on any day, without duplication, the following Indebtedness of such Regional Management: (i) all indebtedness or guarantees of Regional Management for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument or which accrue interest or are a type upon which interest charges are customarily paid; (ii) all liabilities secured by any Lien on any property owned by Regional Management even though Regional Management has not assumed or otherwise become liable for the payment thereof (provided that the amount of such liabilities included as Funded Debt shall be the lesser of the amount of such liabilities and the fair market value of the property of Regional Management securing such liabilities); (iii) the net amount of all indebtedness, obligations or liabilities of Regional Management in respect of Derivatives; (iv) all obligations, contingent or otherwise, of Regional Management as an account party in respect of undrawn letters of credit and undrawn letters of guaranty; (v) all obligations, contingent or otherwise, of Regional Management in respect of bankers’ acceptances; and (vi) guaranties of any of the foregoing.

“Funding Date” means each Business Day on which a Loan is made.

“Funding Request” means a written notice from the Borrower requesting a Loan and including the items required by Section 2.01(b), substantially in the form of Exhibit A hereto.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States.

“Governmental Authority” means, with respect to any Person, any nation or government, any State or other political subdivision thereof, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any bank examiner, any central bank or comparable agency and any court or arbitrator having jurisdiction over such Person.

“Gramm-Leach-Bliley Act” means the Financial Services Modernization Act of 1999 (Pub.L. 106-102, 113 Stat. 1338).

“Gross Excess Spread Percentage” means, with respect to any Collection Period, commencing with the Collection Period in which the initial Funding Date occurs, the excess of (1) the weighted average APR of the Eligible Pool Balance as of the last day of such Collection Period, over (2) the annualized fraction (expressed as a percentage) the numerator of which is the excess (if any) of (i) the sum of the following amounts for the related Payment Date: (A) the Servicing Fee, (B) the Backup Servicing Fee, (C) the aggregate amount of Interest payable by the Borrower on all Loans Outstanding during the related Collection Period and any Interest with respect to any prior Payment Date to the extent not paid on a prior Payment Date, and (D) the aggregate amount payable by the Borrower pursuant to a Hedging Agreement or Hedge Transaction on the related Payment Date (excluding termination payments and any upfront cap premiums), over (ii) the aggregate amount received by the Borrower pursuant to a Hedging Agreement or Hedge Transaction during such Collection Period (excluding termination payments), and the denominator of which is the aggregate Principal Balance of all of the Receivables as of the first day of such Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Hard Secured Receivable” means a Receivable that is, as of the date of the origination thereof, secured by a lien on one or more Titled Assets.

“Hedge Breakage Costs” means the sum of the Senior Hedge Breakage Costs and the Subordinated Hedge Breakage Costs.

“Hedge Collateral” means all of the rights of the Borrower, whether now existing and hereafter acquired, in and to all Hedging Agreements, Hedge Transactions and all present and future amounts payable by all Hedge Counterparties to the Borrower under or in connection with such Hedging Agreements and Hedge Transactions with such Hedge Counterparties.

“Hedge Counterparty” means any entity that on the date of entering into any Hedge Transaction (1) is the Administrative Agent or an Affiliate of the Administrative Agent or (2) (i) is an interest rate hedge provider that has been approved in writing by the Administrative Agent, acting at the direction of the Required Lenders (which approval shall not be unreasonably withheld), (ii) whose debt ratings satisfy each of the Long-Term Rating Requirement and the Short-Term Rating Requirement and (iii) who agrees that in the event that Moody’s, DBRS Morningstar or Standard & Poor’s reduces its long-term unsecured debt rating below the

Long-Term Rating Requirement or its short-term unsecured debt rating below the Short-Term Rating Requirement, it shall (a) transfer its rights and obligations under each Hedge Transaction to another entity that meets the requirements of this definition and has entered into a Hedging Agreement with the Borrower on or prior to the date of such transfer, (b) obtain a guarantee of all its obligations under each Hedge Transaction to which it is party, for the benefit of the Borrower, from a Person that satisfies each of the Long-Term Rating Requirement and the Short-Term Rating Requirement or (c) post collateral in an amount and form and upon such terms as are satisfactory to the Required Lenders. Each Hedge Counterparty must consent to the assignment of the Borrower's rights under the Hedging Agreement to the Administrative Agent pursuant to Section 6.03(b).

“Hedge Transaction” means each interest rate hedge transaction between the Borrower and a Hedge Counterparty entered into pursuant to Section 6.03(a) and governed by a Hedging Agreement.

“Hedging Agreement” means each agreement between the Borrower and a Hedge Counterparty which governs one or more Hedge Transactions entered into pursuant to Section 6.03(a), which shall consist of a “Master Agreement” in a form published by the International Swaps and Derivatives Association, Inc., together with a “Schedule” thereto, any applicable Credit Support Annex and each “Confirmation” thereunder confirming the specific terms of each such Hedge Transaction, in form and substance satisfactory to the Required Lenders. For the avoidance of doubt, a long form confirmation that incorporates a Master Agreement and any applicable Credit Support Annex by reference and includes terms that, if accompanying a Master Agreement or Credit Support Annex, would be included in the Schedule to the Master Agreement or paragraph 13 of the Credit Support Annex shall be considered a Hedging Agreement.

“Indebtedness” means, with respect to any Person and any day, without duplication, (i) all indebtedness or guarantees of such Person for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument, (ii) all obligations of such Person in respect of acceptances issued or created for the account of such Person, (iii) all liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof, (iv) all indebtedness, obligations or liabilities of that Person in respect of Derivatives, (v) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty and (vi) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances; provided, that “Indebtedness” shall not include any obligations of such Person under any leases.

“Indemnified Amounts” has the meaning given to such term in Section 11.01.

“Indemnified Party” has the meaning given to such term in Section 11.01.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or for the account of the Borrower under this Agreement, and (b) to the extent not covered in (a) above, Other Taxes.

“Independent Manager” means an individual who (a) for the five-year period prior to his or her appointment as Independent Manager of the Borrower has not been, and is not at the time of such appointment or during the continuation of his or her service as Independent Manager, any of the following: (i) an employee, director, stockholder, member, partner, attorney or counsel, or officer of any Regional Management Entity or any of their Affiliates (other than as an independent manager, springing member or special member thereof); (ii) a customer or supplier or creditor or other Person who derives any of its purchases or revenues from its activities with any Regional Management Entity or any of their Affiliates; or (iii) any member of the immediate family of or Person controlling or under common control with any Person excluded from serving as Independent Manager in (i) or (ii), (b) has prior experience as an independent director for a corporation or limited liability company whose charter documents required the unanimous consent of all independent directors thereof before such corporation or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state bankruptcy or insolvency law and (c) is employed by Maples Fiduciary Services (Cayman) Limited, Global Securitization Services Inc., CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, Wilmington Trust SP Services, Inc., Wilmington Trust, National Association, Stewart Management Company, LordSPV, a TMF Group Company, or, if none of those companies is then providing professional independent directors, independent managers or independent trustees, another nationally recognized company, in each case, that provides professional independent directors, independent managers or independent trustees and other corporate services in the ordinary course of its business and is reasonably acceptable to the Required Lenders.

“Initial Beneficiary” has the meaning given to such term in the Trust Agreement.

“Initial Loan” means the first Loan made on or after the Closing Date.

“Initial Receivables” means the Receivables that become a part of the Collateral in connection with the Initial Loan.

“Insolvency Event” means, with respect to any Person, (i) a case or other proceeding shall be commenced, without the application or consent of such Person in any court seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person under any applicable U.S. federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of such Person or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, or any similar action with respect to such Person under the Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts and (A) such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of sixty (60) consecutive days or (B) an order for relief in respect of such Person shall be entered in such case or proceeding or a decree or order granting such other requested relief shall be entered; or (ii) the commencement by such Person of a voluntary case under any Insolvency Law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such Insolvency Law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any

substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

“Insolvency Laws” means the Bankruptcy Code and all other applicable liquidation, conservatorship, bankruptcy, moratorium, arrangement, rearrangement, receivership, insolvency, reorganization, suspension of payments, marshaling of assets and liabilities or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

“Insolvency Proceeding” means, with respect to any Person, any bankruptcy, insolvency, arrangement, rearrangement, conservatorship, moratorium, suspension of payments, readjustment of debt, reorganization, receivership, liquidation, marshaling of assets and liabilities or similar proceeding of or relating to such Person under any Insolvency Laws.

“Instrument” means any “instrument” (as defined in Article 9 of the UCC), other than an instrument that constitutes part of chattel paper.

“Integrity Check” shall have the meaning ascribed to such term in the System Description.

“Intercreditor Agreement” means the ~~Fourth~~Fifth Amended and Restated Intercreditor Agreement, dated as of ~~December 17, 2021, the Third Amendment Effective Date, by and~~ among Regional Management, ~~Computershare, as successor to Wells Fargo Bank, National Association, Wells Fargo Securities, LLC~~BMO, as agent on behalf of the lenders under the Senior Revolver and as collateral agent, Regional Management, as servicer, Computershare, as Third Party Allocation Agent, and the other parties thereto, including but not limited to the Administrative Agent, and the other parties joined thereto from time to time, ~~including but not limited to the Administrative Agent~~in each case, as may be amended, restated or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Interest” means, for any Interest Period and each Loan outstanding during such Interest Period, interest on the Principal Amount of such Loan computed pursuant to Section 2.07; provided, however, that (i) no provision of this Agreement shall require or permit the collection of Interest in excess of the Maximum Lawful Rate and (ii) no portion of any payment of Interest shall be considered to have been paid by any distribution if at any time such distribution is rescinded or must otherwise be returned for any reason.

“Interest Period” means, (i) as to the initial Payment Date, the period beginning on, and including, the Closing Date and ending on, and including, the last day of February, 2023, and (ii) as to any subsequent Payment Date, the period beginning on, and including, the first day of the calendar month immediately preceding such Payment Date and ending on, and including, the last day of such calendar month; provided, that the final Interest Period shall begin on, and include, the first day of the calendar month containing the Facility Termination Date and shall end on the Facility Termination Date.

“Interest Rate” means, with respect to any Loan and any day in an Interest Period, a per annum rate equal to (i) the applicable Alternative Rate on such day plus (ii) the applicable Margin on such day plus (iii) the applicable Step-up Margin.

“Interest Rate Hedge Trigger” means that, as of any Determination Date, the Gross Excess Spread Percentage is below 16.75%.

“Invested Percentage” means, for a Lender on any day, the percentage equivalent of (i) the sum of (a) the portion of the Loans Outstanding (if any) funded by such Lender on or prior to such day, plus, without duplication, (b) any portion of the Loans Outstanding acquired by such Lender on or prior to such day as an assignee from another Lender pursuant to an Assignment and Acceptance, minus (c) any portion of the Loans Outstanding assigned by such Lender to an assignee on or prior to such day pursuant to an Assignment and Acceptance, divided by (ii) the aggregate Loans Outstanding on such day.

“Investment” means, with respect to any Person, any direct or indirect loan, advance or investment by such Person in any other Person, whether by means of share purchase, capital contribution, loan or otherwise, and excluding commission, travel and similar advances to officers, employees and directors made in the ordinary course of business, except as permitted under the Basic Documents.

“Investment Company Act” means the Investment Company Act of 1940.

“IRS” means the U.S. Internal Revenue Service.

“Large Branch Receivable” means a Receivable with an initial principal balance at the time of origination that is greater than or equal to \$2,501.

“Legal Final Maturity Date” means the Payment Date falling in the twelfth (12th) month following the Revolving Period Termination Date.

“Lender” means (i) any Committed Lender or (ii) any Conduit Lender.

“Lender Advance” has the meaning given to such term in Section 2.01(a).

“Lender Group” means each group of Lenders consisting of (i) if applicable, a group of Conduit Lenders, (ii) an agent for such group of Lenders and (iii) a group of Committed Lenders, whether directly or as assignees of any such Conduit Lender.

“Lender Percentage” means, with respect to a Committed Lender or Conduit Lender, its Commitment as a percentage of the Aggregate Commitment.

“Lender Register” has the meaning given to such term in Section 13.01(d).

“Lender Supplement” means the information set forth in Schedule A to this Agreement with respect to each Lender in a Lender Group relating to payment and notice information and setting forth the identity and related Commitment of each such Lender.

“Level II Trigger Event” means the occurrence of any of the following events on any Determination Date (other than during a Securitization Trigger Holiday or a Nonperforming Loan Sale Holiday, as applicable, with respect to such Determination Date and the related Collection Period with respect to clauses (i), (ii), and (iii)), with respect to the related Collection

Period:

(i) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 8.00%;

(ii) the average Extension Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 7.50%;

(iii) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, (A) if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday” or (B) during a Nonperforming Loan Sale Alternative Calculation Period, the average of the Annualized Charge-off Ratios as specified in the definition of “Nonperforming Loan Sale Alternative Calculation Period”) exceeds 15.50%;

(iv) [reserved];

(v) the average Managed Portfolio Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods exceeds 9.00%;

(vi) the average Managed Portfolio Extension Ratio for such Collection Period and the two preceding Collection Periods exceeds 8.50%; or

(vii) the average of the Managed Portfolio Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods exceeds 16.00%.

“Level III Trigger Event” means the occurrence of any of the following events on any Determination Date (other than during a Securitization Trigger Holiday or a Nonperforming Loan Sale Holiday, as applicable, with respect to such Determination Date and the related Collection Period with respect to clauses (i), (ii), (iii) and (iv)), with respect to the related Collection Period:

(i) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 10.50%;

(ii) the average Extension Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 9.00%;

(iii) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, (A) if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”, or (B) during a Nonperforming Loan Sale Alternative Calculation Period, the average of the Annualized Charge-off Ratios as specified in the definition of “Nonperforming Loan Sale Alternative Calculation Period”) exceeds 17.50%;

(iv) the average of the Excess Spread Percentage for such Collection Period and the two preceding Collection Periods (or, (A) if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Excess Spread Percentages for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”, or (B) during a Nonperforming Loan Sale Alternative Calculation Period, the average of the Excess Spread Percentages as specified in the definition of “Nonperforming Loan Sale Alternative Calculation Period”) is 0%;

(v) the average Managed Portfolio Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods exceeds 11.50%;

(vi) the average Managed Portfolio Extension Ratio for such Collection Period and the two preceding Collection Periods exceeds 10.00%; or

(vii) the average of the Managed Portfolio Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods exceeds 18.50%.

“Liability” means any duty, responsibility, obligation or liability.

“Lien” means any mortgage, lien, pledge, charge, claim, security interest or encumbrance of any kind.

“Liquidation Proceeds” means, for any Collection Period and any Defaulted Receivable or in connection with a Nonperforming Loan Sale, any Delinquent Receivable (60+Days), the amount (which shall not be less than zero) received by the Servicer and deposited into the Collection Account after such Receivable became a Defaulted Receivable or a Delinquent Receivable (60+ Days), as applicable, in connection with the attempted realization of the full amounts due or to become due under such Receivable, whether from the sale or other disposition of any underlying collateral securing the related Contract, the proceeds of repossession or any collection effort, the proceeds of recourse or similar payments payable in respect of such Receivable, or otherwise, net of any amounts required by Applicable Law to be remitted to the related Obligor and net of any reasonable out-of-pocket expenses (exclusive of overhead)

incurred by the Servicer with respect to the collection and enforcement of such Receivable, to the extent not previously reimbursed to the Servicer.

“Liquidity Amount” means, on any date of determination, the sum of (i) unrestricted cash and unrestricted Cash Equivalents owned by Regional Management on a consolidated basis, (ii) the Available Borrowing Capacity and (iii) if the conditions set forth in Section 4.02 to a Lender Advance on such date would be satisfied if a Funding Request for such date were delivered, the excess, if any, of the Borrowing Base over the Loans Outstanding.

“Liquidity Facilities” means each of the committed loan facilities, lines of credit and other financial accommodations available to a Conduit Lender to support the liquidity of such Conduit Lender’s Commercial Paper Notes.

“Loan” has the meaning given to such term in Section 2.01(a).

“Loans Outstanding” means, on any day, the aggregate Principal Amount of the Loans, made on or prior to such day, reduced from time to time by payments and distributions in respect of principal of the Loans in accordance with the terms hereof.

“Long-Term Rating Requirement” means, with respect to any Person, that such Person has a long-term unsecured debt rating of either not less than “A” by Standard & Poor’s, not less than “A(high)” by DBRS Morningstar or not less than “A2” by Moody’s.

“Managed Portfolio Aggregate Principal Balance” means, on any date of determination, the aggregate Principal Balances of all Managed Portfolio Receivables on such date.

“Managed Portfolio Annualized Charge-off Ratio” means, with respect to any Determination Date and the related Collection Period, the product of (i) 12 and (ii) the percentage equivalent of a fraction, (a) the numerator of which is the aggregate outstanding Principal Balance (determined for this purpose, with respect to any Managed Portfolio Defaulted Receivable, as if such Managed Portfolio Receivable was not a Managed Portfolio Defaulted Receivable) of all Managed Portfolio Receivables that have become Managed Portfolio Defaulted Receivables during such Collection Period and (b) the denominator of which is the Managed Portfolio Aggregate Principal Balance as of the last day of the previous Collection Period.

“Managed Portfolio Defaulted Receivable” means, any Managed Portfolio Receivable (i) with respect to which a Scheduled Payment thereon remains unpaid for 180 days or more after the related due date for such payment or (ii) which has been charged-off (or should have been charged-off) or is deemed uncollectible in accordance with the Collection Policy. For purposes of computing the Managed Portfolio Aggregate Principal Balance, the Principal Balance of any Managed Portfolio Receivable that becomes a “Managed Portfolio Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Managed Portfolio Defaulted Receivable”.

“Managed Portfolio Delinquency Ratio (60+ Days)” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is equal to the aggregate Principal Balance of all Managed Portfolio Delinquent Receivables (60+ Days) as of the last day of such Collection Period and (ii) the denominator of which is equal to the

Managed Portfolio Aggregate Principal Balance as of the last day of such Collection Period.

“Managed Portfolio Delinquent Receivable (60+ Days)” means a Managed Portfolio Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for 60 days or more from the related due date.

“Managed Portfolio Extended Receivable” means, with respect to any Collection Period, any Managed Portfolio Receivable for which the related Obligor’s scheduled payment due date has been extended pursuant to the Collection Policy during such Collection Period.

“Managed Portfolio Extension Ratio” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is the aggregate Principal Balance as of the last day of the Collection Period of all Managed Portfolio Receivables that became Managed Portfolio Extended Receivables during such Collection Period and (ii) the denominator of which is the Managed Portfolio Aggregate Receivables Balance as of the first day of such Collection Period.

“Managed Portfolio Receivable” means a Receivable (without giving effect to the requirement in the definition thereof that the related Contract be included in the Schedule of Receivables hereto) in Regional Management’s loan portfolio with an APR of 36.00% or less that relates to a Large Branch Receivable, Small Branch Receivable, Convenience Check or Online Originated Receivable, except for (i) auto loan delinquent renewals and (ii) any identified test products.

“Margin” has the meaning set forth in the Fee Letter.

“Master Collection Accounts” has the meaning given to such term in the Intercreditor Agreement.

“Master Deposit Account” means the deposit account governed by the Master Deposit Account Control Agreement.

“Master Deposit Account Control Agreement” means, collectively, (A) the ~~Fourth~~Fifth Amended and Restated Deposit Account Control Agreement, dated as of ~~September 20, 2019~~the Third Amendment Effective Date, among Regional Management, Wells Fargo Bank, National AssociationBMO, as collateral agent, Wells Fargo Bank, National Association, as depository bank, and the other parties thereto and (B) that certain Deposit Account Control Agreement, dated as of the Third Amendment Effective Date, among Regional Management, BMO, as collateral agent and BMO, as depository bank, and the other parties thereto, in each case, as may be amended or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Master Subservicing Agreement” means the Master Subservicing Agreement, dated as of the Closing Date, between the Servicer and each Subservicer.

“Material Adverse Effect” means, with respect to any Person and to any event or circumstance, a material adverse effect on (i) the business, condition (financial or otherwise), operations, performance, properties or prospects of such Person, (ii) the validity, enforceability

or collectability of this Agreement or any other Basic Document or the validity, enforceability or collectability of a material portion of (a) the Contracts, (b) the Receivables or (c) any other Collateral, (iii) the rights and remedies of the Secured Parties under the Basic Documents, (iv) the ability of such Person to perform its obligations under this Agreement or any other Basic Document to which it is a party or (v) the status, existence, perfection, priority or enforceability of the interest of the Administrative Agent or the Lenders in the Collateral.

“Maturity Date” means the earliest to occur of (i) the date that is twelve (12) months after the last Scheduled Payment, (ii) the Legal Final Maturity Date and (iii) the deemed occurrence or declaration of the Maturity Date under Section 10.01(b).

“Maximum Lawful Rate” means the highest rate of interest permissible under Applicable Law.

“Member” means Regional Management, as the member of the Borrower.

“Modified Contract” means, with respect to a Receivable, the related Contract (i) which at any time, was in default and which default was cured by adjusting or amending the contract terms or accepting a reduced payment, other than a Contract that was modified in connection with an insolvency proceeding under Chapter 13 of the Bankruptcy Code, or (ii) for which the APR, the number or amount of the Scheduled Payments or Principal Balance was amended or otherwise modified at any time.

“Monthly Loan Tape” means a data tape, which shall include with respect to each Receivable (i) the related Contract identification number, (ii) the identity of the related Originator, (iii) the current Principal Balance, (iv) the current number of days such Receivable is delinquent, (v) whether or not the related Obligor is a debtor in bankruptcy, (vi) the next payment date, (vii) the remaining term to maturity, (viii) the current maturity date, (ix) the original maturity date, (x) the number of extensions, (xi) the date of Contract (origination date), (xii) the funding date, (xiii) the original APR, (xiv) the current APR, (xv) the original monthly payment amount, (xvi) the current monthly payment amount, (xvii) the original principal balance (amount financed), (xviii) the original term to maturity, (xix) the State in which the related Obligor has a mailing address, (xx) the Credit Score at origination, (xxi) the product category (Large Branch, Small Branch, Online or Convenience Checks), (xxii) the security type (soft, hard or unsecured), (xxiii) whether the related contract is a Modified Contract, and (xxiv) any other information reasonably requested by a Lender to be included therein.

“Monthly Principal Payment Amount” means, with respect to any Payment Date, the amount (or such lesser amount as then available pursuant to Section 2.08(a)(iii)), if any, necessary to reduce the Loans Outstanding so that they equal the Borrowing Base as of such Payment Date.

“Monthly Recoveries” means, without duplication, with respect to any Receivable, any amounts (up to the aggregate principal balance of such Receivable that has been charged off in accordance with the Collection Policy) actually collected that, in accordance with the Collection Policy in effect at the time of such collection, constitute recoveries of amounts that were previously charged off with respect to such Receivable.

“Monthly Report” means, with respect to any Payment Date and the related Collection Period, a monthly statement of the Servicer delivered on each Reporting Date with respect to such Collection Period, in substantially the form of Exhibit H, which may be modified from time to time as mutually agreed by the Servicer, the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

“Moody’s” means Moody’s Investors Service, Inc.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA which is or was at any time during the current year or the immediately preceding five years contributed to by the Borrower or any ERISA Affiliate on behalf of its employees.

“Non-Defaulting Group” has the meaning given to such term in Section 2.02(d).

“Non-Defaulting Group Funding Date” means, with respect to a request by the Borrower to the Non-Defaulting Groups to fund the Borrowing Deficit in accordance with Section 2.02(d), the second Business Day following the date of such request.

“Nonperforming Loan Sale” means the sale to an unaffiliated third party pursuant to Section 5.04(f) hereof of a pool of Nonperforming Loan Sale Receivables.

“Nonperforming Loan Sale Collection Period” means the Collection Period during which a Nonperforming Loan Sale occurs; provided that for the avoidance of doubt, a Collection Period during which a Nonperforming Loan Sale occurs shall not be deemed to be a Nonperforming Loan Sale Collection Period unless and until the Administrative Agent receives written notice (which may be electronic) in accordance with Section 5.04(f).

“Nonperforming Loan Sale Alternative Calculation Period” means, the period beginning on the first day of a Nonperforming Loan Sale Collection Period through and including the last day of the second calendar month following the Nonperforming Loan Sale Collection Period; provided, that a Nonperforming Loan Sale Alternative Calculation Period shall not be deemed to occur unless and until the Administrative Agent receives written notice (which may be electronic) in accordance with Section 5.04(f). To calculate average Annualized Charge-off Ratio under clause (iii) of the “Level II Trigger Event” definition, and average Annualized Charge-off Ratio and Excess Spread Percentage under clauses (iii) and (iv) of the “Level III Trigger Event” definition during such Nonperforming Loan Sale Alternative Calculation Period, the Nonperforming Loan Sale Collection Period will be excluded as follows: (A) for the Determination Date relating to the Nonperforming Loan Sale Collection Period, the average Annualized Charge-off Ratio and Excess Spread Percentage shall be calculated for the three Collection Periods preceding the Nonperforming Loan Sale Collection Period, (B) for the Determination Date relating to the Collection Period immediately succeeding the Nonperforming Loan Sale Collection Period, the average Annualized Charge-off Ratio and Excess Spread Percentage shall be calculated for such Collection Period and the two Collection Periods immediately preceding the Nonperforming Loan Sale Collection Period; and (C) for the Determination Date relating to the second Collection Period immediately succeeding the Nonperforming Loan Sale Collection Period, the average Annualized Charge-off Ratio and Excess Spread Percentage shall be calculated for such Collection Period, the immediately

preceding Collection Period and the Collection Period immediately preceding the Nonperforming Loan Sale Collection Period. Notwithstanding the foregoing, there shall not be more than one Nonperforming Loan Sale Alternative Calculation Period per calendar year and there shall not be more than one Nonperforming Loan Sale Alternative Calculation Period in any period of six (6) consecutive months.

“Nonperforming Loan Sale Receivables” means the pool of Delinquent Receivables (60+ Days) and/or Defaulted Receivables sold in connection with a Nonperforming Loan Sale in accordance with Section 5.04(f).

“Nonperforming Loan Sale Release Price” means, with respect to any Nonperforming Loan Sale Receivables to be sold to a third party pursuant to Section 5.04(f), an amount equal to the Liquidation Proceeds expected to be received by the Servicer in connection with the sale of such Nonperforming Loan Sale Receivables to a third party.

“North Carolina Receivables” means, as of any date of determination, (i) the Receivables originated by Regional Finance Corporation of North Carolina and contributed to the Trust pursuant to the Transfer and Contribution Agreement from time to time, and (ii) Receivables originated by the applicable Bank Originator in North Carolina, participation interests with respect to which are contributed to the Trust pursuant to the Transfer and Contribution Agreement and/or the Bank Originator Program Documents, and, in each case, allocated to the 2023-1A SUBI pursuant to the 2023-1A SUBI Supplement as of such date, as evidenced by the 2023-1A SUBI Certificate.

“Nortridge Loan System” means a third-party technology platform on which the Regional Management Entities’ underwriting, servicing and collection activity are logged and maintained and which is integrated into the Regional Management Entities’ information technology infrastructure.

“Obligations” means all loans, advances, debts, liabilities, indemnities and obligations for monetary amounts owing by the Borrower to the Secured Parties, the Agents, the Backup Servicer, the Securities Intermediary or any of their respective assigns, whether due or to become due, matured or unmatured, liquidated or unliquidated, contingent or non-contingent and all covenants and duties regarding such amounts, of any kind or nature, present or future, arising under or in respect of the Loans or any Hedging Agreement, whether or not evidenced by any separate note, agreement or other instrument, including all principal, interest (including interest that accrues after the commencement against the Borrower of any action under the Bankruptcy Code), amounts payable pursuant to Sections 2.13 and 2.14, Breakage Costs, Hedge Breakage Costs, fees, including any and all arrangement fees, loan fees, Interest and Unused Commitment Fee and any and all other fees, expenses, indemnities, costs or other sums (including attorneys’ fees and disbursements) chargeable to the Borrower under the Basic Documents.

“Obligor” means each Person obligated to make payments on or pursuant to a Receivable, including any guarantor thereof.

“OFAC” means the U.S. Department of the Treasury’s Office of Foreign Assets Control.

“Officer’s Certificate” means a certificate signed by any officer of the Borrower, the

Servicer, an Originator, the Backup Servicer or any other Person, as the case may be, and delivered to the Administrative Agent or any other party hereto as required by this Agreement.

“Online Originated Receivable” means a Receivable that is not a Branch Assisted Electronic Receivable with respect to which the loan is originated online and the related loan documentation is signed using DocuSign, Inc. technology, or, with respect to a Bank Originated Receivable, using such Bank Originator’s proprietary software, in each case, in accordance with the Credit Policy.

“Opinion of Counsel” means, with respect to any Person, a written opinion of counsel, who is reasonably acceptable to the Administrative Agent or the party hereto that is the recipient of such written opinion of counsel.

“Originator” means each of (i) Regional Finance Corporation of Alabama, an Alabama corporation, (ii) Regional Finance Company of Arizona, LLC, a Delaware limited liability company, (iii) Regional Finance Company of California, LLC, a Delaware limited liability company, (iv) Regional Finance Company of Georgia, LLC, a Delaware limited liability company, (v) Regional Finance Company of Idaho, LLC, a Delaware limited liability company, (vi) Regional Finance Company of Illinois, LLC, a Delaware limited liability company, (vii) Regional Finance Company of Indiana, LLC, a Delaware limited liability company, (viii) Regional Finance Company of Louisiana, LLC, a Delaware limited liability company, (ix) Regional Finance Company of Mississippi, LLC, a Delaware limited liability company, (x) Regional Finance Company of Missouri, LLC, a Delaware limited liability company, (xi) Regional Finance Company of New Mexico, LLC, a Delaware limited liability company, (xii) Regional Finance Corporation of North Carolina, a North Carolina corporation, (xiii) Regional Finance Company of Oklahoma, LLC, a Delaware limited liability company, (xiv) Regional Finance Corporation of South Carolina, a South Carolina corporation, (xv) Regional Finance Corporation of Tennessee, a Tennessee corporation, (xvi) Regional Finance Corporation of Texas, a Texas Corporation, (xvii) Regional Finance Company of Utah, LLC, a Delaware limited liability company, (xviii) Regional Finance Company of Virginia, LLC, a Delaware limited liability company, (xix) Regional Finance Corporation of Wisconsin, a Wisconsin corporation, (xx) a Bank Originator, and (xxi) any other entity approved in writing by the Administrative Agent and the Required Lenders (a copy of which the Servicer shall provide to each Rating Agency, if any) that becomes a party to the First Tier Master Purchase Agreement pursuant to a joinder thereto.

“Other Connection Taxes” means, with respect to any Secured Party, Taxes imposed as a result of a present or former connection between such Secured Party and the jurisdiction imposing such Tax (other than connections arising from such Secured Party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Basic Document, or sold or assigned an interest in any Loan or Basic Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Basic Document, except any such Taxes that are

Other Connection Taxes imposed with respect to an assignment (other than an assignment at the request of Borrower).

“Other Warehouse Facilities” means (i) the ~~Second Amended and Restated~~ Credit Agreement, ~~dated as of April 14, 2021, by and among Regional Management Receivables II, LLC, as borrower, Regional Management, as servicer, the lenders from time to time parties thereto, Wells Fargo Bank, as account bank, collateral custodian and backup servicer, Credit Suisse AG, New York Branch, as administrative agent, and Credit Suisse AG, New York Branch, as structuring and syndication agent, (ii) the Credit Agreement, dated as of April 19, 2021, by and among Regional Management Receivables IV, LLC, as borrower, Regional Management, as servicer, the lenders and agents from time to time party thereto, Wells Fargo Bank, as account bank and backup servicer, and Wells Fargo Bank, as administrative agent, (iv) the Credit Agreement, dated as of April 28, 2021, by and among Regional Management Receivables V, LLC as borrower, Regional Management, as servicer, the lenders and agents from time to time party thereto, Wells Fargo Bank, as account bank and backup servicer and JPMorgan Chase Bank, National Association, as administrative agent, (iii) the Credit Agreement, dated as of April 3, 2023, by and among Regional Management Receivables VII, LLC as borrower, Regional Management, as servicer, the lenders and agents from time to time party thereto, Computershare, as securities intermediary and backup servicer and BMO Capital Markets Corp. as administrative agent~~ and (v) any other warehouse facility that a Special Purpose Affiliate may enter into from time to time, in each case, as amended, amended and restated, supplemented or otherwise modified from time to time.

“Owner of Record” means the owner of an Authoritative Copy (in the case of an Electronic Contract that constitutes Electronic Chattel Paper) or an electronically authenticated original record of an executed Contract (in the case of an Electronic Contract that does not constitute Electronic Chattel Paper), which, within the Electronic Vault System, (i) is the Borrower, with respect to all Receivables that are not North Carolina Receivables or Receivables originated by the applicable Bank Originator, (ii) is the Trust, with respect to all North Carolina Receivables (other than North Carolina Receivables that are originated by the applicable Bank Originator), and (iii) is a Bank Originator with respect to Receivables originated by such Bank Originator.

“Owners” means the Lenders that are owners of record of the Loans or, with respect to any Loans held by an Agent hereunder as nominee on behalf of Lenders in the related Lender Group, the Lenders that are beneficial owners of such Loans as reflected on the books of such Agent in accordance with this Agreement and the other Basic Documents.

“Participant Register” has the meaning given to such term in Section 13.01(g).

“Patriot Act” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

“Payment Date” means the 15th day of each calendar month or, if any such day is not a Business Day, the next succeeding Business Day (provided that the first Payment Date will be March 15, 2023).

“Pension Plan” means “employee pension benefit plan”, as such term is defined in Section 3(2) of ERISA and that is subject to Title IV of ERISA or Section 412 of the Code, maintained by the Borrower or an ERISA Affiliate during the current year or the immediately preceding five years, or in which employees of such Borrower or ERISA Affiliate are entitled to participate or have participated during the current year or the immediately preceding five years, as from time to time in effect.

“Periodic Term SOFR Determination Day” has the meaning assigned thereto in the definition of “Term SOFR”.

“Permitted Investments” means any of the following types of investments:

- (i) marketable obligations of the United States, the full and timely payment of which are backed by the full faith and credit of the United States and which have a maturity of not more than 270 days from the date of acquisition;
- (ii) bankers’ acceptances and certificates of deposit and other interest-bearing obligations (in each case having a maturity of not more than 270 days from the date of acquisition) denominated in Dollars and issued by any bank with capital, surplus and undivided profits aggregating at least \$100,000,000 (including the Securities Intermediary or any of its Affiliates), the short-term obligations of which meet or exceed the Short-Term Rating Requirement;
- (iii) repurchase obligations with a term of not more than ten days for underlying securities of the types described in clauses (i) and (ii) above entered into with any bank of the type described in clause (ii) above;
- (iv) commercial paper rated at least “A-1” by Standard & Poor’s and “Prime-1” by Moody’s;
- (v) money market funds registered under the Investment Company Act having a rating, at the time of such investment in the highest rating category by Moody’s and Standard & Poor’s (including funds for which any of the Securities Intermediary or its Affiliates is investment manager or advisor);
- (vi) demand deposits, time deposits or certificates of deposit (having original maturities of no more than 365 days) of depository institutions or trust companies incorporated under the laws of the United States or any State (or domestic branches of any foreign bank) and subject to supervision and examination by federal or State banking or depository institution authorities (including the Securities Intermediary or any of its Affiliates); provided, however, that at the time such investment, or the commitment to make such investment, is entered into, the short-term debt rating of such depository institution or trust company meets or exceeds the Short-Term Rating Requirement; and
- (vii) any other investments approved in writing by the Administrative Agent (acting at the direction of the Required Lenders); provided, that each of the Permitted Investments may be purchased from the Securities Intermediary or through any Affiliate of the Securities Intermediary.

“Permitted Liens” means (i) Liens in favor of the Borrower created pursuant to the Second Tier Purchase Agreement, (ii) Liens in favor of the Trust in respect to the North Carolina Receivables, (iii) Liens in favor of any Agent or the Administrative Agent, as agent for the Secured Parties created pursuant to this Agreement or any other Basic Document, (iv) mechanics’ and other statutory Liens arising by operation of law with respect to a Hard Secured Receivable and (v) Liens for taxes and assessments not yet due or for taxes which the Borrower is contesting in good faith and by appropriate legal proceedings the validity, applicability or amount thereof and such contest does not materially endanger any right or interest of the Secured Parties under the Basic Documents.

“Person” means an individual, partnership, corporation, limited liability company, joint stock company, trust (including a business or statutory trust), unincorporated association, sole proprietorship, joint venture, government (or any agency or political subdivision thereof) or other entity.

“Plan Assets” has the meaning given to such term in Section 3(42) of ERISA.

“Precompute Receivable” means any Receivable or Managed Portfolio Receivable for which the related Contract is reflected as a precompute loan on the records of the Servicer or the applicable Subservicer.

“Precomputed Interest Method” means the method in which the debt is expressed as the sum of the original principal amount plus the finance charge computed in advance, assuming all payments will be made when scheduled.

“Prepayment Notice” means a written notice from the Borrower to the Administrative Agent, the Agents, the Securities Intermediary and each Hedge Counterparty, if any, notifying such parties of its intent to prepay all or any portion of the Loans Outstanding in accordance with Section 2.06, substantially in the form of Exhibit K hereto.

“Prime Rate” means, for any date of determination, the rate of interest most recently announced by the Administrative Agent from time to time as its prime commercial rate for Dollar-denominated loans made in the United States.

“Principal Amount” means, with respect to any Loan, the aggregate amount advanced by the Lenders on the Funding Date in respect of such Loan.

“Principal Balance” means, as of any determination date with respect to (a) a Receivable or Managed Portfolio Receivable other than a Precompute Receivable, the outstanding principal balance of such Receivable or Managed Portfolio Receivable and (b) a Receivable or Managed Portfolio Receivable that is a Precompute Receivable, the calculated principal balance of such Precompute Receivable, which is the result of (x) the remaining unpaid amount due in respect of such Precompute Receivable minus (y) the unearned interest on such Precompute Receivable calculated on an accrual basis; provided, that in the case of (a) and (b), the principal balance of such Receivable or Managed Portfolio Receivable is measured as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date), or with respect to any Receivables transferred to the Borrower after such Determination Date, as of the related Cutoff Date, provided, that the Principal Balance of any Receivable or Managed

Portfolio Receivable, a portion of which has been charged-off in accordance with the Collection Policy, shall be reduced by the portion so charged-off; provided, further, the Principal Balance of any Receivable that becomes a “Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Defaulted Receivable” and the Principal Balance of any Managed Portfolio Receivable that becomes a “Managed Portfolio Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Managed Portfolio Defaulted Receivable”.

“Qualified Institution” means any depository institution or trust company organized under the laws of the United States or any State (or any domestic branch of a foreign bank) that either (i)(1) meets, or the parent of which meets, either (A) the Long-Term Rating Requirement or (B) the Short-Term Rating Requirement and (2) whose deposits are insured by the Federal Deposit Insurance Corporation or (ii) is otherwise approved by each of the Administrative Agent, the Servicer and the Borrower in writing.

“Rating Agency” means, as of any date of determination, each nationally recognized statistical rating organization then rating any Loan or any related Credit Facility or Liquidity Facility provided to a Conduit Lender with respect to any Loan, in each case, at the request of the Borrower or any Secured Party.

“Ratings Request” means a written request by an Agent to the Borrower and the Servicer, stating that the related Agent intends to request that a nationally recognized statistical rating organization publicly issue a Required Rating to the transactions contemplated by this Agreement that reasonably reflects the economics and credit of the Loans at the time of such request.

“Reborrowing” means, to the extent that any portion of the Loans has been repaid in connection with a repayment pursuant to Section 2.06, the reborrowing by the Borrower of all or a portion of such repaid amounts otherwise subject to and in accordance with the terms hereof.

“Receivable” means Indebtedness owed to an Originator or the Borrower by an Obligor (without giving effect to any transfer hereunder) under a Contract owned by the Borrower or included in the Schedule of Receivables, whether in tangible or electronic form and whether constituting an account, chattel paper, instrument or general intangible, arising out of or in connection with a non-revolving personal loan made by such Originator, and includes the right of payment of any finance charges and other obligations of the Obligor with respect thereto; provided, that, as the context may require, including with respect to uses of the term “Receivable” in connection with determining and measuring the assets that are held by the Borrower, “Receivable” shall include the Borrower’s participation interest in any Receivable originated by a Bank Originator. Notwithstanding the foregoing, once the Administrative Agent has released its security interest in a Receivable and the related Contract in accordance with the terms of this Agreement, such Receivable shall no longer be a Receivable hereunder.

“Receivable File” means, with respect to each Receivable, (i)(w) in the case of a Contract (other than an Electronic Contract or a Convenience Check), the original fully executed Contract, including, in the case of a Contract which has been Exported, the physical rendering of the related Electronic Contract produced upon Export, together with the related document history report, (x) in the case of an Electronic Contract that constitutes Electronic Chattel Paper, a single

Authoritative Copy of the executed Contract; (y) in the case of an Electronic Contract that does not constitute Electronic Chattel Paper, the electronically authenticated original record of the executed Contract and (z) in the case of a Convenience Check, a copy of the Contract, and (ii) any additional original executed documents, if any, evidencing a modification to any of the foregoing documents, whether executed physically or electronically and whether maintained in tangible or electronic form; provided, that with respect to clauses (i)(x) and (i)(y), the Electronic Contract is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent (for the benefit of the Secured Parties) in the Electronic Vault pursuant to Section 7.03(l)(ii) hereof.

“Records” means, with respect to any Contract, all documents, books, records and other information (including computer programs, tapes, disks, punch cards, data processing software and related property and rights) maintained with respect to any related item of Collateral and the related Obligor.

“Regional Local Bank Account” has the meaning given to such term in the Intercreditor Agreement.

“Regional Management” has the meaning given to such term in the Preamble.

“Regional Management Entities” means Regional Management, the Borrower and the Originators (other than a Bank Originator).

“Regulation AB” means Regulation AB under the Securities Act.

“Regulatory Change” means (i) the adoption or any change therein after the date hereof of any Applicable Law, rule or regulation (including any applicable law, rule or regulation regarding capital adequacy or liquidity coverage) or (ii) any change after the date hereof in the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof, or compliance with any request or directive (whether or not having the force of law) of any such Governmental Authority; provided, that for purposes of this definition, (a) the Risk-Based Capital Requirements, (b) the Dodd-Frank Act, Basel II, Basel III, the Volcker Rule and all requests, rules, guidelines or directives thereunder, issued in connection therewith or in implementation thereof, and (c) all requests, rules, guidelines and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, shall in each case be deemed to be a “Regulatory Change”, regardless of the date enacted, adopted, issued or implemented.

“Release Amount” means, as of the related Release Date, the aggregate Release Price deposited for a retransfer of Receivables under Section 5.04 and 7.03(c), the aggregate Defaulted Receivable Release Price deposited for a retransfer of Defaulted Receivables under Section 5.04(e) and the aggregate Nonperforming Loan Sale Release Price deposited for a retransfer of Nonperforming Loan Sale Receivables under Section 5.04(f).

“Release Date” means a Payment Date specified by the Borrower in connection with the retransfer of the Receivables under Section 5.04 or 7.03(c).

“Release Price” means an amount equal to the Principal Balance of a Receivable to be retransferred pursuant to Section 5.04, plus accrued and unpaid interest on such Receivable (at the related APR) through the date of repurchase and all related Breakage Costs and all Hedge Breakage Costs due to the relevant Hedge Counterparties for any termination in whole or in part of one or more Hedge Transactions related to the relevant Hedging Agreement, as required by any Hedge Counterparty; provided, that the Release Price with respect to any Defaulted Receivable shall be determined as if such Receivable were not a Defaulted Receivable.

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

“Reporting Date” means, with respect to any Payment Date, the third Business Day prior to such Payment Date.

“Required Cash Reserve Percentage” means (i) 0.50% or (ii) for any Payment Date on or after the Revolving Period Termination Date on which the Servicer shall have been directed to withdraw all amounts on deposit in the Reserve Account in accordance with Section 2.11(c), 0%.

“Required Legend” shall mean a watermark notation applied by the Electronic Vault System to every page of an Electronic Contract that reads “Regions Bank, as Administrative Agent, acting solely for the benefit of the Secured Parties, as secured party and assignee”.

“Required Lenders” means, at any time, (i) prior to the date on which the Commitments of the Committed Lenders terminate pursuant to the terms of this Agreement, Lenders holding Commitments representing 66 2/3% of the Aggregate Commitment or (ii) thereafter, Lenders representing 66 2/3% of the Loans Outstanding.

“Required Rating” means a rating of the transaction contemplated by this Agreement of at least “investment grade” from a nationally recognized statistical rating organization selected by the Required Lenders and reasonably acceptable to the Borrower.

“Requirements of Law” means, with respect to any Person, any law, treaty, rule or regulation, or order or determination of a Governmental Authority, in each case applicable to or binding upon such Person or to which such Person is subject, whether federal, State or local (including usury laws, the Federal Truth-in-Lending Act, Regulations U and T of the Federal Reserve Board and Regulations B, X and Z of the CFPB).

“Reserve Account” means a non-interest bearing trust account established or caused to be established by the Securities Intermediary at the Account Bank in the name and for the account of the Borrower, which is pledged to the Administrative Agent for the benefit of the Secured Parties and subject to ~~the Account Control~~this Agreement.

“Reserve Account Amount” means, on any day, the amount on deposit in the Reserve Account.

“Reserve Account Required Amount” means, on any date of determination, the product of (a) the Required Cash Reserve Percentage and (b) the Eligible Pool Balance.

“Reserve Account Withdrawal Amount” means, with respect to any Payment Date (i) on which an Available Funds Shortfall exists, an amount equal to the lesser of (a) the Reserve Account Amount and (b) the Available Funds Shortfall, (ii) following the Revolving Period Termination Date, the Reserve Account Amount, (iii) following the occurrence of an Event of Default that has not been waived by the Administrative Agent (acting at the direction of the Required Lenders), the Reserve Account Amount pursuant to Section 2.11(c), and (iv) on any other Payment Date, zero.

“Responsible Officer” means, when used with respect to any Person, any officer of such Person (within the Corporate Trust Services department of such Person in the case of the Backup Servicer ~~and the Securities Intermediary~~), including any president, vice president, assistant vice president, treasurer, secretary, assistant secretary, corporate trust officer or any other officer thereof customarily performing functions similar to those performed by the individuals who at the time shall be such officers, respectively, or to whom any matter is referred because of such officer’s knowledge of or familiarity with the particular subject, and, in each case, having direct responsibility for the administration of this Agreement.

“Revolving Period” means the period commencing on the Closing Date and ending on the Revolving Period Termination Date.

“Revolving Period Termination Date” means the earlier to occur of (i) the Scheduled Commitment Termination Date and (ii) a Facility Amortization Event.

“Risk-Based Capital Requirements” means the United States bank regulatory rule titled Risk-Based Capital Guidelines; Capital Adequacy Guidelines; Capital Maintenance: Regulatory Capital; Impact of Modification to Generally Accepted Accounting Principles; Consolidation of Asset-Backed Commercial Paper Programs; and Other Related Issues, adopted on December 15, 2009, by the Financial Accounting Standard Board.

“Sanctions” means individually and collectively, any and all economic or financial sanctions, trade embargoes and anti-terrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC), the U.S. State Department, the U.S. Department of Commerce, or through any existing or future Executive Order; (b) the United Nations Security Council; (c) the European Union; (d) the United Kingdom; or (e) any other governmental authorities with jurisdiction over the Borrower, the Servicer and their respective Affiliates.

“Sanctioned Target”: Any individual, entity, group, sector, territory, or country that is the target of any Sanctions, including without limitation, any legal entity that is deemed to be a target of Sanctions based on the direct or indirect ownership or control of such entity by any other Sanctioned Target(s) as determined under the applicable Sanctions.

“Schedule of Receivables” means the schedule of Receivables attached hereto as Schedule C, as updated from time to time in connection with each Funding Request or substitution of Receivables, as applicable.

“Scheduled Payments” means regularly scheduled monthly payments to be made by an

Obligor pursuant to the terms of the related Contract.

“Scheduled Commitment Termination Date” means February 1, 2027 (or, if such day is not a Business Day, the immediately preceding Business Day), or such later date to which the Scheduled Commitment Termination Date may be extended upon the written agreement of the Borrower, the Lenders, the Agents, the Administrative Agent and the other parties hereto.

“SEC” means the U.S. Securities and Exchange Commission.

“Second Amendment Effective Date” means January 31, 2025.

“Second Tier Purchase Agreement” means the Second Tier Purchase Agreement, dated as of the Closing Date, between Regional Management, as the seller, and the Borrower, as the purchaser.

“Secured Party” means (i) the Administrative Agent, (ii) each Lender and (iii) each Hedge Counterparty.

“Securities Act” means the Securities Act of 1933.

“Securities Intermediary” has the meaning given to such term in the Preamble.

~~“Securities Intermediary Fee” means the fee payable to the Securities Intermediary pursuant to the Computershare Fee Letter.~~

“Security Agreement” means the ~~Third~~Fourth Amended and Restated Security Agreement, dated as of ~~December 17, 2021~~the Third Amendment Effective Date, among Regional Management, ~~Regional Management Receivables II, LLC~~, Regional Management Receivables IV, LLC, Regional Management Receivables V, LLC, the Borrower, Regional Management VII, LLC, the borrowers under the Senior Revolver, ~~Regional Management Issuance Trust 2019-1, Regional Management Issuance Trust 2020-1~~, Regional Management Issuance Trust 2021-1, Regional Management Issuance Trust 2021-2, Regional Management Issuance Trust 2021-3, Regional Management Issuance Trust 2022-1 ~~and Regional Management Issuance Trust 2022-2B~~, Regional Management Issuance Trust 2024-1, Regional Management Issuance Trust 2024-2, Regional Management Issuance Trust 2025-1, Credit Recovery Associates, Inc. and Upstate Motor Company, as guarantors, ~~Wells Fargo Bank, National Association~~BMO, as collateral agent, and the other parties joined thereto from time to time, including without limitation, the Borrower, in each case, as may be amended or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Securitization” means any (i) securitization transaction undertaken by the Borrower or a Special Purpose Affiliate that is secured, directly or indirectly, by all or a portion of the Receivables, (ii) sale or other transfer by the Borrower or a Special Purpose Affiliate of all or a portion of the Receivables in connection with a “Securitization” as defined in clause (i) and in accordance with Section 2.15(a)(iii), (iii) sale or other transfer by the Borrower or a Special Purpose Affiliate of all or a portion of the Receivables, or (iv) other asset financing, secured loan or similar transaction involving all or a portion of the Receivables, in accordance with Section 2.15.

“Securitization Date” means the date upon which a Securitization is consummated.

“Securitization Date Certificate” means a certificate delivered by an Authorized Officer of the Servicer on the Securitization Date indicating that the requirements set forth in this Agreement for a Securitization has been satisfied.

“Securitization Trigger Holiday” means (i) with respect to the Delinquency Ratio (60+ Days), a period beginning on the first day of the calendar month in which any broadly marketed Securitization occurs in which (A) the related debt instruments are purchased by unaffiliated third parties (other than as may be required by applicable risk retention rules and one or more of the most subordinate tranches of such debt instruments that may be retained by affiliated parties) and (B) the Principal Balance of Receivables released pursuant to Section 2.15 are equal to or greater than 75.0% of the aggregate Principal Balance of all Receivables, and ending on the last day of the immediately following calendar month and (ii) with respect to the Extension Ratio, Annualized Charge-off Ratio and Excess Spread Percentage, the period beginning on the first day of the calendar month immediately following the calendar month in which any broadly marketed Securitization occurs in which (A) the related debt instruments are purchased by unaffiliated third parties (other than as may be required by applicable risk retention rules and one or more of the most subordinate tranches of such debt instruments that may be retained by affiliated parties) and (B) the Principal Balance of Receivables released pursuant to Section 2.15 are equal to or greater than 75.0% of the aggregate Principal Balance of all Receivables, and ending on the last day of the second calendar month following the calendar month in which such broadly marketed Securitization occurs; provided, that for purposes of calculating the Delinquency Ratio (60+ Days), the Extension Ratio, the Annualized Charge-off Ratio and the Excess Spread Percentage following the Securitization Trigger Holiday, the calendar months that occur during the Securitization Trigger Holiday will be excluded from such calculation.

“Securitization Release” means a release executed pursuant to Section 2.15, substantially in the form of Exhibit G.

“Senior Hedge Breakage Costs” means, with respect to any Hedge Transaction, any amount payable by the Borrower to the related Hedge Counterparty upon the early termination of such Hedge Transaction or any portion thereof for any reason other than any event of default under the related Hedging Agreement for which the related Hedge Counterparty is the defaulting party.

“Senior Interest” means, for any Payment Date and any Loan, all Interest payable in respect of such Loan on that Payment Date, other than any Interest payable in respect of such Loan as a result of the application of the Step-Up Margin on such Payment Date.

“Senior Revolver” means, the ~~Seventh Amended and Restated~~ Loan and Security Agreement, dated as of ~~September 20, 2019~~ the Third Amendment Effective Date, among the financial institutions named as lenders therein, ~~Wells Fargo Bank, National Association~~ BMO, as agent, Regional Management and the other borrowers party thereto from time to time, and certain Regional Management Affiliates, as guarantors, and the other guarantors party thereto from time to time, as amended from time to time.

“Servicer” has the meaning given to such term in the Preamble.

“Servicer Basic Documents” means all Basic Documents to which the Servicer is a party or by which it is bound.

“Servicer File” means, with respect to a Receivable, each of the following documents: (i) application of the Obligor for credit; (ii) a copy (but not the original) of the Contract and any modifications or amendments thereto; provided however, if such documents constitute Electronic Contracts, originals or copies thereof may be accessible via the Electronic Vault System or via the Nortridge Loan System; and (iii) such other documents as the Servicer customarily retains in its files in order to accomplish its duties under this Agreement; provided, that in each case such documents may be in either tangible or electronic form and, further provided that, certificates of title that are issued electronically may be held by a third party electronic title lienholder.

“Servicer Termination Event” has the meaning given to such term, on any day (i) prior to the Assumption Date, in Section 7.13 and (ii) on and after the Assumption Date, in Section 7.16(e).

“Servicer Termination Notice” has the meaning given to such term in Section 7.13.

“Servicing Centralization Event” means the occurrence of either (a) Regional Management fails to have a Tangible Net Worth of at least \$150,000,000 as of any Determination Date or (b) a Level II Trigger Event, followed by the delivery of written notice from the Administrative Agent (acting at the direction of the Required Lenders) to the Servicer, the Borrower and the Backup Servicer that the activities described on Schedule G should go into effect.

“Servicing Fee” means the fee payable to the Servicer on each Payment Date, monthly in arrears in accordance with Section 2.08, in an amount equal to the product of (i) the Servicing Fee Rate, (ii) the aggregate Principal Balance of all Receivables as of the first day of the related Collection Period and (iii) 1/12.

“Servicing Fee Advance” has the meaning given to such term in Section 2.12(d).

“Servicing Fee Rate” means (a) with respect to the initial Servicer, 4.00% per annum, and (b) with respect to any Successor Servicer, the rate determined in the manner set forth in Section 7.16(a), which rate the Successor Servicer shall provide prompt written notice of to the Rating Agencies, if any.

“Short-Term Rating Requirement” means, with respect to any Person, that such Person has a short-term unsecured debt rating of either not less than “A-1” by Standard & Poor’s, not less than “R-1 (middle)” by DBRS Morningstar or not less than “Prime-1” by Moody’s.

“Simple Interest Method” means the method of allocating a fixed level payment to principal and interest, pursuant to which the portion of such payment that is allocated to interest is equal to the product of the fixed rate of interest multiplied by the unpaid principal balance multiplied by the period of time elapsed since the preceding payment of interest was made.

“Small Branch Receivable” means a Receivable with an initial principal balance at the time of origination that is less than or equal to \$2,500.

“SOFR” means, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator for such U.S. Government Securities Business Day, published by the SOFR Administrator on the SOFR Administrator’s Website on such U.S. Government Securities Business Day.

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

“SOFR Administrator’s Website” means the SOFR Administrator’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Loan” means any Loan bearing interest at a rate based on Adjusted Term SOFR or Adjusted Daily Simple SOFR, as applicable.

“Solvent” means, with respect to any Person at any time, having a state of affairs such that (i) the fair value of the property owned by such Person is greater than the amount of such Person’s liabilities (including the amount of any known disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated for purposes of Section 101(32) of the Bankruptcy Code; (ii) the present fair salable value of the property owned by such Person in an orderly liquidation of such Person is not less than the amount that will be required to pay the probable liability of such Person on its debts as they become absolute and matured; (iii) such Person is able to realize upon its property and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business; (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person’s ability to generally pay as such debts and liabilities mature; and (v) such Person is not engaged in business or a transaction, and is not about to engage in a business or a transaction, for which such Person’s property would constitute unreasonably small capital in relation to such business or transaction.

“Special Purpose Affiliate” means any special purpose entity that is an Affiliate of the Borrower and was created for the purpose of one or more Securitizations.

“Standard & Poor’s” means Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business.

“State” means any state of the United States or the District of Columbia.

“Step-Up Margin” has the meaning set forth in the Fee Letter.

“Subordinated Hedge Breakage Costs” means with respect to any Hedge Transaction, any amount payable by the Borrower to the related Hedge Counterparty upon the early termination of such Hedge Transaction or any portion thereof as a result of any event of default under the related Hedging Agreement for which the related Hedge Counterparty is the defaulting party.

“Subordinate Interest” means, for any Payment Date and any Loan, any Interest payable in respect of such Loan as a result of the application of the Step-Up Margin on such Payment Date.

“Subsequent Loan” means each Loan made following the Initial Loan.

“Subsequent Receivable” means each Receivable that becomes a part of the Collateral on a Funding Date other than the Funding Date relating to the Initial Loan.

“Subservicer” means each subservicer and subcustodian appointed by the Servicer and acceptable to the Administrative Agent and the Required Lenders for the servicing and administration of some or all of the Receivables which, as of the Closing Date, are identified on Schedule E, which schedule may be amended from time to time in accordance with this Agreement.

“Subsidiary” means, with respect to a Person, any entity with respect to which more than 50% of the outstanding voting securities or other ownership interests shall at any time be owned or controlled, directly or indirectly, by such Person and/or one or more of its Subsidiaries, or any similar business organization which is so owned or controlled.

“Substitute Receivable” means one or more Eligible Receivables not previously a part of the Collateral, substituted for a Receivable pursuant to Section 5.04, each having characteristics substantially similar, and in no event less favorable to the Secured Parties in any respect, than the affected Receivables being so substituted, without the consent of the Administrative Agent (acting at the direction of the Required Lenders).

“Successor Servicer” means the Backup Servicer, as successor to the Servicer, or another entity appointed pursuant to Section 7.14(b) as successor to the Servicer.

“System Description” shall mean the written description of the Electronic Vault System, attached hereto as Exhibit L.

“Tangible Net Worth” means, with respect to Regional Management on a consolidated basis, as of the Determination Date, its net worth calculated in accordance with GAAP, after subtracting therefrom the aggregate amount of its intangible assets (other than deferred tax assets), including goodwill, franchises, licenses, patents, trademarks, tradenames, copyrights and service marks.

“Tax” or “Taxes” means any present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), charges, assessments or fees of any nature (including interest, penalties and additions thereto) that are imposed by any Governmental Authority.

“Term SOFR” means,

(a) for any calculation with respect to a SOFR Loan that accrues interest based upon Adjusted Term SOFR, for the applicable Interest Period, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term”

SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR for the applicable Interest Period will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan for the applicable Interest Period, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Base Rate Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR for the applicable Interest Period will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) as administrator of the Term SOFR Reference Rate (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“Term SOFR Reference Rate” means the forward-looking term rate based on SOFR.

“Test Data File” means a test data file, which shall include the loan master file, the transaction history file and all other files necessary to carry out the servicing obligations hereunder.

“Third Amendment Effective Date” means August 19, 2025.

“Third Party Allocation Agent” means Computershare Trust Company, N.A., as successor to Wells Fargo Bank, National Association, acting through its Corporate Trust Services division, in such capacity under the Intercreditor Agreement.

“Third Party Service Provider” means any provider of third-party collection services, including, without limitation, Radius Global Solutions LLC, engaged by the Servicer or any Subservicer pursuant to Section 7.03(e)(ii).

“Titled Asset” shall mean a motor vehicle, boat, recreational vehicle, camper, trailer, motorcycle, all-terrain vehicle or other asset for which, under applicable State law, a certificate of title is issued and any security interest therein is required to be perfected by notation on such certificate of title.

“Transfer and Contribution Agreement” means the Transfer and Contribution Agreement, dated as of June 20, 2017, between Regional Finance Corporation of North Carolina and the Trust, as amended, restated, supplemented or otherwise modified from time to time.

“Transition Expenses” has the meaning given to such term in Section 7.14(d).

“Trust” means the Regional Management North Carolina Receivables Trust, Delaware statutory series trust formed by Wilmington Trust, National Association, pursuant to the certificate of formation filed with the Delaware Secretary of State on June 16, 2017.

“Trust Agreement” shall mean the Second Amended and Restated Trust Agreement, dated as of June 28, 2018, by Regional Finance Corporation of North Carolina, as settlor and initial beneficiary, and Wilmington Trust, National Association, as UTI trustee, Delaware trustee and administrative trustee, as amended, restated, supplemented or otherwise modified from time to time.

“Trust Documents” means the Trust Agreement, the 2023-1A SUBI Supplement, the UTI Administration Agreement, the 2023-1A SUBI Servicing Agreement, the 2023-1A SUBI Subservicing Agreement and the 2023-1A SUBI Security Agreement.

“UCC” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

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

“United States” or “U.S.” means the United States of America.

“Unmatured Event of Default” means any event that, with the giving of notice or the lapse of time, or both, would become an Event of Default.

“Unused Commitment Fee” means, for any Interest Period prior to the commencement of the Amortization Period, the fee payable by the Borrower pursuant to the Fee Letter on the related Payment Date in an amount equal to the product of (i) the Unused Commitment Fee Rate, (ii) an amount equal to the average daily Aggregate Commitment during such Interest Period minus the average daily Loans Outstanding during such Interest Period, and (iii) a fraction, the numerator of which is the actual number of days during such Interest Period and the denominator of which is 360.

“Unused Commitment Fee Rate” has the meaning given to such term in the Fee Letter.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association

recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements relating to the calculation of Term SOFR or Daily Simple SOFR, as applicable, such day is also a Business Day.

“U.S. Person” means a “United States person” as defined in Code Section 7701(a)(30).

“UTI” has the meaning given to such term in the Trust Agreement.

“UTI Administration Agreement” means the UTI Administration Agreement, dated as of June 28, 2018, by and between Regional Management North Carolina Receivables Trust and Regional Management Corp, as administrator.

“UTI Certificate” has the meaning given to such term in the Trust Agreement.

“VantageScore” means a credit score created by VantageScore Solutions, LLC, or any successor thereto; provided, that, in the case of a Receivable with two Obligor, such score is based on the higher of the two VantageScores at origination.

“Voleker Rule” means the regulations adopted to implement Section 619 of the Dodd-Frank Act, as amended.

[“Wells” means Wells Fargo Bank, National Association.](#)

“2023-1A SUBI” means that special unit of beneficial interest in the Trust created by the 2023-1A SUBI Supplement.

“2023-1A SUBI Certificate” means the 2023-1A SUBI certificate issued by the Trust and evidencing a beneficial interest in the North Carolina Receivables.

“2023-1A SUBI Security Agreement” means the 2023-1A SUBI Security Agreement, dated as of the Closing Date, among the Trust, Regional Finance Corporation of North Carolina, as beneficiary of the undivided trust interest of the Trust, the Borrower, in its capacity as the holder of the 2023-1A SUBI Certificate, and the Administrative Agent, as secured party.

“2023-1A SUBI Servicing Agreement” means the 2023-1A SUBI Servicing Agreement, dated as Closing Date, among the Trust, acting thereunder solely with respect to the 2023-1A SUBI, the Borrower, as 2023-1A SUBI Holder, and Regional Management, as 2023-1A SUBI Servicer.

“2023-1A SUBI Subservicing Agreement” means the 2023-1A SUBI Subservicing Agreement, dated as of the Closing Date, among Regional Management, as 2023-1A SUBI Servicer, Regional Finance Corporation of North Carolina and the Trust.

“2023-1A SUBI Supplement” means the 2023-1A SUBI Supplement to the Trust Agreement, dated as of the Closing Date, among Regional Finance Corporation of North Carolina, as settlor and initial beneficiary, Borrower, as 2023-1A SUBI beneficiary and 2023-1A SUBI holder, and Wilmington Trust, National Association, as UTI trustee, 2023-1A SUBI

Trustee and administrative trustee, as amended, restated, supplemented or otherwise modified from time to time.

“2023-1A SUBI Trustee” means Wilmington Trust, National Association, in its capacity as 2023-1A SUBI Trustee.

Section 1.02.Accounting Terms and Determinations

. Unless otherwise defined or specified herein, all accounting terms shall be construed herein, all accounting determinations hereunder shall be made, all financial statements required to be delivered hereunder shall be prepared and all financial records shall be maintained in accordance with GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein, the Administrative Agent, the Required Lenders, Regional Management and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; provided, that until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) Regional Management and the Borrower shall provide to the Administrative Agent financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.03.Computation of Time Periods

. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

Section 1.04.Interpretation

. When used in this Agreement, unless a contrary intention appears: (i) a term has the meaning assigned to it; (ii) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP; (iii) “or” is not exclusive; (iv) “including” means including without limitation; (v) words in the singular include the plural and words in the plural include the singular; (vi) any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; (vii) references to a Person are also to its successors and permitted assigns; (viii) the words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision hereof; (ix) references contained herein to Article, Section, subsection, Schedule and Exhibit, as applicable, are references to Articles, Sections, subsections, Schedules and Exhibits in this Agreement unless otherwise specified; (x) references to “writing” include printing, typing and other means of reproducing words in a visible form; and (xi) the term “proceeds” has the meaning set forth in the applicable UCC.

Section 1.05.Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Lender that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Lender of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States of America or a state of the United States of America.

(b) In the event that any Lender that is a Covered Entity or a BHC Act Affiliate of such Lender becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Lender are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States of America or a state of the United States of America.

(c) As used herein, the following terms shall have the following meanings:

(i) “BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. §1841(k).

(ii) “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. §252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. §47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. §382.2(b).

(iii) “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§252.81, 47.2 or 382.1, as applicable.

(iv) “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 1.06.Rates

. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (i) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate hereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 2.09, will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (ii) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of the Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the

Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE 2

LOANS

Section 2.01 Loans.

(a) On the terms and subject to the conditions set forth in this Agreement (including the conditions precedent set forth in Article 4), the Borrower may from time to time on any Business Day during the Revolving Period, request that each Conduit Lender and Committed Lender make an advance (each such advance made by a Lender, a “Loan”) in the amount of each such Conduit Lender’s or Committed Lender’s Lender Percentage of the Principal Amount of the Loan requested (each, a “Lender Advance”), to the Borrower on a Funding Date.

(b) No later than 12:00 p.m., New York City time, one Business Day prior to a proposed Funding Date, the Borrower shall notify the Administrative Agent, the Agents and the Lenders of such proposed Funding Date and Loan by delivering to the Administrative Agent and the Agents (with a copy to the Securities Intermediary):

(i) a Funding Request, which will include, among other things, the proposed Funding Date, whether such Loan shall bear Interest based on Term SOFR or Daily Simple SOFR, a calculation of the Borrowing Base (calculated as of the previous Determination Date or, with respect to the initial Funding Date or any Receivables added or to be added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date), each as of the date the Loan is requested and the Principal Amount of the Loan requested, which shall be in an amount at least equal to \$1,000,000 or integral multiples of \$100,000 in excess thereof; and

(ii) an updated Schedule of Receivables that includes each Receivable, if any, that is to be purchased by the Borrower with the proceeds of the proposed Loan.

(c) Following receipt by the Administrative Agent, the Agents and the Lenders of a Funding Request, and prior to the Revolving Period Termination Date (i) each Conduit Lender (if any) may, in its sole discretion, make its Lender Advance of any Loan requested by the Borrower pursuant to Section 2.01(b), and (ii) each Committed Lender, to the extent not made by the Conduit Lender in its Lender Group (if any), severally agrees to make its Lender Advance of any Loan requested by the Borrower, in each case, subject to the conditions contained herein, in an aggregate amount equal to the Loan so requested.

(d) In no event shall:

(i) a Committed Lender be required on any date to fund a Principal Amount that would cause the Loans Outstanding with respect to such Committed Lender’s Lender Group, as determined after giving effect to such funding, to exceed such Committed Lender’s Commitment;

(ii) any Loan be requested hereunder, nor shall any Lender be obligated to fund its Lender Advance of any Loan, to the extent that after giving effect to such Loan, the Loans Outstanding would exceed the Borrowing Base (calculated as of the previous

Determination Date or, with respect to any Receivables added or to be added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date); and

- (iii) the Principal Amount of the Loans made on any Funding Date exceed the Available Amount on such day.

Section 2.02. Funding Mechanics.

(a) If any Funding Request is delivered to the Administrative Agent and the applicable Agents after 12:00 p.m., New York City time, on any Business Day, such Funding Request shall be deemed to be received prior to 12:00 p.m., New York City time, on the next succeeding Business Day and the proposed Funding Date of such proposed Loan shall be deemed to be the next Business Day following such deemed receipt. Each Funding Request shall include a representation by the Borrower that (i) the requested Loans will not, on the related Funding Date, exceed the Available Amount, (ii) after giving effect to such Loans, the Loans Outstanding will not exceed the Borrowing Base, and (iii) a representation that all of the conditions precedent to the making of such Loan have been satisfied or will be satisfied as of the proposed Funding Date. Any Funding Request shall be irrevocable.

(b) Each Conduit Lender shall notify the Agent for its Lender Group and the Administrative Agent by 10:00 a.m., New York City time, on the applicable Funding Date whether it has elected to make its Lender Advance offered to it pursuant to Section 2.01. In the event that a Conduit Lender shall not have timely provided such notice, such Conduit Lender shall be deemed to have elected not to make its Lender Advance of such Loan. If the Conduit Lender shall have elected or be deemed to have elected not to make its Lender Advance of such Loan, the Committed Lender in such Lender Group shall make available on the applicable Funding Date an amount equal to the portion of the Loan that each such Conduit Lender has not elected to fund, in an amount equal to its share of the Principal Amount to be funded.

(c) Each Lender's Lender Advance of a Loan shall be made, subject to the fulfillment of the applicable conditions set forth in Article Four, at or prior to 12:00 p.m., New York City time, on the applicable Funding Date, by deposit of immediately available funds to the Borrower Operating Account. Each Agent shall promptly notify the Borrower, the Administrative Agent and the other Agents in the event that any Lender in such Agent's Lender Group either fails to make such funds available before such time or notifies such Agent that it will not make such funds available before such time (such Lender, if a Committed Lender, shall be referred to herein as a "Defaulting Lender").

(d) If any Lender Group containing a Defaulting Lender that is a Committed Lender (a "Defaulting Group") fails to fund its ratable portion of any Loan requested by the Borrower pursuant to Section 2.01 (the aggregate amount unavailable to the Borrower as a result of such failure being herein called the "Borrowing Deficit"), then the Borrower, by no later than 1:30 p.m., New York City time, on the applicable Funding Date shall instruct each Agent for a Lender Group with a Committed Lender that does not include a Defaulting Lender (a "Non-Defaulting Group") to make Loans by deposit of immediately available funds to the Borrower Operating Account in an amount equal to such Non-Defaulting Group's proportionate share (based upon

the Commitment of the Committed Lender(s) in each Non-Defaulting Group relative to the Aggregate Commitment less the Commitment of the Defaulting Group) of the Borrowing Deficit and shall notify the Securities Intermediary thereof. Each Committed Lender in a Non-Defaulting Group shall use commercially reasonable efforts to fund on the date of such request, but in any event no event later than 1:00 p.m., New York City time, on the Non-Defaulting Group Funding Date shall fund, its proportionate share (based upon the Commitment of the Committed Lender(s) in each Non-Defaulting Group relative to the Aggregate Commitment less the Commitment of the Defaulting Group) of the Borrowing Deficit; provided, however, that, for the avoidance of doubt, no Lender shall have any obligation to fund any such Advance unless each of the conditions precedent stated therefor in Section 2.01(b) and Section 2.01(d) is satisfied after giving effect thereto. The Committed Lender that is the Defaulting Lender shall forthwith, upon demand, pay to the applicable Agents for the ratable benefit of the Lenders in the Non-Defaulting Groups all amounts paid by each such Lender in the Non-Defaulting Groups on behalf of such Defaulting Lender, together with interest thereon, for each day from the date a payment was made by the Lenders in the Non-Defaulting Groups until the date such Lenders have been paid such amounts in full, at a rate per annum equal to the sum of the Base Rate plus 1.00% per annum.

(e) In the event that, notwithstanding the fulfillment of the applicable conditions set forth in Article Four with respect to a Loan, a Conduit Lender elected to make an advance on a Funding Date but failed to make its Lender Advance available to the Borrower when required by Section 2.02(c), such Conduit Lender shall be deemed to have rescinded its election to make such advance, and neither the Borrower nor any other party shall have any claim against such Conduit Lender by reason of its failure to timely make such Loan. In any such case, the Borrower shall give notice of such failure no later than 1:30 p.m., New York City time, on the Funding Date to the related Agent, the Committed Lender for such Lender Group and to the Administrative Agent, which notice shall specify (i) the identity of such Conduit Lender and (ii) the amount of the Lender Advance which it had elected but failed to make. Subject to receiving such notice, such Committed Lender shall advance a portion of the Principal Amount in an amount equal to the amount described in clause (ii) above, at or before 4:00 p.m., New York City time, on such Funding Date and otherwise in accordance with Section 2.01(d).

(f) If any Lender makes available to the Borrower funds for any Loan to be made by such Lender as provided in the provisions of Sections 2.01 and 2.02, and the conditions to the applicable Loan set forth in Article Four are not satisfied or waived in accordance with the terms hereof, the Borrower shall return such funds (in like funds as received from such Lender) to such Lender.

(g) If any Loan is not made or effectuated, as the case may be, due to the Borrower's failure to satisfy, or continue to satisfy, the conditions to fund the Loan on the proposed Funding Date, the Borrower and the Servicer shall jointly and severally indemnify each Lender against any reasonable loss, cost or expense incurred by such Lender, including any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Loan.

(h) The failure of any Lender to make any Loan required to be made by it shall not

relieve any other Lender of its obligations hereunder; provided, that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(i) The Borrower expressly acknowledges and agrees that any election by any Lender, in its sole discretion, on one or more occasion to fund any Loan on any day prior to the final passage of the applicable notice period set forth in Section 2.01(a) above shall not constitute or be deemed to be an amendment, waiver or other modification of the requirement for such notice prior to any Lender funding any other Loan hereunder.

Section 2.03.Reductions of Commitments.

(a) At any time the Borrower may, upon at least ten (10) Business Days' prior written notice to the Administrative Agent, each Agent, the Securities Intermediary and each Hedge Counterparty, if any, reduce the Facility Amount, which shall be applied, unless otherwise consented to by the Administrative Agent (acting at the direction of the Required Lenders) and the Agents, pro rata to the Aggregate Commitment. Each partial reduction shall be in a minimum aggregate amount of \$5,000,000 or integral multiples of \$1,000,000 in excess thereof. Reductions of the Aggregate Commitment pursuant to this Section shall be allocated to the Commitment of each Committed Lender and each Conduit Lender, pro rata based on the Lender Percentage of the Aggregate Commitment represented by such Commitment. Any request for a reduction in the Facility Amount shall be irrevocable and the Borrower shall deliver no more than two such requests in any 12-month period.

(b) In connection with any reduction of the Facility Amount, the Borrower shall remit (i) first, to each applicable Agent for the ratable payment to each Lender, the amount sufficient to pay the Aggregate Unpaid due to such Lenders with respect to such reduction of the Facility Amount, including any associated Breakage Costs and (ii) second, to the relevant Hedge Counterparty, any Hedge Breakage Costs due to such Hedge Counterparty with respect to the reduction of the Loans Outstanding; *provided, however*, that no such reduction shall be given effect unless the Borrower has complied with the terms of any Hedging Agreement requiring that any Hedge Transaction related thereto be terminated in whole or in part as a result of any such reduction in the Loans Outstanding.

(c) On the Revolving Period Termination Date, the Commitments of all Lenders shall be automatically reduced to zero.

Section 2.04.[Reserved].

Section 2.05.Promise to Pay; Evidence of Indebtedness.

(a) The Borrower hereby promises to pay to the order of each Lender, or to each Agent on behalf of each Lender in its related Lender Group, as applicable, the portion of the Loans funded by such Lender, together with all accrued Interest thereon and all other Aggregate Unpaid, as set forth herein in lawful money of the United States of America and in immediately available funds and to pay interest, in like money, from the date on which such Loans were made at the rates and on the dates specified herein.

(b) Each Agent on behalf of the members of its Lender Group is hereby authorized to enter notations (which may be computer generated) in its books and records with respect to the portion of the Loans made by the members of such Agent's related Lender Group, as applicable hereunder, regarding each payment and repayment of principal thereof. Any such recordation shall constitute prima facie evidence of the accuracy of the information so recorded. The failure of the applicable Agent to make any such notation shall not limit or otherwise affect the obligation of the Borrower to repay the Loans and the Aggregate Unpaid in accordance with their respective terms as set forth herein.

Section 2.06. Optional Principal Repayment

. The Borrower may prepay all or any portion of the Loans Outstanding on any Business Day without penalty, upon delivery of a Prepayment Notice to the Administrative Agent, the Agents, the Securities Intermediary and each Hedge Counterparty, if any, at least two (2) Business Days prior to such anticipated prepayment; provided that (i) the amount prepaid is at least \$1,000,000 or integral multiples of \$250,000 in excess thereof (unless otherwise agreed to in writing by the Administrative Agent); (ii) the Borrower pays to each of the Secured Parties, on the date of any such prepayment, each such Secured Party's pro rata allocable share of (a) accrued Interest with respect to the portion of the Loans Outstanding to be prepaid through the date of prepayment, as calculated by the Administrative Agent, and (b) the pro rata portion of all other Aggregate Unpaid relating to such prepayment (including all Breakage Costs, but excluding all Hedge Breakage Costs and any other amounts payable by the Borrower under or with respect to any Hedging Agreement) payable to any Indemnified Party under this Agreement through the date of such prepayment, including Indemnified Amounts pursuant to Section 11.01; (iii) the Borrower certifies that following such prepayment, the Borrower will be in compliance with the provisions of this Agreement; (iv) no such reduction shall be given effect unless the Borrower has complied with the terms of any Hedging Agreement requiring one or more Hedge Transactions be terminated in whole or in part as a result of any such reduction; (v) the Borrower has paid all Hedge Breakage Costs due to the relevant Hedge Counterparty for such termination and (vi) the principal amount of such prepayment of the Loans Outstanding shall be allocated to each Lender ratably based on its Invested Percentage. Any notice of a prepayment shall be irrevocable.

Section 2.07. Payments

(a) The Borrower shall pay Interest on the unpaid Principal Amount of each Loan for the period from and including the related Funding Date until the date that such Loan shall be paid in full. Interest shall accrue during each Interest Period and be payable on the Loans Outstanding on each Payment Date in accordance with Section 2.08, unless earlier paid pursuant to Section 2.06 or Section 2.15. Notwithstanding the foregoing, the Principal Amount of each Loan, all Interest thereon, together with all other Aggregate Unpaid, shall be due and payable, if not previously paid, on the Maturity Date.

(b) Each Lender's Invested Percentage of the Loans Outstanding shall bear interest for each day during an Interest Period at a rate per annum equal to the applicable Interest Rate on such day for such Interest Period.

(c) Interest calculated by reference to (i) Term SOFR or Daily Simple SOFR shall be

calculated on the basis of a 360-day year for the actual number of days elapsed during the related Interest Period and (ii) the Prime Rate and the Federal Funds Rate shall be calculated on the basis of a 365- or 366- day year, as applicable, for the actual days elapsed. Periodic fees or other periodic amounts payable hereunder shall be calculated on the basis of a 360-day year and for the actual number of days elapsed during the related Interest Period.

(d) The principal of and Interest on the Loans shall be paid as provided herein. In the case of Loans held by an Agent as agent for its Lender Group, such Agent shall allocate to the members of its Lender Group each payment in respect of such Loans received by such Agent as provided herein. Payments in respect of principal and Interest (including pursuant to Section 2.06) shall be allocated and applied to Owners of such Loans based on their respective Invested Percentages, or in any such case in such other proportions as each affected Lender may agree upon in writing from time to time with such Agent and the Borrower.

(e) At or before 5:00 p.m., New York City time, on the first Business Day prior to each Reporting Date, the Administrative Agent shall notify the Borrower of the Interest Rates determined in accordance with the terms hereof. Each determination by the Administrative Agent of the Interest Rate pursuant to the terms of this Agreement shall be conclusive and binding on the Lenders, each Agent, the Borrower, the Servicer and the Backup Servicer, in the absence of manifest error.

(f) Notwithstanding any other provision of this Agreement or the other Basic Documents, if at any time the rate of interest payable by any Person under the Basic Documents exceeds the Maximum Lawful Rate, then, so long as the Maximum Lawful Rate would be exceeded, such rate of interest shall be equal to the Maximum Lawful Rate. If at any time thereafter the rate of interest so payable is less than the Maximum Lawful Rate, such Person shall continue to pay Interest at the Maximum Lawful Rate until such time as the total interest received from such Person is equal to the total Interest that would have been received had Applicable Law not limited the interest rate so payable. In no event shall the total Interest received by a Lender under this Agreement and the other Basic Documents exceed the amount which such Lender could lawfully have received, had the Interest due been calculated from the Closing Date at the Maximum Lawful Rate.

(g) In connection with the use or administration of Term SOFR or Daily Simple SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time that are consistent with changes that the Administrative Agent is implementing in similar warehouse facilities and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Basic Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR or Daily Simple SOFR.

Section 2.08. Settlement Procedures.

(a) On each Payment Date, the Servicer shall instruct the Securities Intermediary in writing to pay, or if an Event of Default shall have occurred and is continuing, the

Administrative Agent shall instruct the Securities Intermediary in writing to pay, no later than 12:00 p.m., New York City time, in each case, based solely on the information in the related Monthly Report, to the following Persons, from the Collection Account (to the extent of Available Funds) and from the Reserve Account (in the amount of the related Reserve Account Withdrawal Amount) in the following order of priority as set forth in the Monthly Report:

(i) *first*, pro rata, based on amounts owing:

(A) subject to Section 2.12(d), to the Servicer, any accrued and unpaid Servicing Fees;

(B) to the Backup Servicer, the sum of (1) the accrued and unpaid Backup Servicing Fee and (2) any out-of-pocket expenses and indemnities due to the Backup Servicer (other than Transition Expenses), which in the case of subclause (B)(2) shall not in the aggregate exceed \$25,000 in any calendar year;

(C) to the Backup Servicer or other Successor Servicer, any unpaid Transition Expenses (such Transition Expenses not to exceed \$250,000 in the aggregate) payable pursuant to Section 7.14(d);

(D) to the Securities Intermediary ~~and the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare)~~, the sum of (1) the accrued and unpaid ~~Securities Intermediary Fee~~ fees payable to the Securities Intermediary and (2) any out-of-pocket expenses and indemnities due to the Securities Intermediary, which in the case this subclause (D)(2) shall not in the aggregate exceed \$25,000 in any calendar year;

(E) to the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare), any out-of-pocket expenses and indemnities due to the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare), which in the case ~~of subclause (D)(2)~~ this subclause (E) shall not in the aggregate exceed \$25,000 in any calendar year;

~~(E)~~ to the 2023-1A SUBI Trustee, to the extent not paid by the Initial Beneficiary or the Servicer, any accrued and unpaid fees, out-of-pocket expenses and indemnities due to the 2023-1A SUBI Trustee under the 2023-1A SUBI Supplement, which in the case of this subclause ~~(E)~~ shall not in the aggregate exceed \$25,000 in any calendar year; and

(ii) *second*, pro rata, based on amounts owing (A) to any Hedge Counterparty, any net payments due and payable by the Borrower under the related Hedging Agreement other than Hedge Breakage Costs, and (B) to each applicable Agent for the ratable payment to each Lender (or to the Administrative Agent in the case of Administrative Agent fees, expenses and indemnities for its own account) in an amount equal to any accrued and unpaid (1) Senior Interest on the Loans, (2) Unused Commitment Fee, (3) Breakage Costs relating to the Loans, if any, and (4) all other Aggregate Unpaid allocable to the Loans Outstanding (other than the principal amount of the Loans Outstanding and any related Subordinate Interest) then due under this Agreement to the

Administrative Agent and the applicable Agents or Lenders for the payment thereof which, in the cases of sub-clauses (3) and (4) (excluding any unpaid Senior Interest payable on the Loans prior to such Payment Date) shall not exceed \$50,000 per calendar year;

(iii) *third*, based on amounts owing (A) first, to each applicable Agent, for the ratable payment (by outstanding Principal Amount) to each Lender, an amount equal to the Monthly Principal Payment Amount and (B) second, to any Hedge Counterparty, any Senior Hedge Breakage Costs;

(iv) *fourth*, prior to the Revolving Period Termination Date, to the Reserve Account, the amount necessary to cause the amount on deposit therein to equal the Reserve Account Required Amount;

(v) *fifth*, if the Revolving Period Termination Date has occurred, to each applicable Agent for the ratable payment to each Lender, any remaining Available Funds, until the Loans Outstanding are reduced to zero;

(vi) *sixth*, to each applicable Agent for the ratable payment to each Lender in an amount equal to any accrued and unpaid Subordinate Interest on the Loans and any accrued and unpaid Senior Interest on the Loans, Breakage Costs and other Aggregate Unpays due to the Lenders and not paid pursuant to clause (iv) above;

(vii) *seventh*, to any Hedge Counterparty, any Subordinated Hedge Breakage Costs due but not paid;

(viii) *eighth*, all other Aggregate Unpays (other than the principal amount of the Loans Outstanding) then due under this Agreement to the Affected Parties or the Indemnified Parties, for the payment thereof;

(ix) *ninth*, pro rata, based on amounts owing to the Backup Servicer, the Servicer, the Securities Intermediary, the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) and the 2023-1A SUBI Trustee, any fees, expenses, indemnities and Transition Expenses not previously paid pursuant to clause (i) above, as applicable; and

(x) *tenth*, any remaining amount shall be distributed to the Borrower.

(b) For the avoidance of doubt, it is hereby agreed that (i) accrued and unpaid fees, expenses and indemnities payable to the Securities Intermediary, the Servicer, the Backup Servicer (including in its capacity as Successor Servicer), the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) or the 2023-1A SUBI Trustee in excess of the aggregate annual maximum amount for any year (as set forth in Section 2.08(a)(i) and (ii)) and not paid pursuant to Section 2.08(a)(xi) shall be reimbursable in subsequent years in the same order of priority and subject to the same limitations as set forth above until paid in full, and (ii) each of the caps set forth in Section 2.08(a)(i) and (ii) with respect to the out-of-pocket expenses, losses and indemnities of the Securities Intermediary, the Backup Servicer, the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) and the

2023-1A SUBI Trustee shall not be applicable upon the occurrence and during the continuance of any Event of Default. In making the payments required under this Section 2.08, the Securities Intermediary shall have no duty to make any determination, calculation or verification regarding any amounts to be paid or the recipients of such amounts, and shall be entitled to rely exclusively and conclusively on the related Monthly Report.

Section 2.09. Changed Circumstances.

(a) Circumstances Affecting Benchmark Availability.

. Subject to clause (c) below, in connection with any request for a SOFR Loan or a conversion to or continuation thereof or otherwise, if for any reason (i) the Administrative Agent shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for ascertaining Term SOFR or Daily Simple SOFR for the applicable Interest Period with respect to a proposed SOFR Loan on or prior to the first day of such Interest Period or (ii) any Lender shall determine (which determination shall be conclusive and binding absent manifest error) that Term SOFR or Daily Simple SOFR does not adequately and fairly reflect the cost to such Lender of making or maintaining such Loans during such Interest Period, then in each case, the Administrative Agent shall promptly give notice thereof to the Borrower. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans that accrue Interest at the affected Alternative Rate, and any right of the Borrower to convert any Loan to or continue any Loan as a SOFR Loan that accrues Interest at the affected Alternative Rate, shall be suspended (to the extent of the affected SOFR Loans or the affected Interest Periods, as applicable) until the Administrative Agent revokes such notice. Upon receipt of such notice, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans that accrue Interest at the affected Alternative Rate (to the extent of the affected SOFR Loans or the affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans in the amount specified therein and (B) any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any Breakage Costs.

(b) Laws Affecting SOFR Availability.

. If, after the date hereof, the introduction of, or any change in, any Applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Administrative Agent with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for any Lender to honor its obligations hereunder to make or maintain any SOFR Loan, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate, Adjusted Term SOFR, Daily Simple SOFR or Adjusted Daily Simple SOFR, the Administrative Agent shall promptly give notice thereof to the Borrower (an “Illegality Notice”). Thereafter, until the Administrative Agent notifies the Borrower that such circumstances no longer exist, (i) any obligation of any Lenders to make SOFR Loans that accrue Interest at the

affected Alternative Rate, and any right of the Borrower to convert any Loan to a SOFR Loan or continue any Loan as a SOFR Loan, shall be suspended and (ii) if necessary to avoid such illegality, the Base Rate shall be computed without reference to clause (c) of the definition of “Base Rate”. Upon receipt of an Illegality Notice, the Borrower shall, if necessary to avoid such illegality, upon demand from the Administrative Agent, prepay or, if applicable, convert all SOFR Loans to Base Rate Loans (in each case, if necessary to avoid such illegality, the Base Rate shall be computed without reference to clause (c) of the definition of “Base Rate”), on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans, to such day, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans to such day. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any Breakage Costs.

(c) Benchmark Replacement Setting.

(i) Benchmark Replacement.

(A) Notwithstanding anything to the contrary herein or in any other Basic Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective on the date agreed to by the Administrative Agent and the Borrower.

(B) No Hedging Agreements shall be deemed to be a “Basic Document” for purposes of this Section 2.09(c).

(ii) Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Basic Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower of (A) the implementation of any Benchmark Replacement, (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement and (C) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.09(c)(iv). Any determination, decision or election that may be made by the Administrative Agent pursuant to this Section 2.09(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Basic Document, except, in each case, as expressly required pursuant to this Section 2.09(c).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Basic Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (B) if a tenor that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period with respect to a Benchmark, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of any affected SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans and (B) any outstanding affected SOFR Loans will be deemed to have been converted to Base Rate Loans at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

Section 2.10. Payments, Computations, Etc.

(a) Unless otherwise expressly provided herein, all amounts to be paid or deposited by the Borrower or the Servicer hereunder, including such amounts contemplated pursuant to Section 2.08, shall be paid or deposited in accordance with the terms hereof no later than 12:00 p.m., New York City time, on the day when due in Dollars in immediately available funds, in the case of amounts due to a Lender, to each Lender at such Lender’s Account, the details of which appear on the Lender Supplement for such Lender.

(b) Whenever any payment hereunder (i) shall be stated to be due on a day other than a Business Day, such payment shall be made, without penalty, on the next succeeding Business

Day, except in the case where the next succeeding Business Day would occur in the succeeding calendar month, in which case such payment shall be due on the preceding Business Day or (ii) is received after 12:00 p.m., New York City time, such payment shall be deemed to have been received on the next succeeding Business Day, and any such extension of time shall in such case be included in the computation of payment of Interest, other interest or any fee payable hereunder, as the case may be.

(c) If any Loan requested by the Borrower and approved by a Lender and the Administrative Agent pursuant to Section 2.01 is not, for any reason other than due to the fault of a Lender, Administrative Agent or the applicable Agent, made or effectuated, as the case may be, on the date specified therefor, the Borrower shall indemnify such Lender against any reasonable loss, cost or expense incurred by such Lender, including any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Loan.

(d) All payments hereunder shall be made without set-off or counterclaim, subject to Section 2.14, and in such amounts as may be necessary in order that all such payments shall not be less than the amounts otherwise specified to be paid under this Agreement.

(e) To the extent that (i) any Person makes a payment to any party hereto or (ii) any party hereto receives or is deemed to have received any payment or proceeds for application to an obligation, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any Insolvency Law, State or federal law, common law or for equitable cause, then, to the extent such payment or proceeds are set aside, the obligation or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received or deemed received by the related party.

(f) Each Lender agrees or is deemed to agree that, as promptly as practicable after the officer of such Lender responsible for administering its Loans becomes aware of the occurrence of an event or the existence of a condition that would cause such Lender to become an Affected Party or that would entitle such Lender to receive payments under Section 2.13 or Section 2.14, it shall, to the extent not inconsistent with its internal policies of general application, use commercially reasonable efforts to minimize costs, expenses and other amounts incurred by it and payable by the Borrower pursuant to Section 2.13 or Section 2.14, as applicable.

Section 2.11. Collections and Allocations; Investment of Funds.

(a) On or prior to the applicable Funding Date, the Servicer or a Subservicer (i) shall have directed the Obligors to make all payments in respect of the Receivables to a Subservicer, and the Subservicer shall cause the amounts to be deposited into a Regional Local Bank Account or a Master Collection Account related to the Subservicer located in the State in which the related Contract was originated and (ii) will deposit (in immediately available funds) into the Collection Account all Collections received on or after the related Cutoff Date and through and including the Business Day prior to the Funding Date.

(b) Each of the Servicer, each Subservicer and the Borrower shall deposit, or cause to be deposited, Collections into the Collection Account as promptly as possible after the date of processing of such Collections, but in no event later than the second (2nd) Business Day following the date of processing of such Collections by the applicable Subservicer or, if such Collections were received directly by the Servicer, the Servicer; *provided, that*, such “processing” of any Collections will not begin prior to the date on which the Servicer or related Subservicer, as applicable, has received such Collections.

(c) On or prior to each Payment Date, the Servicer shall instruct the Securities Intermediary, in writing, based on the amounts set forth in the Monthly Report, to withdraw from the Reserve Account the Reserve Account Withdrawal Amount, if any, to be deposited into the Collection Account on the opening of business on such Payment Date and applied in accordance with Section 2.08; provided, that, on any Payment Date following the Revolving Period Termination Date, the Reserve Account Amount shall be withdrawn by the Securities Intermediary and deposited into the Collection Account and applied in accordance with Section 2.08. Prior to the Revolving Period Termination Date, so long as no Event of Default or Unmatured Event of Default has occurred or is continuing, if, after giving effect to the distributions from, and deposits in, the Reserve Account on any Payment Date pursuant to Section 2.08, the Reserve Account Amount is greater than the Reserve Account Required Amount for such Payment Date, the Servicer shall direct the Securities Intermediary in writing to distribute such excess amount to or at the direction of the Borrower into the Borrower Operating Account.

(d) To the extent there are uninvested amounts on deposit in the Collection Account or the Reserve Account, such amounts may be invested in Permitted Investments that mature no later than the Business Day before the next Payment Date, which Permitted Investments shall be selected (i) prior to the occurrence of any Facility Amortization Event, by the Borrower or (ii) after the occurrence of any Facility Amortization Event, by the Administrative Agent (acting at the direction of the Required Lenders). ~~So long as Computershare is the Securities Intermediary hereunder, each Permitted Investment may be purchased by the Securities Intermediary or through an Affiliate of the Securities Intermediary.~~ No Permitted Investment may be purchased at a premium and any earnings (and losses) on the foregoing investments shall be for the account of the Borrower. Absent direction from the Borrower or the Administrative Agent, as specified above, any uninvested amounts on deposit in either Account shall remain uninvested, and the Securities Intermediary shall have no duty or liability to pay any interest or earnings thereon. The Securities Intermediary shall not be liable for any loss, including without limitation any loss of principal or interest, or for any breakage fees or penalties in connection with the purchase or liquidation of any investment made in accordance with the written instructions of the Borrower or the Administrative Agent. Investments in any Permitted Investments are not obligations or recommendations of, or endorsed or guaranteed by, the Securities Intermediary or its Affiliates and are not insured by the Federal Deposit Insurance Corporation. Each party hereto acknowledges and agrees that the Securities Intermediary is not providing investment supervision, recommendations, suitability or advice. The Securities Intermediary and its Affiliates may provide various services for Permitted Investments and may be paid fees for such services. The parties agree that, for tax reporting purposes, all interest or other income from investments shall, as of the end of each calendar year and to the extent required by the IRS be reported as having been earned whether or not income was disbursed during a particular year

Each of the Borrower and the Administrative Agent acknowledges that upon its written request and at no additional cost, it has the right to receive notification after the completion of each purchase and sale of Permitted Investments or Securities Intermediary's receipt of a broker's confirmation. Each of the Borrower and Administrative Agent agrees that such notifications shall not be provided by Securities Intermediary hereunder, and Securities Intermediary shall instead make available to the Borrower and Administrative Agent, upon request and in lieu of such notifications, periodic account statements that reflect such investment activity. No statement need be made available for any account if no activity has occurred in such account during such period.

Section 2.12. Fees.

(a) The Borrower hereby agrees to pay to each Agent, for the account of the related Lenders, monthly in arrears, the Unused Commitment Fee from the Collection Account in accordance with Section 2.08. Payments of the Unused Commitment Fee shall be allocated and paid to Owners based upon their respective Invested Percentages of the Loans Outstanding for the applicable Interest Period.

(b) The Borrower hereby agrees to pay to the Agents, on or prior to the Second Amendment Effective Date, all reasonable out-of-pocket expenses of the Agents in immediately available funds.

(c) In accordance with Section 2.08, (i) the Servicer shall be entitled to receive the Servicing Fee, (ii) the Backup Servicer ~~and the Securities Intermediary~~ shall be entitled to receive the Backup Servicing Fee ~~and the Securities Intermediary Fee, respectively, in each case~~, monthly in arrears, (iii) the Securities Intermediary shall be entitled to receive its fee monthly in arrears, (iv) the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) shall be entitled to receive amounts due and owing to it by the Borrower pursuant to the terms of the Intercreditor Agreement, and ~~(iv)~~ v the Series 2023-1A SUBI Trustee shall be entitled to receive amounts due and owing to it by the Borrower.

(d) Notwithstanding anything herein to the contrary, to the extent Collections are projected to be sufficient to pay all amounts payable under Section 2.08(i) to (iv) on the following Payment Date, the Servicer may retain from such Collections an amount up to the Servicing Fee payable on such Payment Date (the "Servicing Fee Advance") on any Business Day. In connection with retaining any amounts attributable to the Servicing Fee Advance from the Collections in accordance with this clause 2.12(d), the Servicer shall be deemed to represent that the remaining Collections are reasonably sufficient to pay all amounts payable under Section 2.08(i) to (iv) on such following Payment Date. For the avoidance of doubt, the Servicing Fee Advance is a part of and not in addition to the Servicing Fee.

(e) The Borrower shall pay to Chapman and Cutler LLP on the Second Amendment Effective Date, its fees and disbursements in immediately available funds and shall pay all additional reasonable fees and disbursements of such counsel within ten Business Days after receiving an invoice for such amounts.

Section 2.13. Increased Costs; Capital Adequacy; Illegality.

(a) If any Regulatory Change (i) subjects any Affected Party to any charge or withholding on or with respect to this Agreement or an Affected Party's obligations under this Agreement, or on or with respect to a Loan and/or the Receivables, or changes the basis of taxation of payments to any Affected Party of any amounts payable under this Agreement (except for Indemnified Taxes and Excluded Taxes), (ii) imposes, modifies or deems applicable any reserve, assessment, fee, tax (except for Indemnified Taxes and Excluded Taxes), insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or liabilities of an Affected Party, or credit extended by an Affected Party pursuant to this Agreement or (iii) imposes any other condition affecting a Loan or a Lender's right hereunder (other than Taxes), the result of which (A) is a fee, expense, internal capital charge or other imputed cost allocable to any Affected Party, (B) increases the cost to an Affected Party of performing its obligations under this Agreement or (C) reduces the rate of return on an Affected Party's capital or assets as a consequence of its obligations under this Agreement, or to reduce the amount of any sum received or receivable by an Affected Party under this Agreement, or to require any payment calculated by reference to the amount of interests or loans held or interest received by it, then, within 15 Business Days after demand by the applicable Agent on behalf of such Affected Party, the Borrower shall pay to such Agent, for the benefit of the relevant Affected Party, such amounts charged to such Affected Party or such amounts to otherwise compensate such Affected Party for such increased cost or such reduction. The Borrower acknowledges that any Affected Party may institute measures in anticipation of a Regulatory Change (including the imposition of internal charges on such Affected Party's interests or obligations under this Agreement), and may commence allocating Early Adoption Increased Costs, in advance of the effective date of such Regulatory Change, and the Borrower agrees to pay such Early Adoption Increased Costs to the Affected Party within 30 days after demand therefor without regard to whether such effective date has occurred; provided, however, that such amounts shall be payable to an Affected Party only if such Affected Party represents and warrants in writing to the Borrower that it is (1) recognizing internal charges in respect of such Affected Party's interests or obligations under this Agreement in anticipation of a Regulatory Change and (2) applying consistent return metrics in making determinations to charge Early Adoption Increased Costs or similar amounts to its similarly situated consumer loan finance company customers; further provided, however, that no amount of Early Adoption Increased Costs shall begin to accrue or be payable by the Borrower in respect of an anticipated Regulatory Change until 30 days after the Borrower's receipt of written notice that such Affected Party intends to make a claim for Early Adoption Increased Costs under this Section in respect of such change. For the avoidance of doubt, the Borrower shall not be required to pay any Early Adoption Increased Costs incurred by any Affected Party prior to the expiration of the 30-day notice period specified in the preceding sentence. The Borrower further acknowledges that any charge or compensation demanded hereunder may take the form of a monthly charge to be assessed by such Affected Party.

(b) If either (i) the introduction of or any change in or in the interpretation of any law, guideline, rule, regulation, directive or request (including the Dodd-Frank Act, Basel II, Basel III, the Volcker Rule or the Risk-Based Capital Requirements) or (ii) compliance by any Affected Party with the interpretation of or any change in the interpretation of any law, guideline, rule, regulation, directive or request from any Governmental Authority (whether or not having the force of law), including compliance by an Affected Party with any request or directive regarding capital adequacy (including the Dodd-Frank Act, Basel II, Basel III or the Risk-Based

Capital Requirements), but in each case, excluding Indemnified Taxes and Excluded Taxes, that has or would have the effect of reducing the rate of return on the capital of any Affected Party as a consequence of its obligations hereunder or arising in connection herewith to a level below that which any such Affected Party could have achieved but for such introduction, change or compliance (taking into consideration the policies of such Affected Party with respect to capital adequacy) by an amount deemed by such Affected Party to be material, then from time to time, within 15 Business Days after demand by such Affected Party (which demand shall be accompanied by a statement setting forth the basis for such demand and reasonably estimated calculation of such demand), the Borrower shall pay directly to such Affected Party such additional amount or amounts as will compensate such Affected Party for such reduction.

(c) If as a result of any event or circumstance similar to those described in Section 2.13(a) or 2.13(b), any Affected Party is required to compensate a Credit Provider in connection with this Agreement or the funding or maintenance of Loans hereunder, then within 15 days after demand by such Affected Party, the Borrower shall pay to such Affected Party such additional amount or amounts as may be necessary to reimburse such Affected Party for any such amounts paid by it.

(d) In determining any amount provided for in this Section, the Affected Party may use any reasonable averaging and attribution methods. Any Affected Party making a claim under this Section shall submit to the Borrower a certificate describing such additional or increased cost or reduction in reasonable detail, which certificate shall be conclusive absent manifest error.

(e) If any Lender has or anticipates having any claim for compensation from the Borrower pursuant to Section 2.13(a), and such Lender believes that having the Loans under this Agreement (or any related Credit Facility or Liquidity Facility provided by a Lender with respect to a Conduit Lender hereunder) rated by a particular nationally recognized statistical rating organization would reduce the amount of such compensation by an amount deemed by such Lender to be material, such Lender shall provide a Ratings Request to the Borrower and the Servicer that such Lender intends to request a Required Rating. The Borrower and the Servicer agree that they shall cooperate with such Lender's efforts to obtain the Required Rating, and shall provide the applicable nationally recognized statistical rating organization (either directly or through distribution to the Administrative Agent or Lender) any information requested by such nationally recognized statistical rating organization for purposes of providing and monitoring the Required Rating. The Lender or Lenders providing the Ratings Request shall pay the initial fees payable to such nationally recognized statistical rating organization for providing the rating and all ongoing fees payable to such nationally recognized statistical rating organization for their continued monitoring of the rating. Nothing in this subsection shall preclude any Lender from demanding compensation from the Borrower pursuant to Section 2.13(a) at any time and without regard to whether the Required Rating shall have been obtained, or shall require any Lender to obtain any rating on the facility prior to demanding any such compensation from the Borrower.

Section 2.14. Taxes.

(a) All payments made by the Borrower in respect of the Loans and all other

payments made by the Borrower or the Servicer under this Agreement will be made free and clear of and without deduction or withholding for or on account of any Taxes (including FATCA), unless such withholding or deduction is required by Applicable Law. In such event, the applicable withholding agent shall make such withholding or deduction and shall pay to the appropriate taxing authority any such Taxes required to be deducted or withheld and if such Taxes are Indemnified Taxes the amount payable to a Lender, the Administrative Agent or an Agent, as the case may be, will be increased (such increase, the “Additional Amount”) such that after deduction or withholding for or on account of any Indemnified Taxes (including any deduction or withholding for any Indemnified Taxes on such Additional Amount), the applicable Lender receives an amount equal to the amount that would have been paid had no such deduction or withholding been made.

(b) The Borrower will indemnify each Lender and the Administrative Agent for the full amount of Indemnified Taxes in respect of which the Borrower is required to pay Additional Amounts (including any Indemnified Taxes imposed by any jurisdiction on such Additional Amounts) paid by such Lender or the Administrative Agent and any reasonable expenses arising therefrom or with respect thereto; provided, however, that the Lender or the Administrative Agent making a demand for indemnity payment hereunder shall provide the Borrower with a certificate from the relevant taxing authority or from a Responsible Officer of such Lender or the Administrative Agent, as the case may be, stating or otherwise evidencing that it has made payment of such Taxes. Such certificate shall be conclusive absent manifest error. This indemnification shall be made within ten days from the date a Lender or the Administrative Agent, as the case may be, makes written demand therefor.

(c) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender’s failure to comply with the provisions of Section 13.01(g) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph.

(d) Within 30 days after the date of any payment by the Borrower of any Taxes pursuant to this Section, the Borrower will furnish to the Administrative Agent and the applicable Agent at its address set forth below its name on the signature pages of this Agreement, appropriate evidence of payment thereof.

(e) If an Agent or Lender is a U.S. Person, such Person shall deliver to the Borrower, with a copy to the Administrative Agent and the Securities Intermediary, upon the earlier of 15

days after the Closing Date or on or prior to the date on which such entity becomes an Agent or Lender hereunder (and from time to time thereafter upon the reasonable written request of the Borrower or the Administrative Agent), two executed copies of IRS Form W-9 certifying that such Person is exempt from U.S. federal backup withholding tax.

(f) If an Agent or Lender is not created or organized under the laws of the United States or a State or is otherwise not a U.S. Person, such Person shall, to the extent that it may then do so under Applicable Law, deliver to the Borrower, with a copy to the Administrative Agent and the Securities Intermediary, (i) upon the earlier of 15 days after the Closing Date, or on or prior to the date on which such entity becomes an Agent or Lender hereunder and (from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), (ii) two executed copies of IRS Form W-8ECI, Form W-8BEN or W-8BEN-E, or Form W-8IMY accompanied by the relevant certification documents for each beneficial owner (or any successor forms or other certificates or statements which may be required and requested by the Borrower or the Administrative Agent from time to time by the relevant United States taxing authorities or Applicable Law), as appropriate, and (iii) two executed copies (of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law) to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; provided, however, that the delivery of any form or documentation pursuant to this subclause (other than the specific IRS Forms and related documentation (and any successor forms) described in clause (i) above) shall not be required if in the related Agent's or Lender's reasonable judgment the completion, execution or delivery of such form or documentation would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. For any period with respect to which an Agent or Lender has failed to provide the Borrower with the appropriate form, certificate or statement described in this subsection (other than if such failure is due to a change in law occurring after the date of this Agreement), with a copy to the Administrative Agent and the Securities Intermediary, such Lender shall not be entitled to indemnification under Section 2.13 or Section 2.14(a) or (b) with respect to any Taxes.

(g) If a payment made to any Agent or Lender under any Basic Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Agent or Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Agent or Lender shall deliver to the Borrower, the Administrative Agent and the Securities Intermediary, at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower, the Administrative Agent or the Securities Intermediary, such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower, the Administrative Agent or the Securities Intermediary as may be necessary for the Borrower, the Administrative Agent and the Securities Intermediary to comply with their obligations under FATCA and to determine that such Agent or Lender has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment.

(h) Each Agent and Lender agrees that if any form or certification it previously

delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower, the Administrative Agent and the Securities Intermediary of its legal inability to do so.

(i) Within 30 days of the written request of the Borrower therefor, each Lender shall execute and deliver to the Borrower such certificates, forms or other documents which can be furnished consistent with the facts and which are reasonably necessary to assist the Borrower in applying for refunds of Taxes remitted hereunder; provided, however, that (i) a Lender shall not be required to deliver such certificates, forms or other documents if in its sole discretion exercised in good faith it is determined that the deliverance of such certificate, form or other document would have a material adverse effect on such Lender and (ii) the Borrower shall reimburse such Lender for any reasonable expenses incurred in the delivery of such certificate, form or other document. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of Additional Amounts), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this subsection in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person or to file a refund or claim.

(j) Each Agent and Lender is deemed to understand, acknowledge and agree that the Securities Intermediary has the right to withhold on payments (without any corresponding gross-up) where an applicable party fails to comply with the requirements of Applicable Law. The Borrower hereby covenants with the Securities Intermediary that the Borrower will provide the Account with sufficient information as requested by the Securities Intermediary so as to enable the Securities Intermediary to determine whether or not the Securities Intermediary is obliged to make any withholding, including under FATCA, in respect of any payments (and if applicable, to provide the necessary detailed information to effectuate any such withholding) and to provide such additional information as requested by the Securities Intermediary that it may have to assist the Securities Intermediary in making determination as to its obligations with respect to any withholdings or informational reports.

Section 2.15. Securitizations.

(a) On any Business Day, the Borrower shall have the right to prepay all or a portion

of the Loans Outstanding and require the Administrative Agent to release its security interest and Lien on the related Receivables (and the other related Collateral) in connection with a Securitization, which release shall be delivered in the form of the Securitization Release on the Securitization Date, subject to the following terms and conditions:

(i) the Borrower shall have given the Administrative Agent, each Agent, the Servicer, the Securities Intermediary, the Backup Servicer and the Electronic Vault Provider (solely with respect to any Electronic Contracts) at least thirty (30) days' (or such lesser number of days as agreed to by the Required Lenders) prior written notice of its intent to effect a Securitization; *provided, however*, that the Borrower shall only be required to provide at least two (2) Business Days' prior notice to such parties, and need not provide such notice to the Electronic Vault Provider with respect to any existing Securitization if such Securitization constitutes a transfer of Receivables by the Borrower to a Special Purpose Affiliate during the revolving period of such Special Purpose Affiliate's respective Securitization; *provided, that* such notice is delivered in the form set forth in Annex 2 of Exhibit G hereto;

(ii) unless a Securitization is to be effected on a Payment Date (in which case the relevant calculations with respect to such Securitization shall be reflected on the applicable Monthly Report), the Servicer shall deliver to the Administrative Agent and each Agent (A) a Securitization Date Certificate (which shall include the relevant calculations with regard to such Securitization, including a calculation of the Borrowing Base after giving effect to such Securitization and any distribution to the Borrower of excess funds pursuant to Section 2.15(a)(iv)(z)), together with evidence to the reasonable satisfaction of the Administrative Agent and the Agents that the Borrower shall have sufficient funds on the related Securitization Date to effect such Securitization in accordance with this Agreement, which funds may come from the proceeds of sales of the Receivables in connection with such Securitization (which sales must be made in arm's-length transactions) and (B) a computer tape with the same detail as a Monthly Loan Tape on the Receivables, both before and after giving effect to such Securitization;

(iii) on the related Securitization Date, the following shall be true and correct and the Borrower shall be deemed to have certified that after giving effect to the Securitization and the release to the Borrower of the related Receivables (and the other related Collateral) on the related Securitization Date, (A) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to this Agreement after giving effect to the Securitization, (B) no Borrowing Base Deficiency exists, (C) no Unmatured Event of Default, Event of Default or Facility Amortization Event has occurred or results from such release and Securitization, provided that the Borrower may effect a Securitization during the occurrence of a Facility Amortization Event other than an Event of Default if either the Administrative Agent consents or the Aggregate Unpaid shall be paid in full as a result of such Securitization, (D) if such Securitization Date is not a Payment Date, the Borrower shall have sufficient available funds on the immediately succeeding Payment Date to pay all amounts due and payable on such Payment Date pursuant to Section 2.08, (E) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct in all material respects, except to the extent that such representations and warranties expressly relate to

an earlier date as set forth therein and (F) with respect to any Receivables being transferred pursuant to clause (ii) of the definition of Securitization, the purchase price relating to such Receivables shall be at fair market value as determined in good faith by the Borrower, Regional Management and the related Originators (other than a Bank Originator), as applicable;

(iv) on the related Securitization Date, (x) the Borrower shall have paid, in immediately available funds, to the applicable entities (A) the portion of the aggregate Loans Outstanding to be prepaid, which shall be an amount not less than the amount necessary so that no Borrowing Base Deficiency will exist after giving effect to such Securitization and such prepayment, (B) an amount equal to all unpaid Interest (including Interest not yet accrued) to the extent reasonably determined by the Administrative Agent to be attributable to that portion of the aggregate Loans Outstanding to be paid in connection with the Securitization, (C) an aggregate amount equal to the sum of all other amounts due and owing to the Administrative Agent, the Lenders and the Hedge Counterparties, as applicable, under this Agreement and the other Basic Documents, to the extent accrued to such date and to accrue thereafter (including Breakage Costs and Hedge Breakage Costs) and (D) all other Aggregate Unpays with respect thereto (excluding, for the avoidance of doubt, the portion of the aggregate Loans Outstanding not being prepaid on the Securitization Date and unpaid Interest thereon); (y) each of the Backup Servicer and the Securities Intermediary shall have received all Aggregate Unpays accrued and owing to such party on such date and (z) if such Securitization Date is not a Payment Date, all or a portion of the excess (if any) of (A) the purchase price paid with respect to Receivables as set forth in Section 2.15(a)(iii)(F) over (B) the amounts payable pursuant to the foregoing clauses (x) and (y) of this Section 2.15(a)(iv), shall, at the Borrower's discretion, be distributed to the Borrower on such Securitization Date; *provided, that*, for the avoidance of doubt, if the Securitization Date is a Payment Date, any such excess may be distributed to the Borrower in accordance with Section 2.08(a)(xii);

(v) at least two (2) Business Days prior to the related Securitization Date, the Borrower shall have delivered to the Administrative Agent, the Agents, a list specifying the Receivables being released pursuant to such Securitization; and

(vi) (A) if such Securitization constitutes a transfer of Receivables by the Borrower to a Special Purpose Affiliate during the revolving period of such Special Purpose Affiliate's respective Securitization, the Loans Outstanding shall be reduced by a minimum aggregate amount of \$1,000,000 or (B) for any other Securitization, the Loans Outstanding shall be reduced by a minimum aggregate amount of \$5,000,000.

(b) The Borrower hereby agrees to pay the reasonable out-of-pocket legal fees and expenses of the Administrative Agent, the Lenders, the Servicer, the Backup Servicer and the Securities Intermediary in connection with any Securitization (including expenses incurred in connection with the release of the Lien of the Administrative Agent, the Lenders and any other party having such an interest in the Receivables in connection with such Securitization).

Section 2.16. Sharing Payments.

(a) If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans owned by it any payment in excess of its Invested Percentage of the Loans Outstanding (such excess payment, the “Excess Amount”), such Lender shall immediately (i) notify the Borrower and the Administrative Agent of such fact and (ii) repay to the Borrower forthwith on demand by the Administrative Agent or the Borrower the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date on which such amount is distributed to it to but excluding the date of payment to the Borrower, at the Federal Funds Rate. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of Excess Amounts owed under this Section and will in each case notify each Agent following the payment of any Excess Amounts or the repayment thereof.

(b) If any Lender fails to make any payment required to be made by it pursuant to Section 2.16(a), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), instruct the Servicer to instruct the Securities Intermediary pursuant to any related Monthly Report to apply any amounts thereafter allocated to such Lender pursuant to Section 2.08 to satisfy such Lender’s obligations under Section 2.16(a) until all such unsatisfied obligations are fully paid.

Section 2.17. Tax Treatment

. The Borrower, the Lenders and the Administrative Agent agree to treat the Loans and any interests herein as indebtedness of the Borrower secured by the Collateral for U.S. federal, State and local income, single business and franchise tax purposes.

Section 2.18. The Securities Intermediary.

(a) The Securities Intermediary hereunder, which Securities Intermediary ~~initially~~ as of the Third Amendment Effective Date shall be ~~Computershare~~ Regions Bank, shall be a depository institution or trust company organized under the laws of the United States or any State (or any domestic branch of a foreign bank) that is approved by the Administrative Agent. The Securities Intermediary has established the Accounts at the Account Bank. The Account Bank, which ~~initially~~ as of the Third Amendment Effective Date shall be ~~Wells Fargo~~ Regions Bank, ~~National Association~~, shall be a Qualified Institution. ~~The~~ As of the Third Amendment Effective Date, the Borrower hereby appoints ~~Computershare~~ Regions Bank as the ~~initial~~ Securities Intermediary and hereby approves ~~Wells Fargo~~ Regions Bank, ~~National Association~~ as the ~~initial~~ Account Bank. All payments of amounts due and payable in respect of the Aggregate Unpaid that are to be made from amounts withdrawn from the Collection Account or the Reserve Account shall be made on behalf of the Borrower by the Securities Intermediary in accordance with Section 2.08.

(b) The Securities Intermediary shall be compensated for its activities hereunder by receiving ~~the Securities Intermediary Fee.~~ ~~The Securities Intermediary Fee shall be a fee~~ payable in accordance with the priorities specified in Section 2.08 or, at the option of the Servicer, may be paid directly to the Securities Intermediary by the Servicer. The Borrower shall indemnify the

Securities Intermediary and its officers, directors, employees and agents for, and hold them harmless against, any fees, costs, damages, claims, loss, liability or expense (including reasonable attorneys' fees and expenses and court costs) incurred, other than in connection with the willful misconduct, gross negligence or bad faith on the part of the Securities Intermediary (as determined by a court of competent jurisdiction), arising out of or in connection with (i) the performance of its obligations under and in accordance with this Agreement, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement and (ii) the gross negligence, willful misconduct or bad faith of the Borrower in the performance of its duties hereunder. All such amounts shall be payable in accordance with Section 2.08. The provisions of this Section shall survive the termination or assignment of this Agreement and the resignation or removal of the Securities Intermediary. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any dispute, action, claim or suit) brought by the Securities Intermediary of any indemnification or other obligation of the Borrower or other Person.

THE FOREGOING INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH LIABILITIES AND COSTS ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY.

(c) The Securities Intermediary shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Securities Intermediary in such capacity herein ~~and under the Account Control Agreement~~. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Securities Intermediary and, in the absence of bad faith on the part of the Securities Intermediary, the Securities Intermediary may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Securities Intermediary pursuant to and conforming to the requirements of this Agreement.

(d) The Securities Intermediary shall not be liable for:

(i) an error of judgment made in good faith by one of its officers; or

(ii) any action taken, suffered or omitted to be taken in good faith in accordance with or believed by it to be authorized or within the discretion or rights or powers conferred, by this Agreement or at the direction of a Secured Party relating to the exercise of any power conferred upon the Securities Intermediary under this Agreement in each case unless it shall be proved that the Securities Intermediary shall have been grossly negligent in ascertaining the pertinent facts.

(e) The Securities Intermediary shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Securities Intermediary has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer

or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Securities Intermediary shall have no obligation whatsoever either prior to or after receiving any such written notice to investigate or verify that such event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it. The Securities Intermediary shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Securities Intermediary) other than itself in its capacity as Securities Intermediary.

(f) Without limiting the generality of this Section, the Securities Intermediary shall have no duty (i) to see to any recording, filing or depositing of this Agreement or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest in the Collateral, or to see to the maintenance of any such recording or filing or depositing or to any recording, refiling or repositing of any thereof, (ii) to see to the payment or discharge of any Tax or any Lien of any kind owing with respect to, assessed or levied against, any part of the Contracts, (iii) to confirm or verify the contents of any reports or certificates of the Servicer (other than in its capacity as Backup Servicer in accordance with its express duties as such undertaken herein) or the Borrower delivered to the Securities Intermediary pursuant to this Agreement believed by the Securities Intermediary to be genuine and to have been signed or presented by the proper party or parties or (iv) to ascertain or inquire as to the performance or observance of any of the Borrower's or the Servicer's representations, warranties or covenants or the Servicer's duties and obligations as Servicer and as custodian of books, records, files and computer records relating to the Contracts under this Agreement.

(g) The Securities Intermediary shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or indemnity satisfactory to it against such risk or liability shall not be reasonably assured to it. None of the provisions contained in this Agreement shall in any event require the Securities Intermediary to perform, or be responsible for the manner of performance of, any of the obligations or the acts or omissions of the Borrower, Servicer or any other party under this Agreement, and the Securities Intermediary may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Securities Intermediary to the contrary.

(h) The Securities Intermediary may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, Monthly Report, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein. The Securities Intermediary shall not be responsible for the content or accuracy of any such documents provided to the Securities Intermediary, and shall not be required to recalculate, certify or verify any information contained therein.

(i) The Securities Intermediary may, at the expense of the Borrower, consult with counsel of its choice with regard to legal questions arising out of or in connection with this

Agreement and the written or oral advice or opinion of such counsel shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Securities Intermediary in good faith in accordance therewith.

(j) The Securities Intermediary shall be under no obligation to exercise any of the rights, powers or remedies vested in it by this Agreement or to institute, conduct or defend any litigation under this Agreement or in relation to this Agreement, at the request, order or direction of the Administrative Agent pursuant to the provisions of this Agreement, unless the Administrative Agent, on behalf of the Secured Parties, or any other party hereto shall have offered to the Securities Intermediary security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities that may be incurred therein or thereby. The Securities Intermediary shall have no liability for any action or inaction taken at the direction of the Borrower, the Servicer or the Administrative Agent in accordance with this Agreement.

(k) The Securities Intermediary shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by a Secured Party; provided, that if the payment within a reasonable time to the Securities Intermediary of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation shall be, in the opinion of the Securities Intermediary, not reasonably assured by the Borrower, the Securities Intermediary may require indemnity reasonably satisfactory to it against such cost, expense or liability as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Borrower or, if paid by the Securities Intermediary, shall be reimbursed by the Borrower pursuant to Section 2.08.

(l) The Securities Intermediary may execute any of the trusts or powers hereunder or perform any duties under this Agreement either directly or by or through Affiliates, agents or attorneys or custodians. The Securities Intermediary shall not be responsible for, or have any duty to supervise or monitor, any misconduct or negligence of any such agent, attorney or custodian appointed with due care by it hereunder.

(m) If the Securities Intermediary shall request instructions from the Administrative Agent or the Servicer with respect to any act, action or failure to act in connection with and as set forth in this Agreement, the Securities Intermediary shall be entitled to refrain from taking such action and continue to refrain from acting unless and until the Securities Intermediary shall have received written instructions from the Administrative Agent or the Servicer, as applicable, without incurring any liability therefor to the Administrative Agent, the Borrower, the Servicer or any other person.

(n) The Securities Intermediary may act in reliance upon any written communication of the Administrative Agent concerning the delivery of Collateral pursuant to this Agreement. The Securities Intermediary does not assume and shall have no responsibility for, and makes no representation as to, monitoring the value of the Contracts and other Collateral. The Securities Intermediary shall not be liable for any action or omission to act hereunder, except for its own gross negligence, bad faith or willful misconduct.

THE FOREGOING PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY THE SECURITIES INTERMEDIARY.

(o) If the Securities Intermediary shall at any time receive conflicting instructions from the Administrative Agent and the Servicer or any other party to this Agreement and the conflict between such instructions cannot be resolved by reference to the terms of this Agreement, the Securities Intermediary shall be entitled to rely on the instructions of the Administrative Agent. In the absence of bad faith, gross negligence or willful misconduct on the part of the Securities Intermediary, the Securities Intermediary may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, Monthly Report, certificate of auditors, or any other certificate, statement, instrument, opinion, report, notice request, consent, order, appraisal, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Securities Intermediary may conclusively rely upon the validity of documents delivered to it, without investigation as to their authenticity or legal effectiveness, and the Securities Intermediary shall not be liable to the Servicer or any other party to this Agreement in respect of any claims that may arise or be asserted against the Securities Intermediary because of the invalidity of any such documents or their failure to fulfill their intended purpose. The Securities Intermediary shall not be bound to ascertain or inquire as to the performance or observance of any of the terms of this Agreement or any other agreement on the part of any party, and may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Securities Intermediary to the contrary.

(p) The Securities Intermediary is authorized, in its sole discretion, to disregard any and all notices or instructions given by any other party hereto or by any other Person other than any such notices or instructions as are expressly provided for in this ~~Agreement or the Account Control~~ Agreement and orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part hereof, then and in any of such events the Securities Intermediary is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree with which it is advised by legal counsel of its own choosing is binding upon it, and if it complies with any such order, writ, judgment or decree it shall not be liable to any other party hereto or to any other Person by reason of such compliance even though such order, writ, judgment or decree maybe subsequently reversed, modified, annulled, set aside or vacated.

(q) Any Person into which the Securities Intermediary may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Securities Intermediary shall be a party, or any Person succeeding to all or substantially all of the Securities Intermediary's corporate trust services business, provided that such Person is a depository institution or trust company organized under the laws of the United States or any State (or any domestic branch of a foreign bank) that is approved by each of

the Administrative Agent, the Servicer and the Borrower shall, upon written confirmation thereof by the Securities Intermediary to the other parties hereto, be the successor of the Securities Intermediary under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(r) The Securities Intermediary may at any time resign and terminate its obligations under this Agreement by providing written notice thereof to the Borrower, the Administrative Agent and the Lenders; provided, however, that except as provided below, no such resignation or termination shall be effective until a successor Securities Intermediary is appointed (and accepts such appointment) pursuant to the terms of this Section 2.18. Promptly after receipt of notice of the Securities Intermediary's intended resignation, the Borrower shall appoint, by written instrument, a successor Securities Intermediary. If the Borrower fails to appoint a successor Securities Intermediary pursuant to the terms hereof within 30 days after receipt of the Securities Intermediary's notice of resignation, the Administrative Agent (acting at the direction of the Required Lenders) shall have the exclusive right to appoint by written instrument, a successor Securities Intermediary. If neither the Borrower nor the Administrative Agent (acting at the direction of the Required Lenders) has appointed a successor Securities Intermediary within 60 days after receipt of the Securities Intermediary's notice of resignation, the Securities Intermediary may petition a court of competent jurisdiction to appoint a successor Securities Intermediary, with the cost of such petition (including any attorneys' fees and expenses and court costs) to be borne by the Borrower.

(s) The Securities Intermediary may conclusively rely on, and shall be fully protected in acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond or any other paper or document (including any of the foregoing delivered in electronic format) believed by it to be genuine and to have been signed or presented by the proper person or persons. Nothing herein shall be construed to impose an obligation on the part of the Securities Intermediary to investigate evaluate, verify, independently determine or re-calculate any information, statement, representation or warranty or any fact or matter stated in, or the accuracy of, any such document and may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein.

(t) Without limiting the generality of any other provision hereof, the Securities Intermediary shall have no duty to conduct any investigation as to the occurrence of any condition requiring the repurchase of any Receivable by any Person pursuant to this Agreement, or the eligibility of any Receivable for purposes of this Agreement.

(u) Before the Securities Intermediary acts or refrains from taking any action under this Agreement, it may require an Officer's Certificate and/or an Opinion of Counsel from the party requesting that the Securities Intermediary act or refrain from acting in form and substance acceptable to the Securities Intermediary, the costs of which (including the Securities Intermediary's reasonable attorney's fees and expenses) shall be paid by the party requesting that the Securities Intermediary act or refrain from acting. The Securities Intermediary shall not be liable for any action it takes or omits to take in good faith in reliance on any such Officer's Certificate and/or Opinion of Counsel.

(v) Notwithstanding anything to the contrary in this Agreement, the Securities Intermediary shall not be liable for any loss or damage or any failure or delay in the performance of its obligations hereunder if it is prevented from so performing its obligations by any reason which is beyond the control of the Securities Intermediary, including by any existing or future law or regulation, any existing or future act of governmental authority, act of God, flood, war whether declared or undeclared, terrorism, riot, rebellion, civil commotion, other industrial action, labor dispute, disease, epidemic or pandemic, quarantine, national emergency, general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system and any other market conditions affecting the execution or settlement of transactions or any event where, in the reasonable opinion of the Securities Intermediary, performance of any duty or obligation under or pursuant to this Agreement would or may be illegal or would result in the Securities Intermediary being in breach of any Applicable Law or any practice, request, direction, notice, announcement or similar action of any Governmental Authority to which the Securities Intermediary is subject.

(w) Notwithstanding anything to the contrary in this Agreement, the Securities Intermediary shall not be required to take any action if it shall have reasonably determined, or shall have been advised by its counsel, that such action is likely to expose the Securities Intermediary to personal liability, is contrary to this Agreement or is not in accordance with Applicable Law.

(x) The right of the Securities Intermediary to perform any permissive or discretionary act enumerated in this Agreement or any related document shall not be construed as a duty. In the event that any provision of this Agreement implies or requires that action or forbearance from action be taken by a party but is silent as to which party has the duty to act or refrain from acting, the parties hereto agree that the Securities Intermediary shall not be the party required to take the action or refrain from acting.

(y) Neither the Securities Intermediary nor any of its officers, directors, employees, attorneys or agents will be responsible or liable for (i) the existence, genuineness, value or protection of any collateral securing the Receivables, for the legality, enforceability, effectiveness or sufficiency of the Basic Documents for the creation, perfection, continuation, priority, sufficiency or protection of any of the Liens, or for any defect or deficiency as to any such matters, or for any failure to demand, collect, foreclose or realize upon or otherwise enforce any of the Liens or Basic Documents or any delay in doing so, or (ii) reviewing or determining the accuracy, completeness or sufficiency of any chain of ownership (including endorsements or assignments related thereto) with respect to any Receivable or Receivable File.

(z) The Securities Intermediary shall not be liable for any action or inaction of the Servicer, or any other party (or agent thereof) to this Agreement or any related document and may assume compliance by such parties with their obligations under this Agreement or any related agreements, unless a Responsible Officer of the Securities Intermediary shall have received written notice to the contrary at the address set forth below the name of the Securities Intermediary on the signature pages of this Agreement.

(aa) The Securities Intermediary shall not be imputed with any knowledge of, or

information possessed or obtained by, the ~~Backup Servicer~~ Administrative Agent or any affiliate, line of business, or other division of ~~Computershare~~ Regions Bank, and vice versa.

(bb) The Securities Intermediary shall not be liable for, and shall have no duty to supervise or monitor, any action or inaction of the Borrower, Servicer or any other party (or agent thereof) to this Agreement or any related document and may assume compliance by such parties with their obligations under this Agreement or any related agreements, unless a Responsible Officer of the Securities Intermediary shall have received written notice to the contrary at the address set forth below the name of the Securities Intermediary on the signature pages of this Agreement

(cc) Neither the Securities Intermediary nor any of its directors, officers, agents or employees shall be responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower, the Servicer, Regional Management, the Administrative Agent or the Backup Servicer contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement or any other Basic Document to which it is a party for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article Four.

(dd) Without limiting the generality of any other provision hereof, neither the Securities Intermediary's preparation or receipt of any reports pursuant to this Agreement nor any other publicly available information available to the Securities Intermediary shall constitute actual or constructive knowledge or written notice of any information contained therein.

(ee) The Securities Intermediary shall not be held responsible or liable for or in respect of, and makes no representation or warranty with respect to (i) the preparation, filing, correctness or accuracy of any financing statement, continuation statement or recording of any document (including this Agreement) or instrument in any public office at any time, or (ii) the monitoring, creation, maintenance, enforceability, existence, status, validity, priority or perfection of any security interest, lien or collateral or the performance of any collateral.

(ff) In the event that (i) the Securities Intermediary is unsure as to the application or interpretation of any provision of this Agreement or any other Basic Document, (ii) this Agreement or any other Basic Document is silent or is incomplete as to the course of action that the Securities Intermediary is required or permitted to take with respect to a particular set of facts, or (iii) more than one methodology can be used to make any determination to be performed by the Securities Intermediary hereunder or thereunder, then the Securities Intermediary may give written notice to the Administrative Agent requesting written instruction and, to the extent that the Securities Intermediary acts or refrains from acting in good faith in accordance with any such written instruction, the Securities Intermediary shall not be personally liable to any Person. If the Securities Intermediary shall not have received such written instruction within ten (10) calendar days of delivery of notice to the Administrative Agent (or within such shorter period of time as may reasonably be specified in such notice or as may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking any action, and

shall have no liability to any Person for such action or inaction.

(gg)The Securities Intermediary shall not be responsible for preparing or filing any reports or returns relating to federal, state or local income taxes with respect to this Agreement or any other Basic Document other than for the Securities Intermediary's compensation.

(hh)Notwithstanding anything to the contrary herein, ~~Computershare (in each of its capacities)~~neither the Securities Intermediary nor the Backup Servicer (i) will ~~not~~ have any liability for any determination made by or on behalf of any Person in connection with a Benchmark Transition Event, and (ii) shall ~~not~~ (a) have any duty to make any determination related to, a Benchmark Transition Event, a Benchmark Replacement Date, a Benchmark Replacement, a Benchmark Replacement Adjustment or other modifier to any replacement or successor index, (b) be under any obligation to monitor, determine or verify the unavailability or cessation of Term SOFR (or other applicable benchmark), or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of any Benchmark Transition Event or Benchmark Replacement Date, (c) be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Agreement or any other Basic Document as a result of the unavailability of Term SOFR (or other applicable benchmark) and absence of a designated Benchmark Replacement, including as a result of any inability, delay, error or inaccuracy on the part of any other Person in providing any direction, instruction, notice or information required or contemplated by the terms of the Basic Documents and reasonably required for the performance of such duties, (d) have any responsibility, obligation or liability related to determining whether or what Conforming Changes are necessary or advisable, if any, in connection with any of the foregoing or (e) have any liability for entering into, or the contents of, any Conforming Changes.

(ii)~~Computershare will perform its obligations as Backup Servicer through its Corporate Trust Services department (including, as applicable, any agents or Affiliates utilized thereby).~~[Reserved]

(jj)The Securities Intermediary shall be entitled to any right, protection, privilege or indemnity afforded to the ~~Backup Servicer~~Administrative Agent under the terms of this Agreement, ~~mutatis mutandis. The Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) under the Intercreditor Agreement shall be entitled to any right, protection, privilege or indemnity afforded to the Backup Servicer under the terms of this Agreement as though set forth in their entirety therein, mutatis mutandis.~~

ARTICLE 3

SECURITY

Section 3.01. Collateral.

(a) The parties hereto intend that this Agreement constitute a security agreement and the transactions effected hereby constitute secured loans by the Lenders to the Borrower under Applicable Law. As collateral security for the prompt, complete and indefeasible payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Obligations, the Borrower hereby grants to the Administrative Agent, as agent for the Secured Parties, a lien on and security interest in all of the Borrower's right, title and interest in, to and under the following, whether now existing or owned or hereafter arising or acquired by the Borrower (collectively, the "Collateral"):

(i) the Receivables and the related Contracts, (including the right to service the Receivables in connection therewith), and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Receivables) or to become due or received by any Person in payment of any of the foregoing on or after the related Cutoff Date;

(ii) the 2023-1A SUBI, the 2023-1A SUBI Certificate and any related rights, authority, powers and privileges of the holder and the beneficiary thereof under the related Trust Documents, including a beneficial interest in the North Carolina Receivables from time to time allocated to the 2023-1A SUBI, including all monies due and to become due with respect thereto and all proceeds thereof, and all payments and distributions thereunder of whatever kind or character and whether in cash or other property, at any time made or distributable to the Borrower thereunder or in respect thereof, whether due or to become due, including, without limitation, the immediate and continuing right of the Borrower to receive and collect all amounts payable to the holder thereof, and all of the Borrower's rights, remedies, powers, interests and privileges under the Trust Documents (whether arising pursuant to the terms thereof or otherwise available to Borrower), including, without limitation, the right to enforce the Trust Documents, to give or withhold any and all consents, requests, notices, directions, approvals or waivers thereunder and all amounts due and to become due thereunder, whether payable as indemnities or damages for breach thereof;

(iii) (A) the First Tier Master Purchase Agreement and the First Tier North Carolina Purchase Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by Regional Management against each Originator (other than a Bank Originator) under or in connection with the First Tier Master Purchase Agreement and the First Tier North Carolina Purchase Agreement and (B) any Bank Originator Transfer Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by Regional Management against such Bank Originator under or in connection with the Bank Originator Transfer Agreement, if any;

(iv) the Second Tier Purchase Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Regional Management under or in connection with the Second Tier Purchase Agreement;

(v) the Account Collateral;

(vi) all Liquidation Proceeds;

(vii) all Hedge Collateral;

(viii) all Receivable Files, Servicer Files and the Schedule of Receivables, and the documents, agreements and instruments included in the Receivable Files and Servicer Files, including rights of recourse of the Borrower against the related Obligors and Regional Management;

(ix) all Records, documents and writings evidencing or related to the Receivables or the Contracts;

(x) all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof), payments and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Receivables, whether pursuant to the related Contracts or otherwise;

(xi) all security interests, Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Receivables and the related Contracts, and any collateral relating thereto;

(xii) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing;

(xiii) any and all other assets of the Borrower including all accounts, deposit accounts, general intangibles, chattel paper, instruments and investment property; and

(xiv) all income, products, accessions and proceeds of the foregoing.

(b) The grant under this Section does not constitute and is not intended to result in a creation or an assumption by any Agent or any of the Secured Parties of any obligation of the Borrower or any other Person in connection with any or all of the Collateral or under any agreement or instrument relating thereto. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under the Contracts to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Administrative Agent of any of its rights in the Collateral shall not release the Borrower from any of its duties or obligations under the Collateral and (iii) no Agent or any Secured Party shall have any obligations or liability under the Collateral by reason of this Agreement, nor shall any Agent or any Secured Party be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(c) Notwithstanding the foregoing grant of security interest, no account, instrument, chattel paper or other obligation or property of any kind due from, owned by or belonging to a Sanctioned Target shall be Collateral.

(d) Each of the Borrower and the Servicer represents and warrants as to itself that each remittance of Collections by the Borrower or the Servicer to the Administrative Agent or any Lender under this Agreement will have been (i) in payment of a debt incurred by the Borrower in the ordinary course of business or financial affairs of the Borrower and the Servicer and (ii) made in the ordinary course of business or financial affairs of the Borrower and the Servicer or as required under the Basic Documents.

Section 3.02. Release of Collateral; No Legal Title.

(a) At the same time as any Receivable (i) expires by its terms and all amounts in respect thereof have been paid by the related Obligor and deposited into the Collection Account or (ii) has been prepaid in full and all amounts in respect thereof have been paid by the related Obligor and deposited into the Collection Account, the Administrative Agent will, automatically release its interest in such Receivable, the related Contract and the related Collateral. In connection with any sale of any property on or after the occurrence of an event described in clauses (i) or (ii) above or in connection with a Defaulted Receivable, after the deposit by the Servicer of the proceeds of the sale or other disposition of the related property into the Collection Account, the Administrative Agent will, at the sole expense of the Servicer, execute and deliver to the Servicer any assignments, bills of sale, termination statements, payoff letters and any other releases and instruments as the Servicer may reasonably request in order to effect the release and transfer of such property; provided, that the Administrative Agent will not make any representation or warranty, express or implied, with respect to any such property in connection with such sale or transfer and assignment. Nothing in this Section shall diminish the Servicer's obligations pursuant to Section 7.03(c) or 7.03(d) with respect to the proceeds of any such sale or other disposition.

(b) Upon (i) a transfer or reallocation of Receivables in connection with a Securitization or (ii) the Facility Termination Date, the Administrative Agent, at the Borrower's expense, upon payment in full of the related Aggregate Unpaid, shall execute and file such partial or full releases or partial or full assignments of financing statements and other documents and instruments as may be reasonably requested by the Borrower to effectuate the release of the relevant portion of the Collateral.

(c) The Administrative Agent will not, except as may result from the exercise of its remedies hereunder, have legal title to any part of the Collateral on the Facility Termination Date and will have no further interest in or rights with respect to the Collateral.

Section 3.03. Protection of Security Interest; Administrative Agent, as Attorney-in-Fact.

(a) The Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all instruments and documents, and take all actions, that may reasonably be necessary, or that the Administrative Agent or any Agent may reasonably deem necessary, to perfect, protect or more fully evidence the security interest granted to the Administrative Agent

in the Receivables and the other Collateral, or to enable the Administrative Agent or the Secured Parties to exercise and enforce their rights and remedies hereunder and thereunder.

(b) If the Borrower fails to perform any of its obligations hereunder after five (5) Business Days' notice from any Secured Party, any Secured Party may (but shall not be required to) perform, or cause performance of, such obligation; and the reasonable costs and expenses incurred by such Secured Party in connection therewith shall be payable by the Borrower as provided in Article Eleven. The Borrower irrevocably authorizes the Administrative Agent and appoints the Administrative Agent, as its attorney-in-fact to act on behalf of the Borrower, (i) to execute or cause to be executed on behalf of the Borrower as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the interest of the Secured Parties in the Receivables and the other Collateral, including financing statements that describe the collateral covered thereby as "all assets of the Borrower whether now owned or existing or hereafter acquired or arising and wheresoever located" and (ii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Receivables and the other Collateral, as a financing statement in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the interests of the Secured Parties in the Receivables and the other Collateral. This appointment is coupled with an interest and is irrevocable.

(c) The Servicer, on behalf of the Borrower, shall deliver to the Administrative Agent, each Agent and the Backup Servicer an electronic data file containing a true and complete list of all such Receivables, identified by account number and principal balance as of the end of the Collection Period ending immediately prior to the initial Funding Date. Such file or list shall be marked as the Schedule of Receivables attached hereto as Schedule C hereto, delivered to the Administrative Agent, each Agent and the Backup Servicer as confidential and proprietary information, and is hereby incorporated into and made a part of this Agreement. The Servicer, on behalf of the Borrower, agrees to deliver to the Administrative Agent at such times as requested by the Administrative Agent in connection with a third-party's request to review the Schedule of Receivables, as provided in the financing statement filed by the Administrative Agent under the UCC, an electronic data file containing a true and complete list of all Receivables, including all Receivables created on or after the initial Cutoff Date, in existence as of the later of (x) the last day of the prior Collection Period, (y) the most recent Funding Date or (z) the most recent Securitization Date by account number and by Principal Balance as of such day or date. Such updated and revised file or list shall be marked as the Schedule of Receivables, delivered to the Administrative Agent, each Agent and the Backup Servicer as confidential and proprietary information, shall replace the previously delivered Schedule of Receivables, and shall be incorporated into and made a part of this Agreement.

Section 3.04. Assignment of the Second Tier Purchase Agreement

. The Borrower hereby represents, warrants and confirms to the Administrative Agent that the Borrower has collaterally assigned to the Administrative Agent, for the ratable benefit of the Secured Parties hereunder, all of the Borrower's right and title to and interest in the Second Tier Purchase Agreement. The Borrower confirms that the Administrative Agent shall have the sole right to enforce the Borrower's rights and remedies under the Second Tier Purchase Agreement

for the benefit of the Secured Parties, but without any obligation on the part of the Administrative Agent, the Secured Parties or any of their respective Affiliates, to perform any of the obligations of the Borrower under the Second Tier Purchase Agreement. The Borrower further confirms and agrees that such collateral assignment to the Administrative Agent shall terminate upon the Facility Termination Date; provided, however, that the rights of the Secured Parties pursuant to such collateral assignment with respect to rights and remedies in connection with any indemnities and any breach of any representation, warranty or covenants made by Regional Management pursuant to the Second Tier Purchase Agreement, which rights and remedies survive the termination of the Second Tier Purchase Agreement, shall be continuing and shall survive any termination of such collateral assignment.

Section 3.05. Waiver of Certain Laws

. Each of the Borrower, the Backup Servicer and the Servicer agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force in any locality where any part of the Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and each of the Borrower, the Backup Servicer and the Servicer, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such laws, and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclose the security interests granted in this Agreement may sell the Collateral as an entirety or in such parcels as the Administrative Agent or such court may determine.

Section 3.06. Electronic Vault System and Electronic Collateral Control Agreement.

(a) With respect to each Contract that is an Electronic Contract (i) that constitutes Electronic Chattel Paper for which the Authoritative Copy has been communicated to the Administrative Agent or (ii) that does not constitute Electronic Chattel Paper, and in each case is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent, the Administrative Agent is the agent for the Secured Parties exclusively. The Administrative Agent shall hold each such Contract for the exclusive benefit of the Secured Parties and shall make disposition thereof only in accordance with this Agreement or the Electronic Collateral Control Agreement or otherwise pursuant to written instructions furnished by the Required Lenders.

(b) The Servicer shall maintain or cause to be maintained the Electronic Vault so that the Electronic Vault System will place the Required Legend on each page of any perceivable copy of an Electronic Contract; *provided, that* if a Contract is Exported from the Electronic Vault, the Servicer will hold such Contract in physical form in accordance with its customary servicing practices and the requirements of this Agreement. None of the Administrative Agent, Regional Management Entities or the Trust shall make any changes to the Owner of Record of the Electronic Vault or to the Required Legend on any Electronic Contract, without the prior written consent of the Required Lenders.

(c) The Servicer shall maintain or cause to be maintained each Electronic Contract that constitutes Electronic Chattel Paper such that (i) a watermark on any perceivable rendering of the Authoritative Copy thereof shall read “View of Authoritative Copy,” (ii) a watermark on any perceivable rendering of each Electronic Contract that is not a perceivable rendering of the Authoritative Copy thereof shall read “View of Non-Authoritative Copy,” and (iii) the Required Legend is placed on each perceivable rendering thereof; *provided, that* the Servicer shall not be required to apply a watermark or other notation to any Electronic Contract when such Electronic Contract has expired by its terms or has been paid in full. The Servicer shall cause the Electronic Vault to reflect the name of the applicable Owner of Record as follows: “Regional Management Receivables VI, LLC/Regional Management NC Receivables Trust, solely with respect to 2023-1A SUBI”. Neither any Regional Management Entity nor the Administrative Agent shall knowingly destroy any Electronic Contract nor transfer or cause the transfer or Export of any Electronic Contract except in accordance with the terms hereof and the Electronic Collateral Control Agreement, provided that, for the avoidance of doubt, the Servicer may Export an Electronic Contract in accordance with the terms hereof and the terms of the Electronic Collateral Control Agreement in connection with the release of such Receivable from the lien of this Agreement in accordance with the terms hereof.

(d) The Regional Management Entities shall notify the Lenders in writing as soon as reasonably practicable and in any event within two (2) Business Days after any Responsible Officer thereof receives notice or obtains actual knowledge of: (I) the intent or threat (expressed in writing) of the Electronic Vault Provider to terminate, or the termination of, the Electronic Collateral Control Agreement or the Electronic Vault Services Agreement, (II) receipt of written notice from the Electronic Vault Provider of any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for, any nonpublic or confidential information (including, but not limited to, the access codes of the Electronic Vault Provider or any party hereto) of the Electronic Vault Provider or any party hereto which is maintained in the Electronic Vault and/or any unauthorized intrusions into the Electronic Vault Provider’s or any of its subcontractor’s facilities or secure systems on or in which any nonpublic or confidential information of the Electronic Vault Provider or any party hereto is maintained, (III) receipt of written notification from the Electronic Vault Provider of any changes to the System Description, which shall include any changes to the Electronic Vault System that are materially inconsistent with the System Description, with respect to the Electronic Vault, (IV) any Integrity Check failure with respect to or any other attempted unauthorized access to or modification or alteration of an Authoritative Copy of an Electronic Contract that constitutes Electronic Chattel Paper which constitutes or evidences a Receivable maintained in the Electronic Vault, (V) any claim of any Person (other than the Administrative Agent) of an interest in an Electronic Contract, (VI) the receipt of written notice of the commencement or the threat in writing of any actions, suits, investigations or proceedings against the Electronic Vault Provider which may materially interfere with (A) the Electronic Vault Provider’s provision of the Electronic Vault System or (B) the Borrower’s, the Servicer’s, the Administrative Agent’s or any other Person’s access to or use of the Electronic Vault or against the Borrower, the Servicer, the Administrative Agent or otherwise relating to or affecting the Electronic Vault or the Contracts, in any court, or before any arbitrator of any kind, or before or by any Governmental Authority or (VII) the receipt of any other material or adverse written notice from the Electronic Vault Provider. The Administrative Agent shall, upon receipt of notice of any of the foregoing and to the extent such notice has not already been provided by a Regional Management Entity to the Lenders, provide

written notice thereof to the Lenders as soon as reasonably practicable.

(e) The Administrative Agent shall appoint only its own personnel (or personnel of its subcontractors) as “Secured Party Authorized Users” in respect of the Electronic Vault and the Contracts contained therein and shall not otherwise permit any Person to have access to thereto other than (1) prior to the delivery of a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement, Approved Parent Authorized Users (as defined in the Electronic Collateral Control Agreement), (2) from and after the delivery of a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement, the Required Lenders and any Person appointed by the Required Lenders as a “Secured Party Administrative User”, (3) personnel of Electronic Vault Provider in connection with providing technical support to any such “Secured Party Authorized Users” and (4) the Required Lenders and their respective agents or representatives in connection with an audit pursuant to Section 7.03(k). The Administrative Agent shall not provide any Person other than the Required Lenders with any right to control the actions of the Administrative Agent under the Electronic Collateral Control Agreement, or any consent or approval rights in respect of the Electronic Collateral Control Agreement or any rights thereunder or any provisions thereof, or permit any other Person to direct the Servicer to take or refrain from taking any action, in each case, which could affect the Contracts.

(f) The Administrative Agent shall not agree to amend, or provide any consents, waivers or directions under, the Electronic Collateral Control Agreement without the prior written consent of the Required Lenders.

(g) Upon the occurrence of (x) an Event of Default, (y) the termination of Electronic Vault Services Agreement or the Electronic Collateral Control Agreement or the delivery of any notice of termination thereunder or (z) a determination by the Administrative Agent or the Required Lenders, each in their reasonable discretion, that the functionality, security, integrity or reliability of the Electronic Vault System (or any portion thereof) is impaired or the Contracts are otherwise adversely affected by any event (including any change in configuration, technology or law) or circumstance with respect to the Electronic Vault Provider, the Administrative Agent, the Electronic Vault System, the Electronic Vault Services Agreement, the Electronic Collateral Control Agreement or Electronic Contracts generally, including, without limitation, adverse claims being asserted therein by the Electronic Vault Provider or other lenders, (1) the Administrative Agent shall, notwithstanding any contrary instruction received from the Regional Management Entities or the Trust, promptly take such reasonable action with respect to the Electronic Contracts and the Electronic Collateral Control Agreement, as the Required Lenders may direct in writing (including, without limitation, Exporting the Contracts maintained within the Electronic Vault System) and (2) the Administrative Agent (acting at the written direction of the Required Lenders) as “Secured Party” under the Electronic Collateral Control Agreement shall deliver a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement.

(i) The Servicer and the Borrower hereby represent and warrant to the Secured Parties as of the date hereof and as of each Funding Date that the Electronic Collateral Control Agreement provides Regional Management a license to use the Electronic Vault System and provides the Administrative Agent exclusive access to the Electronic Vault (except to the extent

otherwise expressly set forth herein or in the Electronic Collateral Control Agreement) and the terms thereof are sufficient to permit the Administrative Agent to perform its duties and obligations hereunder and under the Electronic Collateral Control Agreement.

(j) The Servicer and the Borrower hereby represent and warrant to the Secured Parties as of the date hereof and as of each Funding Date that none of the Regional Management Entities or the Trust has any right of access to the Electronic Vault under the Electronic Collateral Control Agreement without the prior written consent of the Administrative Agent, except in accordance with the terms thereof and the terms of this Agreement.

ARTICLE 4

CONDITIONS OF CLOSING AND THE LOANS

Section 4.01. Conditions of Closing and the Initial Loan

. The Closing Date shall not occur and no Lender shall be obligated to make any Lender Advance hereunder in respect of the Initial Loan, nor shall any Lender, the Administrative Agent, any Agent or any other party hereto be obligated to take, fulfill or perform any other action hereunder, until the following conditions precedent, after giving effect to the proposed Loan, in each case, have been satisfied or waived in the sole discretion of the Required Lenders:

(a) The Administrative Agent and each Agent shall have received (i) an executed copy of each Basic Document and (ii) such other documents, instruments, agreements and Opinions of Counsel as the Administrative Agent or any Agent shall request in connection with the transactions contemplated by this Agreement, each in form and substance satisfactory to the Administrative Agent or such Agent, as applicable.

(b) The Administrative Agent and each Agent shall have received (i) satisfactory evidence, which may be in the form of an Officer's Certificate or an Opinion of Counsel, that the Borrower, the Servicer, Regional Management and the Backup Servicer have obtained all required consents and approvals of all Persons, including all requisite Governmental Authorities, to the execution, delivery and performance of this Agreement and the other Basic Documents to which each is a party and the consummation of the transactions contemplated hereby or thereby or (ii) an Officer's Certificate or an Opinion of Counsel from each of the Borrower, the Servicer, Regional Management and the Backup Servicer, in form and substance satisfactory to the Administrative Agent and each Agent, affirming that no such consents or approvals are required; it being understood that the acceptance of such evidence, Opinion of Counsel or Officer's Certificate shall in no way limit the recourse of the Administrative Agent or any Secured Party against Regional Management or the Borrower for a breach or Regional Management's as the Borrower's representation or warranty that all such consents and approvals have, in fact, been obtained.

(c) The Borrower and Regional Management shall each be in compliance in all material respects with all Applicable Laws and shall have delivered an Officer's Certificate to the Administrative Agent and each Agent as to such compliance and other closing matters.

(d) The Borrower shall have paid all fees, costs and expenses required to be paid by it on the Closing Date, including all fees required hereunder and under the Fee Letter, and shall have reimbursed each Lender and the Administrative Agent for all fees, costs and expenses of closing the transactions contemplated hereunder and under the other Basic Documents, including the fees and expenses of Chapman and Cutler LLP.

(e) No Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred.

- (f) No Servicer Termination Event or any event that, with the giving of notice or the lapse of time, or both, would become a Servicer Termination Event shall have occurred.
- (g) All existing financing statements naming Regional Management, as debtor securing any chattel paper as collateral thereunder shall be terminated, or amended to release such collateral, to the extent such financing statement covers any Receivables that will become Collateral upon its pledge on the Closing Date.
- (h) On and as of the Closing Date, each of the Borrower, the Servicer and Regional Management has performed all of the agreements contained in this Agreement and the other Basic Documents to be performed by it.
- (i) No adverse procedures were used by the Borrower in providing information related to the Receivables and, to the Borrower's knowledge, the selection of the Receivables did not result in a selection adverse to the Lenders.
- (j) No Applicable Law shall prohibit, and no order, judgment or decree of any Governmental Authority shall prohibit or enjoin, the making of the Loan by the Lenders in accordance with the provisions hereof.
- (k) The Administrative Agent and each Agent shall have received opinions from (i) Alston & Bird with respect to corporate, security interest, true sale and nonconsolidation opinions customarily rendered in connection with the transactions contemplated by the Basic Documents and such other opinions as requested by the Lenders, (ii) Womble Bond Dickinson (US) LLP with respect to corporate opinions for the Originators whose jurisdictions are in the States of South Carolina and Tennessee, customarily rendered in connection with the transactions contemplated in the Basic Documents and (iii) Baker, Donelson, Bearman, Caldwell & Berkowitz PC, with respect to corporate opinions for the Originator whose jurisdiction is in the State of Alabama, customarily rendered in connection with the transactions contemplated in the Basic Documents.
- (l) The Lenders shall have received no later than three (3) Business Days in advance of the Closing Date all documentation and other information requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, that has been reasonably requested in writing by any Lender at least ten days in advance of the Closing Date.
- (m) The Administrative Agent and each Agent shall have received such other approvals, opinions, information or documents as the Administrative Agent or the Lenders may reasonably require.
- (n) The Backup Servicer shall have established a servicing plan subject to the satisfaction of the Agents.

Section 4.02. Conditions Precedent to All Loans

. The Lenders' obligation to make any Lender Advance on any Funding Date hereunder shall be subject to the conditions set forth in Section 4.01 and the further conditions precedent that:

(a) With respect to any Loan (including the Initial Loan), the Servicer shall have delivered to the Administrative Agent and each applicable Agent, on or prior to the date of such Loan in form and substance satisfactory to the Administrative Agent and each Agent, (i) a Funding Request and (ii) in the case of Receivables being added to the Collateral, an updated Schedule of Receivables dated within two (2) Business Days prior to the date of such Loan and containing such additional information as may be reasonably requested by the Administrative Agent or an Agent.

(b) On each Funding Date, the following shall be true and correct and the Borrower shall be deemed to have certified that, after giving effect to the proposed Loan and pledge of the Collateral (or as of such other time otherwise specified herein):

(i) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct on and as of such date as though made on and as of such date and shall be deemed to have been made on such date, except to the extent such representations and warranties expressly relate to an earlier date as set forth herein;

(ii) no event has occurred and is continuing, or would result from such transaction that constitutes (i) an Event of Default, Unmatured Event of Default or Facility Amortization Event or (ii) a Servicer Termination Event or any event that with the giving of notice of the lapse of time, or both, would constitute a Servicer Termination Event;

(iii) on and as of such date, after giving effect to such Loan, the Loans Outstanding does not exceed the Borrowing Base (calculated as of the previous Determination Date or, with respect to the initial Funding Date or any Receivables added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date);

(iv) on and as of each such date, the Borrower, the Servicer and Regional Management each has performed all of the agreements contained in this Agreement and the other Basic Documents to be performed by it at or prior to such date; and

(v) no Applicable Law shall prohibit, and no order, judgment or decree of any Governmental Authority shall prohibit or enjoin, the making of such Loans by the Lenders in accordance with the provisions hereof.

(c) The Borrower shall have deposited to the Reserve Account an amount of cash such that the Reserve Account Amount is not less than the Reserve Account Required Amount, taking into account the aggregate Principal Balance of the Receivables transferred in connection with such Loan.

(d) The Borrower shall be in compliance with Section 6.03 and with all

requirements of any Hedging Agreement required thereby.

(e) The Administrative Agent and each Agent shall have received the Schedule of Receivables and the Schedule of Locations of Books and Records.

(f) On the date of such transaction, the Administrative Agent and each Agent shall have received such other approvals, opinions, information or documents as the Administrative Agent or an Agent may reasonably require.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

Section 5.01. Representations and Warranties of the Borrower

. The Borrower represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

- (a) Organization and Good Standing. The Borrower has been duly organized, and is validly existing as a limited liability company in good standing under the laws of the State of Delaware, with all requisite power and authority to own or lease its properties and conduct its business as such business is presently conducted, and the Borrower had at all relevant times, and now has all necessary power, authority and legal right to acquire, own, sell and pledge the Receivables and the other Collateral.
- (b) Due Qualification. The Borrower is duly qualified to do business and is in good standing as a Delaware limited liability company and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualifications, licenses or approvals (including, as applicable, the origination, purchase, sale, pledge and servicing of the Receivables).
- (c) Power and Authority; Due Authorization. The Borrower (i) has all necessary power, authority and legal right to (A) execute and deliver the Borrower Basic Documents, (B) carry out the terms of the Borrower Basic Documents and (C) grant the security interest in the Collateral on the terms and conditions herein provided and (ii) has duly authorized by all necessary limited liability company action the execution, delivery and performance of the Borrower Basic Documents and the grant of the security interest in the Collateral on the terms and conditions herein and therein provided.
- (d) Binding Obligation. Each Borrower Basic Document constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).
- (e) No Violation. The execution and delivery of the Borrower Basic Documents, the consummation of the transactions contemplated by the Borrower Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Formation Documents or any Contractual Obligation of the Borrower, (ii) result in the creation or imposition of any Lien upon any of the Borrower's properties pursuant to the terms of any such Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.
- (f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the knowledge of the Borrower, threatened against the Borrower, before any Governmental Authority (i) asserting the invalidity of any Borrower Basic

Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by the Borrower Basic Documents or (iii) seeking any determination or ruling that could reasonably be expected to have a Material Adverse Effect.

(g) All Consents Required. All approvals, authorizations, consents, orders, licenses or other actions of any Person or of any Governmental Authority required for the due execution, delivery and performance by the Borrower of the Borrower Basic Documents have been obtained.

(h) Bulk Sales. The execution, delivery and performance of this Agreement do not require compliance with any “bulk sales” act or similar law by the Borrower.

(i) Solvency. The transactions contemplated by the Basic Documents do not and will not render the Borrower not Solvent.

(j) Selection Procedures. No procedures believed by the Borrower to be adverse to the interests of the Lenders were utilized by the Borrower in identifying and/or selecting Receivables to be funded by the related Loans, and no receivables that have been funded with loans under and pursuant to the terms of any Other Warehouse Facilities shall be acquired by the Borrower and funded by Loans hereunder. In addition, each Receivable shall have been underwritten in accordance with and satisfy the standards of the Credit Policy in effect at the time of the origination of such Receivable.

(k) Taxes. The Borrower has filed or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it and all such returns are correct in all material respects. The Borrower has paid or made adequate provisions for the payment of all Taxes shown on such tax returns and all material assessments made against it or any of its property (other than (a) any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Borrower, or (b) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect).

(l) Exchange Act Compliance; Regulations T, U and X. None of the transactions contemplated herein (including the use of the proceeds from the Loans and the pledge of the Collateral) will violate or result in a violation of Section 7 of the Exchange Act, or any regulations issued pursuant thereto, including Regulations T, U and X of the Federal Reserve Board, 12 C.F.R., Chapter II. The Borrower does not own or intend to carry or purchase, and no proceeds from the Loans will be used to carry or purchase, any “Margin Stock” within the meaning of Regulation U or to extend “Purpose Credit” within the meaning of Regulation U.

(m) Quality of Title. (i) Each Receivable (other than a Receivable originated by a Bank Originator), together with the Contract related thereto and (ii) the participation interest in each Receivable originated by a Bank Originator, shall, at all times, be owned by the Borrower (or, in the case of the North Carolina Receivables that are not originated by a Bank Originator, the Trust), free and clear of any Lien except for Permitted Liens, and

upon the making of the Loan, the Administrative Agent, on behalf of the Secured Parties, shall acquire a valid and perfected first priority security interest in each Receivable (or, (i) in the case of a Receivable originated by a Bank Originator, in each related participation interest, and (ii) in the case of the North Carolina Receivables, the 2023-1A SUBI Certificate) and, to the extent such a security interest can be perfected by filing a financing statement under the UCC (in the case of the Receivables or, in the case of Receivables originated by a Bank Originator, participation interests therein other than the North Carolina Receivables) or by possession thereof (in the case of the North Carolina Receivables evidenced by the 2023-1A SUBI Certificate), the related Collateral, free and clear of all Liens other than Permitted Liens. No effective financing statement or other instrument similar in effect covering any portion of the Collateral shall at any time be on file in any recording office except such as may be filed in favor of (i) Regional Management in accordance with the First Tier Master Purchase Agreement, the Bank Originator Transfer Agreement and the First Tier North Carolina Purchase Agreement, (ii) the Borrower in accordance with the Second Tier Purchase Agreement or (iii) the Administrative Agent in accordance with this Agreement.

(n) Security Interest. The Borrower has granted a security interest (as defined in the UCC) to the Administrative Agent, on behalf of the Secured Parties, in the Collateral, which is enforceable in accordance with Applicable Law upon execution and delivery of this Agreement. Upon the filing of UCC-1 financing statements naming the Administrative Agent, as secured party and the Borrower as debtor, delivery of possessory Collateral to the Administrative Agent (or its designee), and execution and delivery ~~of the Account Control Agreement~~[hereof](#), the Administrative Agent, on behalf of the Secured Parties, shall have a first priority (except for any Permitted Liens) perfected security interest in the Collateral to the extent such an interest can be perfected by filing a financing statement under the UCC, maintaining such possession or execution and delivery ~~of the Account Control Agreement~~[hereof](#). All filings (including such UCC filings) as are necessary in any jurisdiction to perfect such security interest of the Administrative Agent, on behalf of the Secured Parties, in the Collateral have been (or prior to the applicable Loan will be) made.

(o) Reports Accurate. All Monthly Reports, Monthly Loan Tapes and static pool information (if prepared by the Borrower, or to the extent that information contained therein is supplied by the Borrower, such portion supplied by the Borrower), information, exhibits, financial statements, documents, books, records or reports (including the data file indicating characteristics of the Initial Receivables immediately prior to the initial Funding Date, and the data file indicating characteristics of the Subsequent Receivables prior to each subsequent Funding Date) furnished or to be furnished by the Borrower to each Agent, any Secured Party, the Backup Servicer or the Securities Intermediary in connection with this Agreement are true, complete and correct in all material respects as of the dates specified therein or the date so furnished (as applicable).

(p) Location of Offices. The principal place of business and chief executive office of the Borrower and the offices where the Borrower keeps all Records are located at the addresses referred to in Schedule H and have been so for the four months preceding the Closing Date (or at such other locations as to which the notice and other requirements specified in Section 6.02(i) shall have been satisfied).

(q) The Accounts. The Borrower has neither pledged nor assigned, nor entered into a control agreement with respect to either Account, other than in accordance with the terms of this ~~Agreement and the Account Control~~ Agreement. Each Account is a “deposit account” or “securities account”, in each case under and as defined in the relevant UCC.

(r) Tax Status. The Borrower has not elected and will not elect to be treated as a corporation, nor, to its knowledge, has it engaged in any transaction which could result in it becoming treated as a corporation, for United States federal income tax purposes.

(s) Tradenames and Place of Business. (i) The Borrower has no trade names, fictitious names, assumed names or “doing business as” names or other names under which it has done or is doing business and (ii) the principal place of business and chief executive office of the Borrower are located at the address of the Borrower set forth below its name on the signature pages of this Agreement and has been so for the last four months.

(t) Second Tier Purchase Agreement. The Second Tier Purchase Agreement is the only agreement pursuant to which the Borrower purchased the Receivables and the related Contracts.

(u) Value Given. In consideration for the transfer to the Borrower of the Receivables and the related Collateral under the Second Tier Purchase Agreement, the Borrower shall have paid Regional Management an amount equal to the fair market value of the Receivables, and no such transfer shall have been made for or on account of an antecedent debt owed by Regional Management to the Borrower and no such transfer is or may be voidable or subject to avoidance under any Insolvency Law.

(v) Accounting. The Borrower accounts for the transfers to it from Regional Management of the Receivables and related Collateral under the Second Tier Purchase Agreement as true sales/true contributions of such Receivables and related Collateral in its books, records and financial statements, in each case consistent with GAAP and with the requirements set forth herein.

(w) Special Purpose Entity. The Borrower is in compliance with Section 6.02(q).

(x) Confirmation from Regional Management. The Borrower has received in writing from Regional Management confirmation that, so long as the Borrower is not “insolvent” within the meaning of the Bankruptcy Code, Regional Management will not cause the Borrower to file a voluntary petition under the Bankruptcy Code or any other Insolvency Laws. Each of the Borrower and Regional Management is aware that in light of the circumstances described in the preceding sentence and other relevant facts, the filing of a voluntary petition under the Bankruptcy Code for the purpose of making any Receivable or any other assets of the Borrower available to satisfy claims of the creditors of Regional Management would not result in making such assets available to satisfy such

creditors under the Bankruptcy Code.

(y) Investment Company Act. The Borrower (i) is not a “covered fund” as defined in the Volcker Rule and (ii) is not an “investment company” within the meaning of the Investment Company Act. The Borrower relies on an exclusion from the definition of “investment company” under the Investment Company Act contained in Section 3(c)(4) of the Investment Company Act, although there may be additional exclusions or exemptions available.

(z) ERISA. No ERISA Event has occurred or is reasonably expected to occur. None of the assets of the Borrower constitute Plan Assets of any Benefit Plan.

(aa) Accuracy of Representations and Warranties. Each representation or warranty by the Borrower contained herein, in any other Borrower Basic Document or in any certificate or other document furnished by the Borrower pursuant hereto or thereto or in connection herewith or therewith is true and correct in all material respects.

(bb) Representations and Warranties in Second Tier Purchase Agreement. The representations and warranties made by Regional Management to the Borrower in the Second Tier Purchase Agreement are hereby remade by the Borrower on each date to which they speak in the Second Tier Purchase Agreement, as if such representations and warranties were set forth herein. For purposes of this Section, such representations and warranties are incorporated herein by reference as if made by the Borrower to each of the Secured Parties under the terms hereof mutatis mutandis.

(cc) Anti-Money Laundering Laws; Anti-Corruption Laws; Sanctions. None of Borrower nor any of its Affiliates (i) is in violation of any Sanctions, (ii) is a Sanctioned Target, (iii) is controlled by or is acting on behalf of a Sanctioned Target, or (iv) to the best knowledge of Borrower after due inquiry, is under investigation for an alleged breach of Sanctions by a governmental authority that enforces Sanctions. The proceeds of any Loan have not been and will not be used, directly or indirectly, in violation of applicable Sanctions, to fund any operations in, finance any investments or activities in or make any payments to a Sanctioned Target or otherwise in violation of Sanctions, Anti-Corruptions Laws or Anti-Money Laundering Laws. The operations of Borrower are, and have been, conducted at all times in compliance with all applicable Anti-Money Laundering Laws and Anti-Corruption Laws. No litigation, regulatory or administrative proceedings of or before any court, tribunal or agency with respect to any Anti-Money Laundering Laws or Anti-Corruption Laws have been initiated or (to the best of its knowledge and belief) threatened against each of Borrower or any Affiliates of Borrower.

(dd) Money Services Business. The Borrower is not, nor is required to be registered as, nor will it at any time during the term of this Agreement be, or be required to be registered as, a “Money Services Business” within the meaning of the FinCEN rules at 31 C.F.R. 1010.100(ff).

(ee) Disclosure. The Borrower has disclosed to the Administrative Agent and

the Lenders all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the written reports, financial statements, certificates or other written information (other than general market or economic data) furnished by or on behalf of Borrower to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, it represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time (it being understood that forecasts and projections are subject to contingencies and no assurances can be given that any forecast or projection will be realized).

(ff) Eligibility of Receivables.

(i) As of the initial Funding Date, (A) Schedule C and the information contained in the Funding Request delivered pursuant to Section 2.01 is an accurate and complete listing in all material respects of the Receivables constituting a portion of the Collateral as of the date of the Initial Loan and the information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (B) each such Receivable is an Eligible Receivable, (C) each such Receivable is free and clear of any Lien of any Person (other than Permitted Liens) and in compliance, in all material respects, with all Applicable Laws and (D) with respect to each such Receivable, all material consents, licenses, approvals or authorizations of or registrations or declarations with any Governmental Authority required to be obtained, effected or given by the Borrower or Originator in connection with the origination, purchase and pledge of such Receivable and the related Collateral to the Administrative Agent have been duly obtained, effected or given and are in full force and effect; and

(ii) As of each Funding Date other than the Funding Date on which the Initial Loan is made, the Borrower shall be deemed to represent and warrant that (A) Schedule C and the information contained in the related Funding Request is an accurate and complete listing in all material respects of the Receivables (including the Subsequent Receivables being transferred on such Funding Date) constituting a portion of the Collateral as of the date of the Subsequent Loan and the information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (B) each Subsequent Receivable referenced on the related Funding Request is an Eligible Receivable, (C) each such Subsequent Receivable is free and clear of any Lien of any Person (other than Permitted Liens) and is in compliance in all material respects with all Applicable Laws and (D) with respect to each such Subsequent Receivable, all material consents, licenses, approvals, authorizations, registrations or declarations with any Governmental Authority

required to be obtained, effected or given by the Borrower or Originator in connection with the origination, purchase and pledge of such Subsequent Receivable and the related Collateral have been duly obtained, effected or given and are in full force and effect.

(gg) Security Interest. This Agreement constitutes a grant of a security interest in all Collateral to the Administrative Agent which upon the filing of financing statements in the applicable jurisdictions, delivery of possessory Collateral and, with respect to each Account, execution ~~of the Account Control Agreement~~ hereof, shall be a first priority perfected security interest in all Collateral, subject only to Permitted Liens. Until the Facility Termination Date, neither the Borrower nor any Person claiming through or under the Borrower shall have any claim to or interest in any Account Collateral; provided, if this Agreement constitutes the grant of a security interest in such property, except for the interest of the Borrower in such property. The representations and warranties contained in Schedule F are true and correct in all material respects.

(hh) Bank Originator. On or after the satisfaction of the Bank Originator Condition, to its knowledge, the Bank Originator shall have the requisite experience to originate and sell the Receivables in connection with the Bank Originator Program Documents and is in material compliance with all Applicable Laws.

Section 5.02. Representations and Warranties of the Servicer

. The Servicer represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

(a) Organization and Good Standing. The Servicer and each Subservicer has been duly organized and is validly existing as a corporation or limited liability company, as applicable, in good standing under the laws of the State of its incorporation or formation, as applicable, with all requisite corporate power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to enter into and perform its obligations pursuant to this Agreement and the Servicer had at all relevant times, and now has all requisite corporate power and authority to acquire, own, sell and service the Receivables and the other Collateral.

(b) Due Qualification. Each of the Servicer and each Subservicer is duly qualified to do business and is in good standing as a corporation or limited liability company, as applicable, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property and or the conduct of its business, including the origination and servicing of the Receivables, requires such qualification, licenses or approvals, except where the failure to so qualify could not reasonably be expected to result in a Material Adverse Effect.

(c) Power and Authority; Due Authorization. The Servicer (i) has all necessary power, authority and legal right to (A) execute and deliver the Servicer Basic Documents and (B) carry out the terms of the Servicer Basic Documents and (ii) has duly authorized by all necessary corporate action the execution, delivery and performance of

the Servicer Basic Documents.

(d) Binding Obligation. Each Servicer Basic Document constitutes a legal, valid and binding obligation of the Servicer enforceable against the Servicer in accordance with its respective terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(e) No Violation. The execution and delivery of the Servicer Basic Documents, the consummation of the transactions contemplated the Servicer Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Servicer's certificate of incorporation, bylaws or any Contractual Obligation of the Servicer, (ii) result in the creation or imposition of any Lien upon any of the Servicer's properties pursuant to the terms of any such certificate of incorporation, bylaws or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.

(f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the best knowledge of the Servicer, threatened against the Servicer, before any Governmental Authority (i) asserting the invalidity of any Servicer Basic Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by any Servicer Basic Document, (iii) challenging the enforceability of a material portion of the Receivables or (iv) seeking any determination or ruling that could reasonably be expected to have Material Adverse Effect.

(g) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by the Servicer of the Servicer Basic Documents have been obtained.

(h) Solvency. The transactions contemplated by the Basic Documents do not and will not render the Servicer not Solvent.

(i) Taxes. The Servicer has filed or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it and all such returns are correct in all material respects. The Servicer has paid or made adequate provisions for the payment of all Taxes shown on such tax returns and all material assessments made against it or any of its property (other than (a) any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Servicer, or (b) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect).

(j) Reports Accurate. All Monthly Reports, information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Servicer or any Subservicer to any Agent, any Secured Party, the Backup Servicer or the

Securities Intermediary in connection with this Agreement are accurate, true and correct in all material respects as of the date specified therein or the date so furnished (as applicable).

(k) Servicer's Performance. The Servicer has the knowledge, the experience and the systems, financial and operational capacity available to timely perform each of its obligations hereunder.

(l) Compliance with the Collection Policy. The Servicer and each Subservicer has, with respect to the Receivables, complied in all material respects with the Collection Policy.

(m) The Accounts. The Servicer has neither pledged nor assigned, nor entered into a control agreement with respect to, either Account or amounts on deposit therein with or to any other Person except the Administrative Agent and/or the Secured Parties ~~with respect to the Account Control Agreement~~ hereunder. Each Account is a "deposit account" or "securities account", in each case under and as defined in the relevant UCC.

(n) Representations and Warranties in the Second Tier Purchase Agreement. The representations and warranties made by Regional Management in the Second Tier Purchase Agreement are hereby remade by Regional Management on each date to which they speak in the Second Tier Purchase Agreement, as if such representations and warranties were set forth herein. For purposes of this subsection, such representations and warranties are incorporated herein by reference as if made by Regional Management to the Administrative Agent and to each of the Secured Parties under the terms hereof mutatis mutandis.

(o) Anti-Corruption Laws and Sanctions. The Servicer has implemented and maintains in effect policies and procedures designed to ensure compliance by the Servicer and its Subsidiaries, directors, officers and employees with Anti-Corruption Laws and applicable Sanctions, and the Servicer, its Subsidiaries and their respective officers and employees and to the knowledge of the Servicer, their directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) the Servicer, any Subsidiary or to the knowledge of the Servicer any of their respective directors, officers or employees, or (ii) to the knowledge of the Servicer, any of their respective agents or any Subsidiary that will act in any capacity in connection with or benefit from the facility established hereby, is a Sanctioned Target. No advance, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

(p) Money Services Business. The Servicer is not, nor is required to be registered as, nor will it at any time during the term of this Agreement be, or be required to be registered as, a "Money Services Business" within the meaning of the FinCEN rules at 31 C.F.R. 1010.100(ff).

(q) Electronic Contract. With respect to each Electronic Contract (or electronically authenticated original record of the executed Contract with respect to

Electronic Contracts that do not constitute Electronic Chattel Paper), the Servicer represents that the Administrative Agent holds the Authoritative Copy of such Electronic Contract (or holds the electronically authenticated original record of the executed Contract with respect to Electronic Contracts that do not constitute Electronic Chattel Paper) in the Electronic Vault as pledgee of the Borrower or the Trust, as applicable, for the benefit of the Secured Parties.

Section 5.03. Representations and Warranties of the Backup Servicer

. The Backup Servicer represents and warrants as of the Closing Date:

(a) Organization and Good Standing. It has been duly organized, and is validly existing as a national banking association under the laws of the United States, with all requisite power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to execute, deliver and perform its obligations under the Basic Documents to which it is a party.

(b) Power and Authority; Due Authorization. It (i) has all necessary power and authority to execute, deliver and carry out the terms of the Basic Documents to which it is a party and (ii) has duly authorized by all necessary action on its part the execution, delivery and performance of such Basic Documents.

(c) Binding Obligation. Each of the Basic Documents to which it is a party constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(d) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, its organizational documents or any of its Contractual Obligations, (ii) result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such organizational documents or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law, to the extent applicable to Computershare.

(e) No Proceedings. There is no litigation, proceeding or investigation pending or, to its knowledge, threatened against it, before any Governmental Authority (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or (iii) seeking any determination or ruling that could reasonably be expected to have a Material Adverse Effect (solely with respect to part (iv) of the definition thereof).

(f) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by it of this Agreement have been obtained.

Section 5.04.Repurchase of Certain Receivables.

(a) Upon obtaining actual knowledge of a breach of any representation or warranty contained in Section 5.01(ff) hereof by the Borrower with respect to a Receivable at the time such representation or warranty was made, the Borrower and the Servicer shall disclose the identity of the affected Receivables on the next Monthly Report relating to the Collection Period in which such breach was discovered. Unless waived by the Required Lenders, the Borrower shall cause Regional Management to (A) cure such breach in all material respects, such that the representations and warranties contained in Section 5.01(ff) are true and correct with respect to each affected Receivable, (B) reacquire each affected Receivable for the related Release Price, as provided in the Second Tier Purchase Agreement or (C) substitute a Substitute Receivable for such affected Receivable, in each case, by the Payment Date relating to the Collection Period in which the Servicer obtained actual knowledge of the underlying breach with respect to each affected Receivable, and (ii) in the event that Regional Management has not cured a breach of any representation or warranty contained in Section 5.01(ff) hereof by the Payment Date relating to the Collection Period in which the Servicer obtained actual knowledge of such breach, Regional Management shall reacquire or substitute each such affected Receivable by such date. The Administrative Agent shall be deemed, upon receipt of the Release Price into the Collection Account or upon receipt of a Substitute Receivable in respect of any affected Receivable repurchased or substituted by the Borrower in accordance with the terms hereof, as applicable, to convey to the Borrower, without recourse, representation or warranty, all of its right, title and interest in each such affected Receivable. In any of the foregoing instances, the Borrower shall accept the release of each such affected Receivable from the Administrative Agent, and the aggregate Eligible Receivables Principal Balance shall be reduced by the Principal Balance (as of the end of the most recent Collection Period) of each such affected Receivable and, if applicable, increased by the Principal Balance of each such Substitute Receivable. On and after the date of release, any affected Receivable so released shall not be included in the Collateral and, as applicable, the related Substitute Receivable shall be included in the Collateral. In consideration of a release, the Borrower shall, on the date of release of such affected Receivable, make or cause to be made a deposit of the Release Price to the Collection Account in immediately available funds and/or via an ACH transaction. Upon each release to the Borrower of such an affected Receivable, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Receivable and all future monies due or to become due with respect thereto, all proceeds of such Receivable and Liquidation Proceeds relating thereto, all rights to security for any such Receivable, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Release Price). In connection with the addition of any Substitute Receivable to the Collateral in accordance with the terms of this Section 5.04, the Borrower shall be deemed to have represented, as of the related date of substitution, that such Substitute Receivable is an Eligible Receivable. The Administrative Agent shall, at the sole expense of the Servicer, execute such documents and instruments of release as may be prepared by the Servicer on behalf of the Borrower and take other such actions as shall reasonably be requested by the Borrower to effect the release of such a Receivable removed from the Collateral pursuant to this subsection. The Borrower shall deliver to the Administrative Agent and each Agent an updated Schedule of Receivables in connection with any such repurchase or substitution hereunder, in accordance with the terms of Section 3.03(c).

(b) [Reserved].

(c) The Administrative Agent shall have the right to enforce all rights of the Borrower under the Second Tier Purchase Agreement including the right to require Regional Management to repurchase Receivables for breaches of representations and warranties made by Regional Management.

(d) In the event that the Servicer breaches a servicing covenant pursuant to Section 7.03(c)(i), no later than the earlier of (i) knowledge by the Servicer of such event or (ii) receipt by the Servicer from the Administrative Agent, any Lender or the Borrower of written notice thereof, the Servicer shall (A) disclose the identity of each Receivable that is adversely affected in any material respect by such breach on the next Monthly Report relating to the Collection Period in which such Receivable was determined adversely affected by such breach and (B) on or before the next Payment Date relating to the Collection Period in which such Receivable was determined adversely affected by such breach, to the extent such breach has not been cured or waived, make a deposit of the Release Price for each such adversely affected Receivable into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Receivable(s), in each case as described in Section 5.04(a).

(e) In the event that the Servicer identifies an unaffiliated third party to purchase a Defaulted Receivable (other than, for the avoidance of doubt, any Receivable required to be repurchased pursuant to Sections 5.04(a), and (d)), the Servicer shall make a deposit of the Defaulted Receivable Release Price for such Defaulted Receivable into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Defaulted Receivable as described in Section 5.04(a) so that the Servicer, on its own behalf, can then sell such Defaulted Receivable to the unaffiliated third party purchaser. Upon the release to the Borrower of such Defaulted Receivable, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Defaulted Receivable and all future monies due or to become due with respect thereto, all proceeds of such Defaulted Receivable and Liquidation Proceeds relating thereto, all rights to security for any such Defaulted Receivable, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Defaulted Receivable Release Price).

(f) Upon written notice (which may be electronic) to the Administrative Agent of a Nonperforming Loan Sale, the Servicer may identify an unaffiliated third party to purchase the Nonperforming Loan Sale Receivables and the Servicer shall make a deposit of the Nonperforming Loan Sale Release Price for such Nonperforming Loan Sale Receivables into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Nonperforming Loan Sale Receivables as described in Section 5.04(a) so that the Servicer, on its own behalf, can sell the Nonperforming Loan Sale Receivables. Upon the release to the Borrower of such Nonperforming Loan Sale Receivables, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Nonperforming Loan Sale Receivables and all future monies due or to become due with respect thereto, all proceeds of such Nonperforming Loan Sale Receivables and Liquidation Proceeds relating thereto, all rights to security for any such

Nonperforming Loan Sale Receivables, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Nonperforming Loan Sale Release Price).

(g) The Borrower or the Servicer, as applicable, shall provide written notice to the Administrative Agent, each Lender, the Backup Servicer and each Hedge Counterparty on the Monthly Report of any release of Receivables pursuant to Sections 5.04(a) and (d).

(h) For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, the Servicer's repurchase and/or reallocation obligations with respect to the North Carolina Receivables arising under this Section 5.04 shall be effected pursuant to, and in accordance with, the 2023-1A SUBI Servicing Agreement.

ARTICLE 6

COVENANTS

Section 6.01 Affirmative Covenants of the Borrower

. From the Closing Date until the Facility Termination Date:

(a) Compliance with Laws. The Borrower will comply in all material respects with all Applicable Laws, including those with respect to the Receivables.

(b) Preservation of Existence. The Borrower will preserve and maintain its existence, rights, franchises and privileges in the State of Delaware, and qualify and remain qualified in good standing as a foreign limited liability company in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

(c) Performance and Compliance with Agreements. The Borrower will, at its expense, timely and fully perform and comply (or cause (i) Regional Management to perform and comply pursuant to this Agreement and other Basic Documents to which Regional Management is a party or (ii) each Originator (other than a Bank Originator) to perform and comply pursuant to the First Tier Master Purchase Agreement) with all provisions, covenants and other promises required to be observed by it under the Basic Documents and the Contracts.

(d) Keeping of Records and Books of Account. The Borrower will (or will direct the Servicer on behalf of the Borrower to) maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables.

(e) Borrower Assets. With respect to each Receivable and the 2023-1A SUBI Certificate, the Borrower will: (i) acquire such Receivable and the 2023-1A SUBI Certificate pursuant to and in accordance with the terms of the Second Tier Purchase Agreement, (ii) take all action necessary to perfect, protect and more fully evidence the Borrower's ownership of such Receivable and the 2023-1A SUBI Certificate, including (A) filing and maintaining effective financing statements (Form UCC-1) listing Regional Management as debtor in all necessary or appropriate filing offices (and will cause Regional Management to obtain similar financing statements from each Originator from which it acquired the Receivables), and filing continuation statements, amendments or assignments with respect thereto in such filing offices, (B) registering the 2023-1A SUBI Certificate in the name of the Borrower and delivering the 2023-1A SUBI Certificate to the Administrative Agent, endorsed in blank, and (C) executing or causing to be executed such other instruments or notices as may be necessary or appropriate and (iii) take all additional action that the Administrative Agent or any Lender may reasonably request,

including the filing of financing statements (Form UCC-1) listing the Administrative Agent as secured party to perfect, protect and more fully evidence the respective interests of the parties to this Agreement in the Collateral on the Closing Date.

(f) Delivery of Collections. The Borrower will deliver or cause to be delivered to the Servicer for further remittance to the Collection Account promptly (but in no event later than one (1) Business Day after receipt) all Collections received by it.

(g) Separate Existence. The Borrower shall be in compliance with the special purpose entity requirements set forth in Section 6.02(q).

(h) Credit Policy and Collection Policy. The Borrower will cause the Servicer to (i) with respect to each Receivable, comply in all material respects with the Credit Policy and the Collection Policy, as applicable, throughout the life of such Receivable, (ii) furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any change to the Credit Policy or the Collection Policy that may be deemed adverse or material to a Secured Party, and with respect to any adverse change, the Borrower will not allow such change to be put into effect without the prior written consent of the Administrative Agent acting at the direction of the Required Lenders (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof); provided, that the requirements of this subclause (ii) shall not apply to any changes to the Credit Policy and the Collection Policy made that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore; and (iii) if the Servicer is Regional Management, furnish to the Administrative Agent and the Lenders revised versions of the Credit Policy and the Collection Policy, as applicable.

(i) Events of Default and Facility Amortization Event. The Borrower will provide the Administrative Agent, each Lender and the Backup Servicer with written notice promptly and in any event within three (3) Business Days after a Responsible Officer of the Borrower obtains knowledge of the occurrence of an Event of Default, Unmatured Event of Default or Facility Amortization Event setting forth, in each case, the details of such event and the action that the Borrower proposes to take with respect thereto.

(j) Taxes. The Borrower will file or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it. The Borrower will pay when due, cause to be paid when due, or make adequate and timely provisions for the payment when due of all federal Taxes and all other material Taxes and assessments made against it or any of its property (other than (a) any amount of Tax the validity of which the Borrower may contest in good faith by appropriate proceedings, including appeals, and with respect to which the Borrower retains reserves in accordance with GAAP on the books of the Borrower or (b) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect).

(k) Tax Status. The Borrower will not elect to be treated as a corporation or enter into any transaction which could reasonably be expected to result in it becoming

taxable as a corporation, for U.S. federal income tax purposes.

(l) Use of Proceeds. The Borrower will use the proceeds of the Loans only to acquire the Receivables and the 2023-1A SUBI Certificate from Regional Management pursuant to the Second Tier Purchase Agreement, and Regional Management will use the ultimate proceeds of the Loans only (i) to finance the acquisition of Receivables and the 2023-1A SUBI Certificate and (ii) to fund the fees and expenses arising under this Agreement and the other Basic Documents. No part of the proceeds of the Loans will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X.

(m) Reporting. The Borrower will maintain for itself, or cause to be maintained, a system of accounting established and administered in accordance with GAAP and furnish or cause to be furnished to the Administrative Agent, each Lender and each Hedge Counterparty, if any, and, in the case of Monthly Reports, Monthly Loan Tapes and notices of material events, each Lender, the Securities Intermediary and the Backup Servicer:

(i) Monthly Reports and Monthly Loan Tapes. Not later than each Reporting Date, a Monthly Report, a Monthly Loan Tape and such other information as reasonably requested by the Administrative Agent or a Lender.

(ii) Income Tax Liability. Within ten Business Days after the receipt of revenue agent reports or other written proposals, determinations or assessments of the IRS or any other taxing authority which propose, determine or otherwise set forth positive adjustments to the Tax liability of any "affiliated group" (within the meaning of Section 1504(a)(1) of the Code) which equal or exceed \$1,000,000 in the aggregate, telephonic or telecopied notice (confirmed in writing within five (5) Business Days) specifying the nature of the items giving rise to such adjustments and the amounts thereof.

(iii) Tax Returns. Upon demand by the Administrative Agent or a Lender, copies of all federal, State and local Tax returns and reports filed by the Borrower, or in which the Borrower was included on a consolidated or combined basis (excluding sales, use and like taxes).

(iv) Auditors' Management Letters. Promptly after any auditors' management letters are received by the Borrower or by its accountants, which refer in whole or in part to any inadequacy, defect, problem, qualification or other lack of fully satisfactory accounting controls utilized by the Borrower.

(v) Representations. Promptly upon receiving knowledge of same, the Borrower shall notify the Administrative Agent and each Lender if any representation or warranty set forth in Section 5.01 or 5.02 was incorrect at the time it was given or deemed to have been given and at the same time deliver to the Administrative Agent and each Lender a written notice setting forth in reasonable detail the nature of such facts and circumstances. In particular, but

without limiting the foregoing, the Borrower shall notify the Administrative Agent and each Lender in the manner set forth in the preceding sentence before any Funding Date of any facts or circumstances within the knowledge of the Borrower which would render any of such representations and warranties untrue at the date when they were made or deemed to have been made.

(vi)ERISA. Promptly after a Responsible Officer becomes aware of the occurrence of or forthcoming occurrence of any ERISA Event (with respect to the Borrower (or any ERISA Affiliate thereof and for which the Borrower would have liability), a written notice specifying the nature thereof, what action the Borrower or any of its ERISA Affiliates have taken, are taking or propose to take with respect thereto and, when known, any action taken or threatened by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto.

(vii)Proceedings. As soon as possible and in any event within three (3) Business Days after a Responsible Officer of the Borrower receives notice or obtains knowledge thereof, any settlement of, material judgment (including a material judgment with respect to the liability phase of a bifurcated trial) in or commencement of any labor controversy (of a material nature), material litigation, material action, material suit or material proceeding before any Governmental Authority, domestic or foreign, affecting the Regional Management Entities or their Affiliates.

(viii)Notice of Material Events. Promptly upon becoming aware thereof, notice of any other event or circumstance with respect to the Borrower that, in the reasonable judgment of the Borrower, is likely to have a Material Adverse Effect.

(n) Accounting Policy. The Borrower will promptly notify the Administrative Agent and each Lender of any material change in the Borrower's accounting policies that are not otherwise required by GAAP.

(o) Notices Regarding Collateral. The Borrower will advise the Administrative Agent and each Lender in writing promptly, in reasonable detail, of (i) any Lien (other than Permitted Liens) asserted or claim made against a material portion of the Collateral, (ii) the occurrence of a material breach by the Borrower of any of its representations, warranties or covenants contained herein and (iii) the occurrence of any other event which would have a material adverse effect on the security interest of the Administrative Agent on behalf of the Secured Parties in the Collateral or the collectability of all or a material portion of the Receivables or which would have a material adverse effect on the security interests of the Administrative Agent for the benefit of the Secured Parties.

(p) Reports Accurate. All Monthly Reports, Monthly Loan Tapes and static pool information (if prepared by the Borrower, or to the extent that information contained therein is supplied by the Borrower, such portion supplied by the Borrower), information,

exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Borrower to any Agent, any Secured Party and the Backup Servicer in connection with this Agreement will be true, complete and correct in all material respects.

(q) Further Assurances. Promptly upon request by the Administrative Agent, or any Lender, the Borrower will (i) correct any material defect or error that may be discovered in any Basic Document other than a Hedging Agreement or in the execution, acknowledgment, filing or recordation thereof, and with respect to a Hedging Agreement request the relevant Hedge Counterparty to amend the Hedging Agreement to correct any material defect or error that may be discovered therein or in the execution, acknowledgment, filing or recordation thereof, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent or any Lender may reasonably require from time to time in order to (A) carry out more effectively the purposes of the Basic Documents, (B) to the fullest extent permitted by Applicable Law, subject the Borrower's properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Basic Documents, (C) perfect and maintain the validity, effectiveness and priority of any of the Basic Documents and any of the Liens intended to be created hereunder and thereunder and (D) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Basic Document or under any other instrument executed in connection with any Borrower Basic Document.

(r) Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(i) The proceeds of any Loan shall not be used, directly or indirectly, for any purpose which would breach any applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(ii) The Borrower shall (i) conduct its business in compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions; and (ii) maintain policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) The proceeds of any Loan hereunder will not, directly or indirectly, be used to lend, contribute, or otherwise made available to any Person (i) to fund any activities or business of or with a Sanctioned Target, in violation of applicable Sanctions, or (ii) be used in any manner that would be prohibited by Sanctions or would otherwise cause Lenders to be in breach of any Sanctions. Borrower shall comply with all applicable Sanctions, and shall maintain policies and procedures reasonably designed to ensure compliance with Sanctions. Borrower shall notify the Lenders in writing not more than five (5) Business Days after becoming aware of any breach of Section 5.01(cc) and 6.01(r).

(iv) The Borrower shall, promptly upon a Lender's reasonable request, deliver documentation in form and substance satisfactory to Lenders which Lenders deem reasonably necessary or desirable to evidence compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(v) The Borrower or one of its Affiliates will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower and its directors, officers and employees with Anti-Corruption Laws.

(s) Other. The Borrower will furnish to the Administrative Agent and each Lender promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower or Regional Management as the Administrative Agent or a Lender may from time to time reasonably request in order to protect the interests of the Secured Parties under or as contemplated by this Agreement.

(t) Bank Originator Program Documents. The Borrower shall promptly notify the Administrative Agent and the Lenders in writing of the occurrence of any of the following (i) any amendment to any Bank Originator Program Document (to the extent such amendment did not require Administrative Agent approval pursuant to Section 6.05(f) hereof), (ii) the retention by the Servicer or a Bank Originator pursuant to any Bank Originator Program Document of any contractor or service provider to perform subservicing of the Receivables originated by such Bank Originator under such Bank Originator Program Documents, (iii) the breach of any material representation, warranty or covenant under any Bank Originator Program Document, together with a description of such breach, and (iv) the receipt or delivery of a termination notice with respect to the Bank Originator Program or any Bank Originator Program Document, immediately upon such receipt or delivery.

Section 6.02. Negative Covenants of the Borrower

. From the Closing Date until the Facility Termination Date:

(a) Indebtedness. The Borrower will not create, incur, assume or permit to exist any Indebtedness except Indebtedness pursuant to this Agreement or the other Basic Documents.

(b) Liens. The Borrower will not create, incur, assume or permit to exist any Lien on any of its property, except for any Permitted Liens and Liens created under this Agreement or the other Basic Documents.

(c) Other Business. The Borrower will not (i) engage in any business other than the transactions contemplated by the Basic Documents, (ii) incur any Indebtedness, obligation, liability or contingent obligation of any kind other than pursuant to this Agreement or any other Basic Document (excluding any incidental expenses incurred by the Borrower in connection with the performance of its obligations under the Basic Documents) or (iii) form any Subsidiary or make any Investments in any other Person.

(d) Receivables Not to be Evidenced by Instruments. The Borrower will take no action to cause any Receivable that is not, as of the related Funding Date, as applicable, evidenced by an Instrument, to be so evidenced except in connection with the enforcement or collection of such Receivable.

(e) Security Interests. The Borrower will not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on any portion of the Collateral, whether now existing or hereafter transferred hereunder, or any interest therein, and the Borrower will not sell, pledge, assign or suffer to exist any Lien on its interest, if any, hereunder. The Borrower will promptly notify the Administrative Agent and each Lender of the existence of any Lien on any portion of the Collateral and the Borrower shall defend the right, title and interest of the Administrative Agent in, to and under such Collateral, against all claims of third parties; provided, however, that nothing in this subsection shall prevent or be deemed to prohibit the Borrower from suffering to exist Permitted Liens upon any portion of the Collateral.

(f) The Accounts. The Borrower shall not create or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) and will not enter into any “control agreement” (as defined in the relevant UCC) with respect to either Account other than as set forth in, or permitted pursuant to, this ~~Agreement and the Account Control~~ Agreement.

(g) Mergers, Acquisitions, Sales, Etc.; Subsidiaries. The Borrower will not be a party to any merger or consolidation, or purchase or otherwise acquire all or substantially all of the assets or any stock or membership interests of any class of, or any partnership or joint venture interest in, any other Person, or, other than in compliance with the terms hereof, sell, transfer, convey or lease all or any substantial part of its assets, or sell or assign with or without recourse any portion of the Collateral or any interest therein (other than pursuant hereto). The Borrower shall not have or permit the formation of any Subsidiary.

(h) Distributions. The Borrower shall not declare or pay, directly or indirectly, any dividend or make any other distribution (whether in cash or other property) with respect to the profits, assets or capital of the Borrower or any Person’s interest therein, or purchase, redeem or otherwise acquire for value any of its capital stock now or hereafter outstanding, except that so long as no Event of Default, Unmatured Event of Default or Facility Amortization Event has occurred and is continuing or would result therefrom, the Borrower may declare and pay cash or limited liability company membership interest distributions with funds distributed to the Borrower pursuant to Section 2.08 or Section 2.11(c), subject to Applicable Law.

(i) Change of Name or Location of Receivable Files. The Borrower shall not (i) change its name, form or State of organization or change the location of its principal place of business and chief executive office, and the offices where it keeps the Records from the locations referred to in Schedule D or (ii) move, or consent to the Servicer moving, the Receivable Files (other than any Electronic Contract, which shall be kept in the Electronic Vault) from the location thereof on the Closing Date (other than to another

branch of Regional Management within the same State), without the prior written consent of the Required Lenders, provided that such consent may not be unreasonably withheld, and further provided that, the Borrower shall take all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent in the Collateral, subject only to Permitted Liens.

(j) True Sale. Except for purposes of GAAP, the Borrower will not account for or treat the transactions contemplated by the First Tier Master Purchase Agreement and any Bank Originator Transfer Agreement and the Second Tier Purchase Agreement in any manner other than as the sale, or absolute assignment, of the Receivables (or, in the case of Receivables originated by the Bank Originator, a participation interest in the Receivables) and other Collateral by the Originators to Regional Management (in the case of the First Tier Master Purchase Agreement and the Bank Originator Transfer Agreement) and by Regional Management to the Borrower (in the case of the Second Tier Purchase Agreement).

(k) ERISA Matters. The Borrower will not incur or permit to exist an ERISA Event.

(l) Formation Documents; Borrower Basic Documents. Without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), the Borrower will not (i) amend, modify, waive or terminate any provision of its Formation Documents or any other Borrower Basic Document or (ii) permit the Member to amend, modify or terminate its Certificate of Formation or its limited liability company agreement. The Servicer shall provide a copy of each such proposed amendment, waiver or other modification to each Rating Agency, if any.

(m) Changes in Payment Instructions. The Borrower will not add or make any change, or permit the Servicer or any Subservicer to make any change, in its instructions (i) to Obligors regarding payments in respect of the Receivables to be made to the Borrower, the Servicer or any Subservicer in which payments in respect of the Receivables are made and (ii) regarding payments to be made to the Administrative Agent or the Lenders with respect to the Collateral, each unless the Administrative Agent and the affected Lenders have consented to such change and has received duly executed copies of all documentation related thereto, which documentation shall be satisfactory in form and substance to the Administrative Agent and such Lenders; provided that the option to accept ACH payments or debit card payments from the related Obligors will not be deemed a change in payment instructions for purposes of this Section 6.02(m).

(n) Extension or Amendment. The Borrower will not, except as otherwise permitted in Section 7.03(c)(i), extend, amend or otherwise modify, or permit the Servicer to extend, amend or otherwise modify, the terms of any Contract.

(o) Collection Policy. Subject to Sections 6.01(h) and 6.04(j), the Borrower will not materially amend, modify, restate or replace, in whole or in part, the Collection Policy, which change would impair the collectability of the Receivables or otherwise adversely affect the interests or the remedies of the Secured Parties under the Basic

Documents, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof); provided, that the requirements of this clause (o) shall not apply to any changes to the Collection Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore.

(p) No Assignments. The Borrower will not assign or delegate, grant any interest in or permit any Lien (other than Permitted Liens) to exist upon any of its rights, obligations or duties under this Agreement without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders).

(q) Special Purpose Entity. The Borrower will not (nor has it taken any such action in the past):

(i) engage in any business or activity other than the purchase and receipt of Receivables and the 2023-1A SUBI Certificate and related assets under the Second Tier Purchase Agreement, the pledge of Receivables and related assets under the Basic Documents and such other activities as are incidental thereto;

(ii) acquire or own any material assets other than (A) the Receivables and the 2023-1A SUBI Certificate and related assets under the Second Tier Purchase Agreement, (B) incidental property as may be necessary for the operation of the Borrower and (C) cash generated from the foregoing;

(iii) merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case first obtaining the Administrative Agent's consent (acting at the direction of the Required Lenders);

(iv) elect for the Borrower to be treated, or otherwise knowingly take any action that reasonably could cause Borrower to become taxable, as a corporation for U.S. federal income tax purposes;

(v) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), amend, modify, terminate, fail to comply with the provisions of its Formation Documents or fail to observe corporate formalities;

(vi) own any Subsidiary or make any Investment in any Person, or own any equity interest in any other entity, without the consent of the Administrative Agent (acting at the direction of the Required Lenders), except for the 2023-1A SUBI Certificate with respect to the Trust;

(vii) commingle its assets with the assets of any of its Affiliates, or of

any other Person, except to the extent contemplated by this Agreement;

(viii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than Indebtedness to the Secured Parties hereunder or under any other Basic Document or in conjunction with a repayment of the Aggregate Unpaid, except for trade payables in the ordinary course of its business, provided that such debt is not evidenced by a note and paid when due;

(ix) Reserved;

(x) fail to maintain its records, books of account and bank accounts separate and apart from those of any other Person; provided, however, that the Borrower may be included in Regional Management's consolidated financial statements for Tax and reporting purposes;

(xi) seek its dissolution or winding up, in whole or in part;

(xii) enter into any contract or agreement with any of its principals or Affiliates or any other Person, except as contemplated by this Agreement upon terms and conditions that are commercially reasonable and intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties other than its Affiliates;

(xiii) fail to correct any known misunderstandings regarding the separate identity of the Borrower from any principal or Affiliate thereof or from any other Person;

(xiv) guarantee, become obligated for, or hold itself out to be responsible for the debt of another Person;

(xv) make any loan or advances to any third party, including any principal or Affiliate, or hold evidence of Indebtedness issued by any other Person (other than Permitted Investments and Contracts);

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that it is responsible for the debts of any third party (including any of its principals or Affiliates);

(xvii) fail to intend to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(xviii) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable Insolvency Laws or make an assignment for the benefit of creditors;

(xix)hold itself out as or be considered as a department or division of (A) any of its principals or Affiliates, (B) any Affiliate of a principal or (C) any other Person;

(xx)permit any transfer (whether in any one or more transactions) of a direct or indirect ownership interest in the Borrower unless the Borrower delivers to the Administrative Agent and each Lender an acceptable non-consolidation opinion;

(xxi)fail to maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person, or have its assets listed on the financial statement of any other Person; provided, however, that the Borrower may be included in Regional Management's consolidated financial statements for Tax and reporting purposes;

(xxii)fail to pay its own liabilities and expenses only out of its own funds;

(xxiii)fail to pay or cause to be paid the salaries of its own employees, if applicable, in light of its contemplated business operations;

(xxiv)acquire obligations or securities of its Affiliates or stockholders;

(xxv)fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

(xxvi)fail to use separate invoices and checks bearing its own name;

(xxvii)pledge its assets for the benefit of any other Person, other than with respect to payment of the Indebtedness to the Secured Parties hereunder;

(xxviii)fail at any time to have at least one Independent Manager on its board of managers; provided, however, such Independent Manager may be an independent director or manager of another special purpose entity affiliated with Regional Management;

(xxix)fail to provide that the unanimous consent of all managers of the Borrower (including the consent of the Independent Manager) is required for the Borrower to (A) dissolve or liquidate, in whole or part, or institute proceedings to be adjudicated bankrupt or not Solvent, (B) institute or consent to the institution of bankruptcy or Insolvency Proceedings against it, (C) file a petition seeking or consent to reorganization or relief under any Insolvency Law, (D) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Borrower, (E) make any assignment for the benefit of the Borrower's creditors, (F) admit in writing its inability to pay its debts generally as they become due or (G) take any action in furtherance of any of the foregoing;

(xxx)replace or appoint any Person as an Independent Manager of the Borrower (A) who does not satisfy the definition of an Independent Manager and (B) with less than ten days' prior written notice to the Administrative Agent and each Lender and without an Officer's Certificate of Regional Management that the prospective Independent Manager satisfies the definition of an Independent Manager;

(xxxi)(A) amend, restate, supplement or otherwise modify its Formation Documents in any respect that would impair its ability to comply with the Basic Documents or (B) fail to require in its limited liability company agreement that no Independent Manager may be replaced or appointed with less than ten days' prior written notice to the Administrative Agent and each Lender and a certification by Regional Management that the prospective Independent Manager satisfies the definition of an Independent Manager; and

(xxxii)not take or refrain from taking, as applicable, each of the activities specified in the non-consolidation opinion of Alston & Bird, LLP, dated the Closing Date, upon which the conclusions expressed therein are based.

(r) Residual Interest Conveyance. The Borrower will not transfer any interest or residual interest in (i) its rights to receive amounts pursuant to Section 2.08(a)(xii) or (ii) its membership or other equity interests.

(s) Reserved.

(t) Additional Collateral. In no event shall Receivables be transferred to the Borrower on or after the Revolving Period Termination Date.

(u) Credit Policy. Subject to Section 6.01(h), the Borrower will not consent to Regional Management's amendment, modification, restatement or replacement, in whole or in part, of the Credit Policy, which change could adversely affect the interests or the remedies of the Secured Parties under the Basic Documents, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof); provided, that the requirements of this clause (u) shall not apply to any changes to the Credit Policy and the Collection Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore.

Section 6.03.Covenant of the Borrower Relating to Hedging.

(a) Unless otherwise directed in writing by the Administrative Agent (acting on behalf of the Lenders), the Borrower shall, within fifteen (15) Business Days of the occurrence and continuation of an Interest Rate Hedge Trigger, enter into one or more Hedge Transactions to hedge the Interest Rate risk with respect to the Loans, which shall be interest rate caps in form and substance reasonably satisfactory (including the notional amount, term and amortization rate (if any) of such Hedge Transaction) to the Administrative Agent, acting on behalf of the Lenders; provided, that the interest rate

caps shall be deemed to be in form and substance reasonably satisfactory to the Administrative Agent, acting on behalf of the Lenders, if the Administrative Agent has not provided written notice to the Borrower that the interest rate caps are not in form and substance reasonably satisfactory to the Administrative Agent, acting on behalf of the Lenders, within ten (10) Business Days following written request for approval of the interest rate caps by the Borrower to the Administrative Agent. Each such Hedge Transaction shall be entered into with a Hedge Counterparty and governed by a Hedging Agreement. Under the Hedging Agreement, the initial aggregate notional amount of the Hedge Transaction shall equal at least 100.0% of the Loans Outstanding at that time. For so long as an Interest Rate Hedge Trigger is outstanding, the Borrower shall maintain Hedge Transactions in accordance with this Section 6.03 with an aggregate notional amount that is at least 100.0% of the Loans Outstanding at any such time.

The Borrower shall deliver to the Administrative Agent for the Administrative Agent to deliver to each Lender a copy of all documents related to any Hedging Agreement, including confirmations, schedules and an aggregate notional amortization schedule. The Borrower shall provide each Rating Agency (if any) with notice of any Hedging Agreement that may be entered into as provided in this Section.

(b) As additional security hereunder, the Borrower will collaterally assign to the Administrative Agent for the benefit of the Secured Parties, at the time each Hedging Agreement is entered into, all right, title and interest of the Borrower in the Hedge Collateral. The Borrower acknowledges that, as a result of that assignment, the Borrower may not, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), exercise any rights under any Hedging Agreement or Hedge Transaction, except for (i) the Borrower's right under any Hedging Agreement to enter into Hedge Transactions in order to meet the Borrower's obligations hereunder, (ii) the Borrower's right to unwind the Hedge Transactions and terminate any Hedging Agreement to the extent the aggregate notional amount of the Hedge Transactions exceed 100.0% of the Loans Outstanding at any such time, (iii) the Borrower's right to unwind the Hedge Transactions and terminate any Hedging Agreement to the extent an Interest Rate Hedge Trigger that has occurred is no longer continuing and (iv) the Borrower's right to terminate and replace the Hedging Agreement entered into with a Hedge Counterparty where a "Termination Event" or "Event of Default" has occurred with respect to the Hedge Counterparty. Nothing herein shall have the effect of releasing the Borrower from any of its obligations under any Hedging Agreement or any Hedge Transaction, nor be construed as requiring the consent of any Secured Party for the performance by the Borrower of any such obligations.

Section 6.04. Affirmative Covenants of the Servicer

. From the Closing Date until the Facility Termination Date:

(a) Compliance with Laws. The Servicer will comply in all material respects with all Applicable Laws, including those with respect to the Contracts, the Receivables and the Receivable Files or any part thereof, except where the failure to so qualify could not reasonably be expected to result in a Material Adverse Effect.

(b) Preservation of Corporate Existence. The Servicer will preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

(c) Obligations and Compliance with Receivables. The Servicer will fulfill and comply with all obligations on the part of the Borrower to be fulfilled or complied with under or in connection with each Receivable and will do nothing to impair the rights of the Administrative Agent in, to and under the Collateral.

(d) Performance and Compliance with Servicer Basic Documents. The Servicer will timely and fully perform and comply with all provisions, covenants and other promises required to be observed by it under the Servicer Basic Documents.

(e) Keeping of Records and Books of Account. The Servicer will maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables, including the Servicer Files, in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables, including the Servicer Files.

(f) Taxes. The Servicer will file all federal tax returns and all other material tax returns that are required to be filed by it and pay any and all Taxes shown on such tax returns and any other material Taxes, including those required to meet the obligations of the Basic Documents; provided, however, that the Servicer shall not be required to pay any such Tax if and so long as the amount, applicability or validity thereof (a) is being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Servicer or (b) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.

(g) Use of Proceeds. Regional Management will use the monies remitted to it by the Borrower pursuant to the Second Tier Purchase Agreement (*i.e.*, the net proceeds of the Loan) only (i) to finance the acquisition of the Receivables and the 2023-1A SUBI Certificate, (ii) to fund the fees and expenses arising under this Agreement and the other Basic Documents and (iii) for general corporate purposes. No part of the proceeds of the Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X.

(h) Preservation of Security Interest. The Servicer will execute and file such financing and continuation statements and any other documents that may be required by any Applicable Law or regulation of any Governmental Authority to preserve and protect fully the security interest of the Administrative Agent in, to and under the Collateral.

(i) Collateral. The Servicer shall (i) deliver or cause to be delivered to the Borrower no later than two (2) Business Days preceding the related Funding Date, as the case may be, the current Schedule of Receivables and (ii) with respect to any Receivable, retain the original Receivable File (provided that Electronic Contracts shall be maintained in the Electronic Vault). Notwithstanding any other provision of this Agreement, the Servicer may release any underlying collateral from the security interest created by the related Receivable when the Servicer deposits into the Collection Account an amount equal to the related Release Price or the entire amount of Liquidation Proceeds and other Collections it has received or expects to receive with respect to such Receivable and such underlying collateral.

(j) Credit Policy and Collection Policy. The Servicer and each Subservicer will comply in all material respects with the Credit Policy and the Collection Policy in regard to each Receivable. The initial Servicer shall furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any change to the Credit Policy or the Collection Policy that may be deemed adverse or material to a Secured Party, and with respect to any adverse change, the initial Servicer will not allow any such change to be put into effect without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof). The initial Servicer will not agree to or otherwise permit to occur any change to the Credit Policy or the Collection Policy, which change would reasonably be expected to impair the collectability of any Receivable or otherwise adversely affect the interests or remedies of the Secured Parties under this Agreement or any other Basic Document, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof). The initial Servicer will cause to be delivered to the Administrative Agent, each Lender and the Backup Servicer a modified Credit Policy and Collection Policy including each change thereto, for inclusion, respectively, as Exhibits D and E. Notwithstanding anything herein to the contrary, the requirements of this clause (j) shall not apply to any changes to the Credit Policy and the Collection Policy that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore.

(k) Events of Default and Facility Amortization Event. The Servicer will furnish to the Administrative Agent, each Rating Agency (if any), the Backup Servicer, each Lender and Hedge Counterparty, as soon as possible and in any event within three (3) Business Days after the occurrence of each Event of Default, Unmatured Event of Default and Facility Amortization Event, a written statement of its chief financial officer or chief accounting officer setting forth the details of such event and the action that the Servicer proposes to take with respect thereto.

(l) Other. The Servicer will furnish or cause to be furnished to the Administrative Agent and each Lender, promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower, the Servicer or an Originator as the

Administrative Agent or a Lender may from time to time reasonably request in order to protect the interests of the Secured Parties under or as contemplated by this Agreement.

(m) Losses, Etc. In any suit, proceeding or action brought by the Backup Servicer, the Securities Intermediary or any Secured Party for any sum owing thereto, the Servicer shall save, indemnify and keep each such entity harmless from and against all fees, claims, costs, expense, loss or damage (including attorneys' fees and expenses and court costs) suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Obligor under the Receivables, arising out of a breach by the Servicer of any obligation under the related Receivable or arising out of any other agreement, Indebtedness or liability at any time owing to or in favor of such Obligor or its successor from the Servicer, and all such obligations of the Servicer shall be and remain enforceable against and only against the Servicer and shall not be enforceable against each such entity. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any dispute, action, claim or suit) brought by an indemnified party of any indemnification or other obligation of the Servicer. The provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

(n) Notice Regarding Collateral. The Servicer shall advise the Administrative Agent and each Lender in writing promptly, in reasonable detail of (i) any Lien (other than Permitted Liens) asserted or claim made against any portion of the Collateral, (ii) the occurrence of any breach by the Servicer of any of its representations, warranties and covenants contained herein and (iii) the occurrence of any other event which could have a material adverse effect on the security interest of the Administrative Agent on behalf of the Secured Parties in the Collateral or the collectability of all or a material portion of the Receivables, or which could have a material adverse effect on the security interests of the Administrative Agent for the benefit of the Secured Parties.

(o) Realization on Receivables. In the event that the Servicer realizes upon any Receivable, the methods utilized by the Servicer to realize upon such Receivable or otherwise enforce any provisions of such Receivable will not subject the Servicer, the Borrower, any Secured Party, any Agent or the Backup Servicer to liability under any federal, State or local law, and any such realization or enforcement by the Servicer will be conducted in accordance with the provisions of this Agreement, the Collection Policy and Applicable Law.

(p) Accounting Policy. The initial Servicer will promptly notify the Administrative Agent, each Agent and each Lender of any material change in the Servicer's accounting policies.

(q) Additional Information. The Servicer shall, within two (2) Business Days of its receipt thereof, respond to reasonable written directions or written requests for information that the Backup Servicer, the Securities Intermediary, the Borrower, the Administrative Agent, each Agent or each Lender might have with respect to the

administration of the Receivables.

(r) Anti-Corruption Laws. The Servicer will maintain in effect and enforce policies and procedures designed to ensure compliance by the Servicer and each of its Subsidiaries and its or their respective directors, officers and employees with Anti-Corruption Laws.

(s) Additional Covenants. The Servicer will (i) immediately notify the Borrower, the Backup Servicer, the Administrative Agent, each Agent, each Lender and the Securities Intermediary of the existence of any Lien on any portion of the Collateral (other than the Lien of the Administrative Agent and Permitted Liens) if the Servicer has actual knowledge thereof, (ii) defend the right, title and interest of such entities in, to and under the Collateral against all claims of third parties claiming through or under the Servicer, (iii) transfer to the Securities Intermediary for deposit into the Collection Account, all payments received by the Servicer with respect to the Collateral in accordance with this Agreement other than during a Dominion Period or a Report Failure Period, (iv) comply with the terms and conditions of this Agreement relating to the obligation of the Borrower to remove Receivables from the Collateral pursuant to this Agreement and the obligation of Regional Management to reacquire Receivables from the Borrower pursuant to the Second Tier Purchase Agreement, (v) promptly notify the Borrower, the Administrative Agent, each Agent, each Lender, the Backup Servicer and the Securities Intermediary of the occurrence of any Servicer Termination Event and any breach by the Servicer of any of its covenants or representations and warranties contained herein, (vi) promptly notify the Borrower, the Administrative Agent, each Agent, each Lender, the Backup Servicer and the Securities Intermediary of the occurrence of any event which, to the knowledge of the Servicer, would require that the Borrower make or cause to be made any filings, reports, notices or applications or seek any consents or authorizations from any and all Government Authorities in accordance with the relevant UCC as may be necessary or advisable to create, maintain and protect a first priority security interest of the Administrative Agent in, to and on the Collateral, (vii) immediately notify the Backup Servicer if any changes to the Collection Policy or the servicing platform occur and (viii) not impair the rights of the Borrower or the Secured Parties in the Collateral.

(t) Bank Originator Program Documents. The Servicer shall promptly notify the Administrative Agent and the Lenders in writing of the occurrence of any of the following (i) any amendment to any Bank Originator Program Document (to the extent such amendment did not require Administrative Agent approval pursuant to Section 6.05(f) hereof), (ii) the retention by the Servicer or a Bank Originator pursuant to any Bank Originator Program Document of any contractor or service provider to perform subservicing of the Receivables originated by such Bank Originator under such Bank Originator Program Documents, (iii) the breach of any material representation, warranty or covenant under any Bank Originator Program Document, together with a description of such breach, and (iv) the receipt or delivery of a termination notice with respect to the Bank Originator Program or any Bank Originator Program Document immediately upon such receipt or delivery.

(u) Ongoing Regulatory / Legal Review. The Servicer shall engage outside legal counsel at its own cost and expense to conduct an annual review of the Bank Originator's loan origination program and to assess compliance of each of the Bank Originator and the Servicer with such loan origination program with regulatory and other legal requirements. The review for each fiscal year shall be delivered to the Administrative Agent and each Lender by September 30th of each calendar year commencing the year after the satisfaction of the Bank Originator Conditions.

Section 6.05. Negative Covenants of the Servicer

. From the Closing Date until the Facility Termination Date:

(a) Collection Account; Reserve Account. The Servicer shall not create or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) with respect to the Collection Account or the Reserve Account. The Servicer shall not grant the right to take dominion or "control" (as defined in the relevant UCC) at a future time or upon the occurrence of a future event to any Person with respect to such Collection Account or the Reserve Account.

(b) Mergers, Acquisition, Sales, Etc. The initial Servicer shall not (i) consolidate with or merge into any other Person or (ii) convey or transfer all or substantially all of its assets to any other Person; provided, that the Servicer may (A) merge with another Person if (1)(x) the initial Servicer is the entity surviving such merger or (y) the Person with whom the Servicer is merged into or consolidated assumes in writing all duties and liabilities of the initial Servicer hereunder, (2) the initial Servicer shall have delivered prior written notice of such consolidation, merger, conveyance or transfer to the Administrative Agent and each Lender and (3) immediately after giving effect to such merger, no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing and (B) convey or transfer all or substantially all of its assets to a Person if (1) such Person assumes in writing all duties and liabilities of the Servicer hereunder, (2) the initial Servicer shall have delivered prior written notice of such consolidation, merger, conveyance or transfer to the Administrative Agent and each Lender and (3) immediately after giving effect to such transfer, no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing.

(c) Change of Name or Location of Servicer Files or Receivable Files. The initial Servicer shall not (i) change its name or its State of organization or move the location of its principal place of business and chief executive office from the locations referred to in Schedule D or (ii) move the Receivables (including the Receivable Files or the Servicer Files (other than any Electronic Contract, which shall be kept in the Electronic Vault)) from the locations referred to in Schedule D (other than to another branch of Regional Management within the same State) without the prior written consent of the Required Lenders, provided that such consent may not be unreasonably withheld, and further provided that, the Servicer shall take all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent for the benefit of the Secured Parties, in the Collateral,

subject only to Permitted Liens.

(d) Change in Payment Instructions to Obligors. The Servicer shall not make any change in its instructions to the Obligor regarding payments to be made to the Borrower, the Servicer or a Subservicer, unless the Administrative Agent (acting at the direction of the Required Lenders) has consented to such change and has received duly executed documentation related thereto, provided that the option to accept ACH payments or debit card payments from the related Obligor will not be deemed a change in payment instructions for purposes of this Section 6.05(d).

(e) Extension or Amendment of Contracts. The Servicer will not, except as otherwise permitted in Section 7.03(c), extend, amend or otherwise modify the terms of any Contract.

(f) Amendment to Bank Originator Program Documents. Without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), which consent shall not be unreasonably withheld or delayed, the Servicer will not materially amend, modify, waive or terminate any provision of the Bank Originator Program Documents.

(g) No Liens. The Servicer shall not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien (other than the Lien created by this Agreement) on the Collateral or any interest therein, the Servicer will notify the Administrative Agent and each Lender of the existence of any Lien on any portion of the Collateral immediately upon discovery thereof (but in no event later than three (3) Business Days after discovery thereof), and the Servicer shall defend the right, title and interest of the Administrative Agent on behalf of the Secured Parties in, to and under the Collateral against all claims of third parties claiming through or under the Servicer.

(h) Anti-Corruption Laws. The Servicer shall not use, nor shall cause its Subsidiaries and its or their respective directors, officers, employees and agents to use, the proceeds of the Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Target, in violation of applicable Sanctions, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(i) Release; Additional Covenants. The Servicer shall not (i) release any underlying collateral securing any Receivable from the security interest granted therein by such Receivable in whole or in part except in the event of payment in full by the Obligor thereunder or upon transfer of such underlying collateral to a purchaser following repossession by the Servicer, (ii) impair the rights of the Borrower, the Administrative Agent or the Secured Parties in the Collateral, (iii) increase the number of Scheduled Payments due under a Receivable except as permitted herein, (iv) prior to the payment in full of any Receivable, sell, pledge, assign, or transfer to any other Person, or grant,

create, incur, assume or suffer to exist any Lien on such Receivable or any interest therein, (v) impair the rights of the Borrower or the Secured Parties in the Collateral or (vi) sell, pledge, assign, or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on the Collateral or any interest therein.

(j) Ownership Interest. Regional Management, as Servicer, shall not sell, transfer, convey, assign or pledge any portion of its limited liability company interest in the Borrower without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders).

(k) UTI. Regional Management shall not permit or cause the UTI or the UTI Certificate to be transferred to any Person without the prior written consent of the Required Lenders and receipt by the Administrative Agent and the Required Lenders of an opinion of counsel, reasonably satisfactory to the Required Lenders, as to the non-substantive consolidation of the Trust in the event such Person becomes a debtor in a voluntary or involuntary bankruptcy case which opinion of counsel shall be obtained by and at the expense of the transferor. Regional Management shall not permit or cause any North Carolina Receivable to be reallocated from the 2023-1A SUBI except as permitted by and subject to the satisfaction of the conditions in Section 3.02 and Section 5.04.

ARTICLE 7

ADMINISTRATION AND SERVICING OF CONTRACTS

Section 7.01. Designation of Servicing

. The Administrative Agent, each Agent, each Lender and the Borrower, at the direction of and on behalf of the Administrative Agent, hereby appoint Regional Management, as Servicer to service, manage, collect and administer each of the Receivables and the other Collateral, and to enforce its respective rights and interests in and under the Collateral and Regional Management hereby accepts such appointment and agrees to perform the duties and responsibilities of the Servicer pursuant to the terms hereof.

Section 7.02. Servicing Compensation

. As compensation for its servicing activities hereunder and reimbursement for its expenses, the Servicer shall be entitled to receive the Servicing Fee to the extent of funds available therefor pursuant to Section 2.08. The Servicer shall be further entitled to retain as additional servicing compensation any and all ancillary fees and payments from Obligors, including administrative fees and similar charges allowed by Applicable Law, but excluding extension fees and late fees.

Section 7.03. Duties of the Servicer.

(a) Standard of Care. The Servicer shall take or cause to be taken all such action as may be necessary or advisable to collect each Receivable from time to time, all in accordance with Applicable Law, with reasonable care and diligence and in accordance with the Collection Policy.

(b) Records Held in Trust. The Servicer shall hold in trust for the Borrower and the Secured Parties all records which evidence or relate to all or any part of the Collateral. In the event that a Successor Servicer assumes the servicing responsibilities of the Servicer, the outgoing Servicer shall promptly deliver to the Successor Servicer, and the Successor Servicer shall hold in trust for the Borrower and the Secured Parties, all records which evidence or relate to all or any part of the Collateral.

(c) Collection Practices.

(i) The Servicer shall be responsible for collection of payments called for under the terms and provisions of the Contracts, as and when the same shall become due. The Servicer, in making collection of Receivable payments pursuant to this Agreement, shall be acting as agent for the Secured Parties, and shall be deemed to be holding such funds in trust on behalf of and as agent for Borrower and the Secured Parties. The Servicer, consistent with the Collection Policy, shall service, manage, administer and make collections on the Receivables on behalf of the Borrower and shall have full power and authority to do any and all things which it may deem necessary or desirable in connection therewith which are not inconsistent with this Agreement. The Servicer may in its discretion (1) grant extensions, rebates or adjustments on a Contract in accordance with the Collection Policy and amend or modify any Contract or Receivable in

accordance with the Credit Policy and the Collection Policy and (2) waive any late payment charge or any other fees (not including interest on the Principal Balance of a Receivable) that may be collected in the ordinary course of servicing any Receivable; *provided* that the Servicer shall not modify the APR, the number or amount of the Scheduled Payments or the Principal Balance unless the Concentration Limits are satisfied after giving effect to such modification and the Servicer shall not extend any Contract unless such extension complies with the Collection Policy, in each case, except if such modification is required by Applicable Law or court order issued pursuant to Insolvency Proceedings involving the related Obligor. The Servicer shall also enforce (A) all rights of the Borrower under the Second Tier Purchase Agreement, including the right to require Regional Management to repurchase Receivables for breaches of its representations and warranties, (B) its rights under the First Tier Master Purchase Agreement, including the right to require each related Originator (other than the Bank Originator) to repurchase Receivables for breaches of its representations and warranties, (C) its rights under the Bank Originator Program Documents and (D) its rights under the 2023-1A SUBI Supplement, including the right to require the Initial Beneficiary to repurchase North Carolina Receivables for breaches of its representations and warranties relating to the eligibility of the North Carolina Receivables allocated to the 2023-1A SUBI.

(ii) If the full amount of a Scheduled Payment due under a Receivable is not received within five (5) Business Days after its due date, the Servicer will, in accordance with the Collection Policy, make reasonable and customary efforts to contact the related Obligor. The Servicer shall continue its efforts in accordance with the Collection Policy to obtain such payment from an Obligor whose payment has not been made until the Servicer has determined in its discretion that all amounts due and payable which are collectable on the Receivable have been collected. The Servicer shall use its best efforts, consistent with the Collection Policy, to collect funds on a Defaulted Receivable.

(d) Deposit of Collections. Except as otherwise provided in Section 7.03(c)(ii), the Servicer shall deposit or cause to be deposited by electronic funds transfer all Collections to the Collection Account as promptly as possible after the date of processing of such Collections but in no event later than the second (2nd) Business Day following the date of processing of such Collections by the applicable Subservicer, or if such Collections were received directly by the Servicer, the Servicer; *provided, that*, such “processing” of any Collections will not begin prior to the date on which the Servicer or the related Subservicer, as applicable, has received such Collections. —

(e) Subservicers; Third-Party Service Providers.

(i) The Servicer may at any time and from time to time delegate in the ordinary course of business any or all of its duties and obligations hereunder to one or more Subservicers or Third Party Service Providers pursuant to sub-clause (ii) below; provided, however, that (A) each initial Subservicer shall only be responsible for servicing Receivables in the State in which it is located and (B) notwithstanding any other provision of this Agreement, the Servicer shall at all times remain responsible for the performance of such duties and obligations. The identity of each Subservicer shall be

listed on Schedule E. The Servicer shall provide a copy of each amendment or modification of Schedule E to each Rating Agency, if any.

(ii) The Servicer or any Subservicer may at any time and from time to time engage a Third Party Service Provider to fulfill its duties and obligations with respect to collection activities; provided, however, that notwithstanding any other provision of this Agreement, with respect to the performance of such duties and obligations by such Third Party Service Provider, the Servicer shall at all times remain responsible for the performance of such duties and obligations by such Third Party Service Provider and shall require such Third Party Service Provider to perform such duties and obligations in accordance with the Collection Policy and Applicable Law. The identity of each Third Party Service Provider shall be provided to the Administrative Agent in advance of the appointment of such Third Party Service Provider (which notice, for the avoidance of doubt, may be provided by email).

(f) Fidelity Bond/Insurance. The Servicer represents, warrants and covenants that it has obtained and shall continue to maintain in full force and effect a fidelity bond or comparable insurance in such form and amount as is customary for prudent servicers acting as custodian of funds and documents in respect of consumer contracts similar to the Receivables on behalf of institutional investors. All insurance maintained by the initial Servicer pursuant to this section shall name the Borrower as an additional insured.

(g) Business Continuity and Disaster Recovery Plan. Servicer shall, at its own expense, design, implement, and maintain a business continuity and disaster recovery program and viable response and recovery capabilities for the services provided hereunder. As part of its periodic assessment of availability risks, Servicer shall consider the need for geographic diversification of document storage, software/data backup storage, and workplace and systems recovery, as described in the Federal Financial Institutions Examination Council's Business Continuity Planning IT Examination Handbook. At a minimum, Servicer's core processing facilities and operations will include full weekly backup and daily incremental backup to ensure minimal exposure to systems failure. Servicer will make commercially reasonable efforts to ensure the continuity of operations. Upon request of Administrative Agent, Servicer shall provide a copy of its business continuity and disaster recovery program summary. Servicer shall regularly, but no less than annually, test its business continuity and disaster recovery capabilities. Servicer shall update its plans in a timely manner. In the event of a natural or other disaster beyond Servicer's control that interrupts Servicer's performance of any services described hereunder for any period, Servicer shall respond to such disaster in a commercially reasonable time period in accordance with the procedures contained in the business continuity and disaster recovery plans in order to resume performance of such services.

(h) Security Interests. The Servicer shall, at the direction of the Borrower, the Administrative Agent or a Lender, take any action reasonably necessary to preserve and protect the security interests of the Borrower and the Secured Parties in the Receivables and the other Collateral, including any action specified in any Opinion of Counsel delivered to the Servicer.

(i) Realization on Underlying Collateral Securing Receivables. The Servicer warrants, represents and covenants that in the event that the Servicer or any Subservicer realizes

upon any underlying collateral securing a Receivable, the methods utilized to realize upon such Receivable or otherwise enforce any provisions of the related Contract, will not subject the Servicer, the Borrower or any Secured Party to liability under any federal, State or local law, and that such enforcement by the Servicer or a Subservicer will be conducted in accordance with the provisions of this Agreement, the Collection Policy and Applicable Law.

(j) Recordkeeping. The Servicer shall:

(i) maintain legible copies (in electronic or hard-copy form, in the discretion of the Servicer) or originals (if applicable) of all documents in the Servicer File with respect to each Receivable and the underlying collateral related thereto; and

(ii) keep books and records, reasonably satisfactory to the Administrative Agent, pertaining to each Receivable and make periodic reports in accordance with this Agreement; such records may not be destroyed or otherwise disposed of except as provided herein and as allowed by Applicable Law, all documents, whether developed or originated by the Servicer or not, reasonably required to document or to properly administer any Receivable shall remain at all times the property of the Borrower and shall be held in trust by the Servicer; the Servicer shall not acquire any property rights with respect to such records, and shall not have the right to possession of them except as subject to the conditions stated in this Agreement; and the Servicer shall bear the entire cost of restoration in the event any Servicer File shall become damaged, lost or destroyed while in the Servicer's possession or control.

(k) Inspections and Annual Due Diligence Reports.

(i) Inspections.

(A) In addition to the delivery by the Servicer of an annual report pursuant to Section 7.03(k)(ii) (A), the Servicer shall also permit each Secured Party, each Agent and the Backup Servicer, upon five (5) Business Days' prior notice and during regular business hours (provided that from and after the occurrence of any Event of Default, Unmatured Event of Default or Facility Amortization Event, the foregoing notice shall not be required to be given), to periodically, at the discretion of the Secured Parties or the Backup Servicer, as applicable, review the collection and administration of the Receivables by the Servicer and the Subservicers in order to assess compliance by the Servicer and the Subservicers with the Collection Policy and this Agreement and conduct an audit of the Receivables and Receivable Files, including, without limitation, the Electronic Contracts and the Electronic Vault, in conjunction with such a review. Such review may include tours of the facilities of the Servicer and the Subservicers and discussions with their respective managements. If no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing, the Secured Parties, the Backup Servicer, each Agent or their respective agents or representatives shall only be entitled to conduct, and

the Servicer shall permit them to conduct, three such reviews pursuant to this Section 7.03(k) during any 12-month period beginning on the Closing Date and on each anniversary thereof; provided, that if an Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing, there shall be no limit on the number of such reviews any Secured Party, any Agent, the Backup Servicer or their respective agents or representatives shall be entitled to conduct.

(B) It is anticipated that each review by any Secured Party, any Agent, the Backup Servicer or their respective agents or representatives will be a full operational, legal, compliance and collateral audit and will verify among other items, the existence of Collateral, cash application and aging and eligibility, will include a litigation and regulatory review, will confirm that internal ratings actually applied conform to underwriting standards, and, in the case of the Backup Servicer, will confirm access to image files captured and stored in accordance with Section 7.03(l)(iv). Each audit by the Administrative Agent (or its designee) will also include a sample review (which may include, without limitation, tape-to-file or similar audits or reviews) of no fewer than 200 Receivable Files and Servicer Files to check the accuracy of information provided by the Borrower, the Servicer or the Subservicers. Neither the foregoing nor any other provision of this Agreement shall be construed to give rise to a right, expectation or other entitlement on the part of any Person to inspect, examine, access or visit any Computershare data center, Computershare computer system or other secure Computershare facility, including at any such time that Computershare may be serving as Successor Servicer.

(ii) Annual Due Diligence Reports.

(A) Upon the request of the Administrative Agent, any Agent or any Lender, which request may be made up to once per year; provided that such request is made before November 30th of the year of the request, the Servicer will deliver to the Administrative Agent and each Agent, on or before March 31st of the year following such request, beginning in March 2024, a copy of a report prepared by a firm of independent certified public accountants or third party due diligence provider acceptable to the Required Lenders, who may also render other services to the Servicer or any of its Affiliates, addressed to the board of directors of the Servicer or any of its Affiliates, the Administrative Agent and the Agents and dated during the current year, to the effect that such firm has examined the policies and procedures of the Servicer and the Subservicers and issued its report thereon and expressing a summary of findings (based on certain procedures performed on the documents, records and accounting records that such accountants considered appropriate under the circumstances, which are acceptable to the Required Lenders) relating to the servicing of the Receivables and the administration of the Receivables (including the preparation of the Monthly Reports, the Monthly Loan Tapes, the static

pool information and such other information as may reasonably be requested by the Required Lenders) during the preceding calendar year (or such longer period in the case of the first report) and that such servicing and administration was conducted in compliance with the terms of this Agreement, except for (i) such exceptions as such firm shall believe to be immaterial and (ii) such other exceptions as shall be set forth in such report and that such examination (a) was performed in accordance with standards established by the American Institute of Certified Public Accountants or another standard acceptable to the Required Lenders and (b) included tests relating to consumer loans serviced for others in accordance with the requirements of any program under which the Servicer customarily provides such reporting to other warehouse lenders similarly situated, which may include Uniform Single Attestation Program for Mortgage Bankers, SSAE 16 reports or comparable reports to the extent the procedures in such program are applicable to the servicing obligations set forth in this Agreement. Notwithstanding the foregoing, to the extent that in connection with public offerings, Regulation AB under the Securities Act requires the delivery of an annual attestation of a firm of independent public accountants with respect to the assessment of servicing compliance with specified servicing criteria of the Servicer stating, among other things, that the Servicer's assertion of compliance with the specified servicing criteria is fairly stated in all material respects, or the reason why such an opinion cannot be expressed, the delivery of a copy of such an attestation to the Administrative Agent and the Agents shall be deemed to satisfy the provisions of this Section. Such report shall also indicate that the firm is "Independent" of the Servicer and its Affiliates within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants.

(B) In the event such independent certified public accountant or third party due diligence provider, as applicable, requires the Backup Servicer or the Securities Intermediary to agree to the procedures to be performed by such firm in any of the reports required to be prepared pursuant to this Section, the Servicer shall direct the related party in writing to so agree; it being understood and agreed that the Backup Servicer and the Securities Intermediary will deliver any such letter of agreement in conclusive reliance upon the direction of the Servicer, and the Backup Servicer and the Securities Intermediary have not made any independent inquiry or investigation as to, and shall have no obligation or liability in respect of, the sufficiency, validity or correctness of such procedures.

(iii) Costs and Expenses. The Servicer shall (i) reimburse the Secured Parties, the Agents and the Backup Servicer for all reasonable fees, costs and expenses incurred by or on behalf of the Secured Parties, the Agents or the Backup Servicer in connection with the foregoing actions set forth and described in this Section 7.03(k) and (ii), in each case, promptly upon receipt of a written invoice therefor, which invoices in any one year

may not exceed, in the aggregate, \$130,000 for all reasonable fees, costs and expenses described in clauses (i) and (ii) of this sentence (unless an Event of Default has occurred, following which such expenses will not be so capped).

(l) Custody of Receivable Files.

(i) Custody. The Borrower, upon the execution and delivery of this Agreement, hereby revocably appoints the Servicer, and the Servicer hereby accepts such appointment, to act as the agent (solely in its capacity as Servicer under the Basic Documents) of the Borrower for the benefit of the Secured Parties, solely in the Servicer's capacity as custodian of the Receivable File.

(ii) Safekeeping of Contracts. The Servicer, in its capacity as custodian, or a Subservicer appointed by the Servicer as subcustodian pursuant to Section 7.03(l)(v) below, shall hold the Receivable Files (including any original physical Contract (or, in the case of Convenience Checks, in physical or electronic form)) for the benefit of the Borrower and the Secured Parties, as pledgee of the Borrower or the Trust, as applicable; *provided that*, that the Servicer, in its capacity as custodian, shall ensure that the Electronic Contracts are maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent (for the benefit of the Secured Parties) in the Electronic Vault; *provided, further that* if a Contract is Exported from the Electronic Vault, the Servicer in its capacity as custodian shall hold such Contract in physical form in accordance with its customary servicing practices and with this Agreement. The Electronic Vault will be controlled by the Servicer in its capacity as custodian hereunder. In performing its duties as custodian, the Servicer shall act in accordance with its customary servicing practices. The Servicer will promptly report to the Borrower, the Administrative Agent and the Lenders any failure on its part (or, if applicable, a subcustodian's part) to hold any portion of the Receivable Files (including Electronic Contracts, but not including Convenience Checks) and maintain its account, records, and computer systems as herein provided or promptly take appropriate action to remedy any such failure. Nothing herein will be deemed to require an initial review or any periodic review by the Borrower, the Administrative Agent or the Secured Parties of the Receivable Files. The Servicer may, in accordance with its customary servicing practices, maintain all or a portion of a Receivable File in electronic form in the Electronic Vault and/or maintain custody of all or any portion of a Receivable File with one or more Persons to whom the Servicer has delegated responsibilities in accordance with Section 7.03(e). The Servicer will maintain each Receivable File in the United States (it being understood that (i) the Receivable Files, or any part thereof, may be maintained at the offices of any Person to whom the Servicer has delegated responsibilities in accordance with Section 7.03(e) and (ii) Electronic Contracts shall be maintained in the Electronic Vault). The Servicer will make available to the Administrative Agent and each Lender or their duly authorized representatives, attorneys or auditors a list of locations of the Receivable Files upon reasonable request. Notwithstanding any reference herein or in any other Basic Document to the Electronic Vault Provider acting as a designated custodian of the Administrative Agent, the parties hereto acknowledge and agree that the Administrative Agent shall not be liable for, and shall have no duty to supervise or monitor, the default, misconduct or any other action or

omission of the Electronic Vault Provider and that the Administrative Agent may assume the Electronic Vault Provider's performance of its duties and obligations under the Basic Documents.

(iii) Effective Period and Termination. The Servicer's appointment as custodian with respect to any Receivable shall become effective as of the Cutoff Date for such Receivable and will continue in full force and effect until terminated pursuant to this paragraph. If Regional Management resigns as Servicer in accordance with the provisions of this Agreement or if all of the rights and obligations of the Servicer have been terminated under Section 7.13, the Administrative Agent (acting at the direction of the Required Lenders) shall terminate the appointment of the Servicer as custodian hereunder in the same manner as it may terminate the rights and obligations of the Servicer under Section 7.13. Upon the resignation or termination of the Servicer in accordance with this Agreement, the Servicer shall cause to be transferred to the Backup Servicer control of the Electronic Contracts in the Electronic Vault to the extent the Backup Servicer becomes the Successor Servicer in accordance with this Agreement, or another Successor Servicer. In the event that the Backup Servicer becomes the Successor Servicer in accordance with this Agreement or a Successor Servicer, as applicable, is appointed, the outgoing Servicer shall promptly transfer to the Backup Servicer or a Successor Servicer, as applicable, in such manner and to such location as the Backup Servicer or a Successor Servicer, as applicable, shall reasonably designate, all of the Receivable Files in its possession; provided, however, if the Backup Servicer is the Successor Servicer, (i) the Backup Servicer shall notify the Electronic Vault Provider of the transfer of servicing responsibilities to the Backup Servicer or Successor Servicer, as applicable, and (ii) the initial Servicer shall promptly transfer possession of the Electronic Vault to the Backup Servicer or Successor Servicer; it being agreed by the Servicer that it shall reasonably cooperate with the Backup Servicer with respect to effecting any such notification or transfer.

(iv) Establishment of Imaging System. Other than with respect to any Electronic Contract, the Servicer shall maintain an imaging system through which the original physical Receivable File and, with respect to any Hard Secured Receivable, the original physical certificate of title (if such certificate of title is issued in physical and not in electronic form), if any, with respect to the Titled Asset securing such Hard Secured Receivable may be imaged and captured through a standalone PDF, or another electronic medium, and validated through an internal, controlled process with images captured, stored and identifiable at a central location as a backup to physical documentation; provided that any certificates of title that are issued electronically are not imaged and stored pursuant to this clause (iv) but are maintained by a third party electronic title lienholder. For the avoidance of doubt, the related image of a Contract that is an Electronic Contract will be stored in the Electronic Vault and will not be retained by the Servicer.

(v) Subcustodian. The initial Servicer, in its capacity as custodian, may appoint a Subservicer as subcustodian with respect to any Receivable File pursuant to Section 7.03(e). In the event that the initial Servicer, in its capacity as custodian, is terminated in such capacity hereunder, each subcustodian will be terminated as

subcustodian for each Receivable with respect to which it is then acting in such capacity.

Section 7.04. Collection of Payments.

(a) Payment Instructions. On or before the relevant Funding Date with respect to both the Initial Receivables and the Subsequent Receivables, the Servicer and each Subservicer shall have instructed all related Obligor to make all payments in respect of the related Receivables directly with the Servicer or such Subservicer.

(b) Establishment of the Accounts. The Servicer shall cause the Securities Intermediary to establish at the Account Bank, on or before the ~~Closing~~ Third Amendment Effective Date, and to maintain in the name and for the account of the Borrower for the benefit of the Secured Parties at the Account Bank (i) the Collection Account and (ii) the Reserve Account, in each case over which the Administrative Agent shall have sole dominion and control pursuant ~~to the Account Control Agreement hereto~~ and from which neither the Servicer nor the Borrower shall have any right of withdrawal, except as otherwise set forth ~~in the Account Control Agreement herein~~. The Borrower will be required to pay all reasonable fees and expenses owing to the Securities Intermediary in connection with the maintenance of the Accounts for its own account and shall not be entitled to any payment therefor. Following the Facility Termination Date, the Securities Intermediary shall terminate the Accounts.

~~To the extent that~~ Each of the Reserve Account ~~or~~ and the Collection Account is a “securities account” within the meaning of Section 8-501 of the UCC and:

(i) the Securities Intermediary shall comply with any order or instructions (each, an “Order”) from the Administrative Agent directing transfer or redemption of any financial asset credited to such account without further consent by the Borrower, Regional Management, the Servicer or any other person;

(ii) the Securities Intermediary shall take all direction with respect to the Collection Account or the Reserve Account solely from the Administrative Agent, including the disposition and maintenance of the Collection Account or the Reserve Account; provided, however, that, prior to the receipt by the Securities Intermediary of an Order (A) the Servicer is authorized to direct the withdrawal of, and the Securities Intermediary is authorized to withdraw and transfer at the direction of the Servicer, funds from the Collection Account or the Reserve Account to make distributions in accordance with the terms hereof, and (B) the Servicer is hereby authorized to direct the investment of, and the Securities Intermediary is hereby authorized to invest at the direction of the Servicer, amounts on deposit in the Collection Account and the Reserve Account in accordance with the terms hereof;

(iii) ~~(ii)~~ the Securities Intermediary, the Borrower, Regional Management and the Administrative Agent shall treat any investment property, financial assets, securities, instruments, general intangibles or other property credited to any such account as “financial assets” within the meaning of Section 8-102(a)(9) of the UCC; and

(iv) ~~(iii)~~ securities or financial assets credited to the Reserve Account or the Collection Account, as applicable, shall be registered in the name of the Securities

Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Reserve Account or the Collection Account, as applicable, be registered in the name of the Borrower or the Servicer, payable to the order of the Borrower or the Servicer, or specially indorsed to the Borrower or the Servicer, except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank.

~~Fe~~Notwithstanding the intent of the parties hereto, to the extent that the Reserve Account or the Collection Account is a “deposit account” within the meaning of Section 9-102(a)(29) of the UCC, the Securities Intermediary shall comply with any order or instructions (each also, an “Order”) from the Administrative Agent directing disposition of funds in the account without further consent by the Borrower, Regional Management, the Servicer or any other person.

Regardless of any provision in any other agreement, for purposes of the UCC, the State of New York shall be deemed to be the Account Bank’s and the Securities Intermediary’s jurisdiction and the Reserve Account and the Collection Account (as well as any securities entitlements related thereto) shall be governed by the laws of the State of New York.

(c) Adjustments. If the Servicer, directly or through a Subservicer, makes (i) a deposit into the Collection Account in respect of a collection of a Receivable and such collection was received by the Servicer in the form of a check that is not honored for any reason or (ii) a mistake with respect to the amount of any collection and deposits an amount that is less than or more than the actual amount of such collection, the Servicer shall appropriately adjust the amount subsequently deposited into the Collection Account to reflect such dishonored check or mistake after obtaining actual knowledge of such dishonored check or mistake. Any Scheduled Payment in respect of which a dishonored check is received shall be deemed not to have been paid.

Section 7.05.Payment of Certain Expenses by the Initial Servicer

. The initial Servicer will be required to pay all expenses incurred by it in connection with its activities under this Agreement, including the fees and disbursements of independent certified public accountants and third party due diligence providers, Taxes imposed on the Servicer, expenses incurred in connection with payments and reports pursuant to this Agreement, fees and expenses of Subservicers (including monthly compensation for acting as Subservicers) and agents of the Servicer and all other fees and expenses not expressly stated under this Agreement for the account of the Borrower. The initial Servicer shall be required to pay such expenses for its own account and shall not be entitled to any payment therefor other than the Servicing Fee.

Section 7.06.Reports.

(a) Monthly Reports; Monthly Compliance Statements; Monthly Loan Tapes. On each Reporting Date, the Servicer will provide to the Borrower, the Administrative Agent, each Rating Agency (if any), each Agent, each Lender, each Hedge Counterparty (if any), the Backup Servicer and the Securities Intermediary (i) a Monthly Report, (ii) a Monthly Loan Tape and (iii) an Officer’s Certificate, dated as of related Determination Date, stating that (A) a review of the

activities of the Servicer and the Subservicers during such Collection Period (or since the Closing Date in the case of the first such Officer's Certificate) and of its performance under this Agreement has been made under such officer's supervision and (B) to the best of such officer's knowledge, based on such review, the Servicer and the Subservicers have fulfilled all of their respective obligations under this Agreement throughout such Collection Period (or such longer period in the case of the first such Officer's Certificate), or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof.

(b) Financial Statements. In the event the initial Servicer is no longer subject to the periodic and current reporting requirements of Section 13 or 15(d) of the Exchange Act, the initial Servicer will submit to the Administrative Agent and each Lender, (i) within 45 days of the end of each of its fiscal quarters, its unaudited consolidated financial statements (including an analysis of delinquencies and losses on the Receivables for each fiscal quarter) as of the end of each such fiscal quarter and (ii) within 120 days of the end of each of its fiscal years, its audited consolidated financial statements (including an analysis of delinquencies and losses on the Receivables for each fiscal year describing the causes thereof and sufficient to determine whether an Event of Default or Servicer Termination Event has occurred or is reasonably likely to occur and otherwise reasonably satisfactory to the Administrative Agent) as of the end of each such fiscal year; provided that such financial statements are in public company reporting format under the Exchange Act.

(c) Static Pool Information. The initial Servicer will provide to the Administrative Agent and each Agent in regard to vintage originations, upon request (i) static pool gross and net loss history, (ii) static pool defaulted receivable recovery rates, (iii) static pool origination characteristics and (iv) any additional static pool information reasonably requested by the Administrative Agent or an Agent.

Section 7.07. Annual Statement as to Compliance

. The Servicer shall deliver to the Administrative Agent and each Agent on or before March 31st of each year, beginning in 2024, an Officer's Certificate, dated as of the preceding December 31st, stating that (i) a review of the activities of the Servicer during the preceding 12-month period (or since the Closing Date in the case of the first such Officer's Certificate) and of its performance under this Agreement has been made under such officer's supervision and (ii) to the best of such officer's knowledge, based on such review, each of the Servicer and the Subservicers have fulfilled all their respective obligations under this Agreement throughout such year (or such shorter period in the case of the first such Officer's Certificate), or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof.

Section 7.08. [Reserved].

Section 7.09. Rights Prior to Assumption of Duties by Successor Servicer.

(a) On or before each Reporting Date, the Servicer shall deliver to the Backup Servicer an electronic file containing all information necessary to allow the Backup Servicer to

review the Monthly Report related thereto and determine the following: (i) that such Monthly Report is readable and contains all information necessary for the Backup Servicer to complete its duties herein. The Backup Servicer shall, within two (2) Business Days after receipt of the electronic file referred to in the preceding sentence, load such electronic file, confirm such computer tape or diskette is in readable form and (A) verify the following based solely on information contained in the electronic file: the aggregate Principal Balance of all Receivables as of the most recent Determination Date, the Annualized Charge-off Ratio, the Delinquency Ratio (60+ Days) and the Extension Ratio as of the related Determination Date, and (B) based solely on a recalculation of information contained in the Monthly Report confirm the following: Servicing Fee, Backup Servicing Fee, ~~Securities Intermediary Fee~~, Monthly Principal Payment Amount, the amount due to the Reserve Account pursuant to Section 2.08(a)(iv), the amount due to the Lenders pursuant to Section 2.08(a)(v), the remaining amount due to the Borrower pursuant to Section 2.08(a)(x), the Borrowing Base as of the related Reporting Date (calculated as of the related Determination Date, or, with respect to Receivables added to the Collateral following such Determination Date, but prior to the date of such Monthly Report, the related Cutoff Date), ~~(C) based solely on the records of the Securities Intermediary confirm the following: the Reserve Account Amount as of the related Determination Date, each as set forth in the Monthly Report.~~ In the event of any discrepancy between the information set forth in the two foregoing sentences, as determined or calculated by the Servicer, from that determined or calculated by the Backup Servicer, the Backup Servicer shall notify the Servicer of such discrepancy on or before the close of business on the Business Day immediately preceding the related Payment Date and, if by the Business Day following receipt by the Servicer of such notice, the Backup Servicer and the Servicer are unable to resolve such discrepancy, the Backup Servicer shall promptly notify the Administrative Agent and the Agents of such discrepancy. The Backup Servicer shall provide a certificate signed by an Officer of the Backup Servicer, in form and substance satisfactory to the Backup Servicer, the Administrative Agent, the Agents and the Servicer, to the Administrative Agent and the Servicer, on or before the close of business on the Business Day immediately preceding the related Payment Date, stating that the duties of the Backup Servicer in this Section 7.09(a) have been performed. The Backup Servicer, in its capacity as such, shall not be responsible for delays attributable to the Servicer's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Backup Servicer. Notwithstanding the foregoing, if the electronic file or the Monthly Report does not contain sufficient information for the Backup Servicer to perform any action hereunder, the Backup Servicer shall promptly notify the Servicer of any additional information to be delivered by the Servicer to the Backup Servicer, and the Backup Servicer and the Servicer shall mutually agree upon the form thereof; *provided, however*, that the Backup Servicer shall not be liable for the performance of any action unable to be taken hereunder without such additional information until it is received from the Servicer.

(b) Prior to the Closing Date, the Servicer shall deliver the Test Data File to the Backup Servicer, in a format acceptable to the Backup Servicer. The Backup Servicer and the Servicer will agree upon the file layout and electronic medium to transfer such data to the Backup Servicer. Any reasonable cost associated with the obligations of the Backup Servicer described in this subsection shall be at the expense of the Servicer, and, to the extent that the Servicer does not pay such amounts, the Backup Servicer shall be entitled to recover such amounts pursuant to Section 2.08.

(c) Other than as specifically set forth elsewhere in this Agreement, the Backup Servicer shall have no obligation to supervise, verify, monitor or administer the performance of the Servicer and shall have no Liability for any action taken or omitted by the Servicer.

(d) The Backup Servicer shall consult with the Servicer as may be necessary from time to time to perform or carry out the Backup Servicer's obligations hereunder, including the obligation, if requested in writing by the Administrative Agent (acting at the direction of the Required Lenders), to succeed to the duties and obligations of the Servicer pursuant hereto.

(e) Except as provided in this Agreement, the Backup Servicer may accept and rely on all accounting, records and work of the Servicer without audit, and the Backup Servicer shall have no Liability for the acts or omissions of the Servicer. If any error, inaccuracy or omission (collectively, "Errors") exists in any information received from the Servicer, and such Errors should cause or materially contribute to the Backup Servicer making or continuing any Errors (collectively, "Continued Errors"), the Backup Servicer shall have no Liability for such Continued Errors; provided, however, that the Successor Servicer agrees to use its best efforts to prevent further Continued Errors. In the event the Backup Servicer has actual knowledge or receives written notice of Errors or Continued Errors, the Backup Servicer shall promptly notify the Servicer of such Errors or Continued Errors; provided, however, that the Backup Servicer shall have no duty or obligations to reconstruct or reconcile such data.

(f) The Backup Servicer shall be indemnified by the Servicer and the Borrower from and against all claims, damages, losses or expenses reasonably incurred by the Backup Servicer (including reasonable attorneys' fees and expenses and court costs) arising out of claims asserted against or by the Backup Servicer on any matter arising out of this Agreement to the extent the act or omission giving rise to the claim accrues before the date on which the Backup Servicer assumes the duties of Servicer hereunder, except for any claims, damages, losses or expenses arising from the Backup Servicer's own gross negligence, bad faith or willful misconduct. All such amounts payable by the Borrower shall be payable in accordance with Section 2.08. All such amounts payable by the Servicer, to the extent not promptly paid by the Servicer, shall be payable in accordance with Section 2.08. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any action, claim or suit) brought by the Backup Servicer of any indemnification or other obligation of the indemnifying party or other Person. The provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

(g) The Backup Servicer shall be liable in accordance herewith only to the extent of its obligations set forth in this Agreement or any obligations assumed by the Backup Servicer from the Servicer pursuant to Section 7.14. Such liability is limited to only those actions taken or omitted to be taken by the Backup Servicer and caused through its gross negligence, bad faith or willful misconduct. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Backup Servicer and, in the absence of bad faith on its part, the Backup Servicer may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Backup Servicer and conforming to the requirements of this Agreement.

(h) The Backup Servicer shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Backup Servicer has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Backup Servicer shall have no obligation whatsoever either prior to or after receiving any such written notice to investigate or verify that such event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it. The Backup Servicer shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Backup Servicer) other than itself in its capacity as Backup Servicer.

(i) The Backup Servicer shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or indemnity satisfactory to it against such risk or liability shall not be reasonably assured to it. Notwithstanding any provision to the contrary, the Backup Servicer shall not be liable for any obligation or the acts or omissions of the Borrower, the Servicer (so long as it is not the Successor Servicer, in which case it shall be obligated to perform as Servicer hereunder) or any other Person, contained in this Agreement, and the parties shall look only to such parties to perform such obligations, and the Backup Servicer may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Backup Servicer to the contrary.

Section 7.10. Rights After Assumption of Duties by Successor Servicer; Liability

. At any time following the assumption of the duties of the Servicer by the Backup Servicer or the designation of a Successor Servicer pursuant to Section 7.14 as a result of the occurrence of a Servicer Termination Event:

(a) The Servicer, on behalf of the Borrower, shall, at the Administrative Agent's or the Required Lender's request, (i) assemble all of the records relating to the Collateral, including all Receivable Files, and shall make the same available to the Administrative Agent or the Successor Servicer at a place selected by the Administrative Agent (acting at the direction of the Required Lenders), and (ii) segregate all cash, checks and other instruments received by it from time to time constituting collections of Collateral in a manner acceptable to the Administrative Agent and the Required Lenders and shall, promptly upon receipt but no later than two (2) Business Days after receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to, or at the direction of, the Administrative Agent (acting at the direction of the Required Lenders).

(b) The Borrower hereby authorizes the Administrative Agent, to take or cause to be taken any and all steps in the Borrower's name and on behalf of the Borrower

necessary or desirable, in the determination of the Administrative Agent (acting at the direction of the Required Lenders), to collect all amounts due under any and all of the Collateral with respect thereto, including endorsing the Borrower's name on checks and other instruments representing Collections and enforcing the Receivables.

(c) The Backup Servicer shall be liable in accordance herewith only to the extent of its obligations set forth in this Agreement or any obligations assumed by the Backup Servicer from the Servicer pursuant to Section 7.14. Such liability is limited to only those actions taken or omitted to be taken by the Backup Servicer and caused through its gross negligence, bad faith or willful misconduct. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Backup Servicer and, in the absence of bad faith on its part, the Backup Servicer may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Backup Servicer and conforming to the requirements of this Agreement.

(d) The Backup Servicer shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Backup Servicer has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Backup Servicer shall have no obligation whatsoever either prior to or after receiving any such written notice to investigate or verify that such event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it. The Backup Servicer shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Backup Servicer) other than itself in its capacity as Backup Servicer.

(e) The Backup Servicer shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if it reasonably determines that the repayment of such funds or adequate written indemnity against such risks or liability is not available prior to the expenditure of such funds or the incurrence of financial liability. Notwithstanding any provision to the contrary, the Backup Servicer shall not be liable for any obligation or the acts or omissions of the Borrower, the Servicer (so long as it is not the Successor Servicer, in which case it shall be obligated to perform as Servicer hereunder) or any other Person, contained in this Agreement, and the parties shall look only to such parties to perform such obligations, and the Backup Servicer may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Backup Servicer to the contrary.

(f) If requested by the Administrative Agent (acting at the direction of the Required Lenders), the Backup Servicer (in its capacity as the Successor Servicer) shall

direct the Obligors then making payments directly to the Servicer to make all payments under the Receivables directly to the Backup Servicer (in its capacity as the Successor Servicer), in which event the Backup Servicer shall process all such payments, or to a lockbox or lockbox account established by the Backup Servicer (in its capacity as the Successor Servicer) at the direction of the Administrative Agent (acting at the direction of the Required Lenders).

Section 7.11. Limitation on Liability of the Servicer and Others

. Except as otherwise provided herein, neither the Servicer nor any of its directors or officers or employees or agents shall be under any liability to the Secured Parties, the Backup Servicer or any other Person for any action taken or for refraining from the taking of any action pursuant to this Agreement; provided, however, that this provision shall not protect the Servicer or any such Person against any liability that would otherwise be imposed by reason of its willful misconduct, bad faith or gross negligence in the performance of duties or by reason of its willful misconduct hereunder.

Section 7.12. The Servicer Not to Resign

. The Servicer shall resign only if the Servicer provides an Opinion of Counsel to the Administrative Agent, the Agents and the Backup Servicer to the effect that it is no longer permitted by Applicable Law to act as Servicer hereunder. No termination or resignation of the Servicer hereunder shall be effective until the Backup Servicer or a different entity, acceptable to the Administrative Agent (acting at the direction of the Required Lenders), has accepted its appointment as Successor Servicer hereunder and has agreed to be bound by the terms of this Agreement and the Collection Policy.

Section 7.13. Servicer Termination Events

. The occurrence and continuance of any one of the following events shall constitute a “Servicer Termination Event” hereunder:

- (a) the occurrence of a Level III Trigger Event;
- (b) any failure by the Servicer to (i) deliver any Collections or (ii) make any payment, transfer or deposit, in each case as required by this Agreement or any other Servicer Basic Document and, in each case, which failure shall continue unremedied for two (2) Business Days after (A) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Securities Intermediary or (B) discovery of such failure by a Responsible Officer of the Servicer;
- (c) any failure by the Servicer to deliver to the Administrative Agent, each Agent, each Lender or the Backup Servicer a Monthly Report and a Monthly Loan Tape when required that shall continue unremedied for two (2) Business Days after (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;

(d) any merger or consolidation of the Servicer in breach of Section 7.15;

(e) any failure by the Servicer duly to observe or perform in any material respect any other covenant or agreement of the Servicer set forth in any Servicer Basic Document, which failure shall remain unremedied for 30 days after the earlier of (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;

(f) any representation, warranty or certification made by the Servicer in any Servicer Basic Document or in any other certificate, information or report delivered pursuant to any Servicer Basic Document shall prove to have been false or incorrect in any material respect when made or deemed made or delivered, and which remains unremedied for 30 days after the earlier of (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;

(g) an Insolvency Event shall occur with respect to the Servicer;

(h) an Event of Default shall have occurred and shall not have been waived;

(i) any failure by the Servicer to observe any covenant, condition or agreement under Section 6.05(h); or

(j) any Subservicer fails to maintain all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property and or the conduct of its business with respect to the servicing of consumer loans (including the Receivables) requires such qualification, licenses or approvals, and which remains unremedied for thirty (30) days after the receipt of written notice of such failure by any Governmental Authority.

During the continuance of any of the foregoing, notwithstanding anything herein to the contrary, so long as any such Servicer Termination Event shall not have been remedied within any applicable cure period or waived in writing by the Administrative Agent and the Required Lenders, the Administrative Agent acting at the direction of the Required Lenders, by written notice to the Servicer (with a copy to each Agent, Hedge Counterparty, the Securities Intermediary and the Backup Servicer) (each, a “Servicer Termination Notice”), shall terminate all of the rights and obligations of the Servicer as Servicer under this Agreement and under the 2023-1A SUBI Servicing Agreement.

Notwithstanding the foregoing, a delay in or failure of performance referred to under paragraph (b) above for an additional period of five (5) Business Days after the applicable grace period or referred to under paragraph (e) or (f) above for a period of fifteen (15) days after the applicable grace period shall not constitute a Servicer Default if such delay or failure could not be prevented by the exercise of reasonable diligence by the Servicer, such delay or failure was caused by a Force Majeure Event and Servicer is in compliance with its business continuity and disaster preparedness plans. If, following the expiration of such incremental fifteen (15) day grace period in the case of a delay or failure of performance described in paragraph (e) or (f)

above, the applicable delay or failure of performance remains outstanding but the Servicer continues to work diligently to remedy such delay or failure of performance, then, with the consent of the Administrative Agent in its sole discretion the grace period may be extended for a further thirty (30) days. The preceding sentences will not relieve the Servicer from compliance with its obligations pursuant to Section 7.03(g) hereunder or from otherwise using all commercially reasonable efforts to perform its obligations in a timely manner in accordance with the terms of this Agreement and the Servicer shall provide the Administrative Agent, the Securities Intermediary and the Backup Servicer with an Officer's Certificate giving prompt notice of such failure or delay, together with a description of its efforts to perform its obligations.

Section 7.14.Appointment of Successor Servicer.

(a) On and after the receipt by the Servicer of a Servicer Termination Notice, the Servicer shall continue to perform all servicing functions under this Agreement and under the 2023-1A SUBI Servicing Agreement until the date specified in the Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders) in writing or, if no such date is specified in such Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders), until a date mutually agreed upon by the Servicer, the Backup Servicer (if the Backup Servicer becomes the Successor Servicer) and the Administrative Agent (acting at the direction of the Required Lenders); *provided, however*, that the Backup Servicer (if the Backup Servicer becomes the Successor Servicer) shall use its best efforts to effect the transition of the servicing and will assume the duties of the Servicer no more than 45 days after receipt by the Servicer and the Backup Servicer of the Servicer Termination Notice. The Administrative Agent (acting at the direction of the Required Lenders) shall, at the time described in the immediately preceding sentence, appoint the Backup Servicer as the Successor Servicer hereunder and under the 2023-1A SUBI Servicing Agreement, and the Backup Servicer shall on such date assume all duties, liabilities and obligations of the Servicer hereunder and under the 2023-1A SUBI Servicing Agreement from and after such date, and all authority and power of the Servicer under this Agreement and under the 2023-1A SUBI Servicing Agreement shall pass to and be vested in the Backup Servicer except to the extent otherwise set forth herein.

(b) In the event that the Administrative Agent (acting at the direction of the Required Lenders) does not so appoint the Backup Servicer to succeed the Servicer as Servicer hereunder and under the 2023-1A SUBI Servicing Agreement or the Backup Servicer is unable to assume such obligations on the date specified, the Administrative Agent (acting at the direction of the Required Lenders) shall as promptly as possible appoint a different entity to be the Successor Servicer, and such Successor Servicer shall accept its appointment by a written assumption agreement in a form acceptable to the Administrative Agent (acting at the direction of the Required Lenders) provided, however, that if the Administrative Agent (acting at the direction of the Required Lenders) designates as Successor Servicer any Person other than the Backup Servicer, the Administrative Agent shall provide ten (10) Business Days' prior written notice to each Rating Agency, if any. In the event that a Successor Servicer has not accepted its appointment at the time when the Servicer ceases to act as Servicer, the Administrative Agent (acting at the direction of the Required Lenders) shall petition a court of competent jurisdiction to appoint any established financial institution having a net worth of not less than \$50,000,000, that meets (or the parents of which meets) the Long-Term Ratings Requirement and whose

regular business includes the servicing of consumer loans as the Successor Servicer hereunder and under the 2023-1A SUBI Servicing Agreement.

(c) The Administrative Agent (acting at the direction of the Required Lenders) shall have the same rights of removal and termination for cause with respect to any Successor Servicer as with respect to Regional Management as the Servicer.

(d) All reasonable costs and expenses (including attorneys' fees and disbursements) incurred by the Backup Servicer and Successor Servicer in connection with the transfer and assumption of servicing obligations hereunder and under the 2023-1A SUBI Servicing Agreement from the Servicer to the Backup Servicer or Successor Servicer, converting the Servicer's data to such Person's computer system and amending this Agreement to reflect such succession as Servicer pursuant to this Section shall be paid by the predecessor Servicer upon presentation of a written invoice setting forth reasonable transition expenses not exceeding \$250,000 (the "Transition Expenses") in the aggregate as to all such Persons. In no event shall the Successor Servicer be responsible for any Transition Expenses. If the predecessor Servicer fails to pay the Transition Expenses, the Transition Expenses shall be payable pursuant to Section 2.08.

(e) Upon the termination and removal of the Servicer and the assumption by the Successor Servicer hereunder and under the 2023-1A SUBI Servicing Agreement, the predecessor Servicer shall cooperate with the Successor Servicer in effecting the termination of the rights and responsibilities of the predecessor Servicer under this Agreement and under the 2023-1A SUBI Servicing Agreement, including the transfer to the Successor Servicer for administration by it of all Collections that shall at the time be held by the predecessor Servicer for deposit, or shall thereafter be received, with respect to a Receivable, the Collection Account, the Reserve Account and Servicer Files and other records maintained by the Servicer.

(f) Upon its appointment, the Successor Servicer shall be the successor in all respects to the Servicer with respect to servicing functions under this Agreement and under the 2023-1A SUBI Servicing Agreement and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof, be entitled to the rights, protections, indemnities and immunities, of the Servicer hereunder and thereunder, and all references in this Agreement and under the 2023-1A SUBI Servicing Agreement to the Servicer shall be deemed to refer to the Successor Servicer; provided, however, notwithstanding anything else contained herein or therein, the Backup Servicer, as Successor Servicer, and its successors or assigns, shall have (i) no liability with respect to any obligation which was required to be performed by the predecessor Servicer prior to the date that the successor Servicer becomes the Servicer or any Subservicer or any claim of a third party based on any alleged action or inaction of the predecessor Servicer, (ii) no obligation to perform any purchase, repurchase, allocation or reallocation (with respect to the assets of the Trust, the UTI, the 2023-1A SUBI or any other SUBI), reimbursement or advancing obligations, if any, of the Servicer or any Subservicer, (iii) no obligation to pay any taxes required to be paid by the Servicer or any Subservicer, (iv) no obligation to pay any of the fees and expenses of any other party involved in this transaction and (v) no liability or obligation with respect to any Servicer or any Subservicer indemnification, defense or hold harmless obligations of any prior Servicer or Subservicer including the initial Servicer. The indemnification obligations of the Backup Servicer, upon becoming a successor

Servicer are expressly limited to those instances of gross negligence, bad faith or willful misconduct of the Backup Servicer in its role as Successor Servicer. Furthermore, without limiting the generality of the foregoing, the Backup Servicer as Successor Servicer shall not be required to service the Receivables in accordance with the Collection Policy of the initial Servicer, but rather in accordance with the customary and usual servicing, administration and collection practices and procedures used by servicing companies of comparable experience to the Backup Servicer for servicing personal loans comparable to the Receivables which the Backup Servicer services for others, and shall do so in accordance with industry standards applicable to the performance of such services, and with the same degree of care as it applies to the performance of such services for any similar assets which the Backup Servicer services for similar accounts that it holds for others, as the same may be amended, supplemented or otherwise modified from time to time. Additionally, if the Backup Servicer becomes the Successor Servicer, the duties and obligations of the Servicer contained in this Agreement and the 2023-1A SUBI Servicing Agreement shall be deemed modified as follows: (i) any provision in any such agreement providing that the Servicer shall take or omit to take any action, or shall have any obligation to do or not do any other thing, upon its “knowledge” (or any derivation thereof), “discovery” (or any derivation thereof), “awareness” (or any derivation thereof) or “learning” (or any derivation thereof) shall be interpreted as the actual knowledge of a Responsible Officer of such Successor Servicer or such Responsible Officer’s receipt of a written notice thereof, (ii) such Successor Servicer shall not be liable for any claims, liabilities or expenses relating to the engagement of any accountants or any report issued in connection with such engagement and dissemination of any such report of any accountants appointed by it (except to the extent that any such claims, liabilities or expenses are caused by such Successor Servicer’s gross negligence or willful misconduct) pursuant to the provisions of any Basic Document, and the dissemination of such report shall if applicable, be subject to the consent of such accountants, (iii) such Successor Servicer shall have no obligation to provide investment direction pursuant to this Agreement, the Trust Agreement, any SUBI Supplement (including the 2023-1A SUBI Supplement) or any other Basic Document requiring investment direction from the Servicer, (iv) such Successor Servicer shall not be required to obtain a determination or resolutions by its board of directors with respect to its resignation, and (v) such Successor Servicer shall in no event be obligated to assume, or be deemed to have assumed, the duties, obligations or liabilities of any Person other than the Servicer, solely in its capacity as Servicer under this Agreement and the 2023-1A SUBI Servicing Agreement; it being understood and agreed that, without limiting the generality of the foregoing, such Successor Servicer shall have no (a) duty, obligation or liability under the Trust Agreement or any SUBI Supplement thereunder, including the 2023-1A SUBI Supplement (including any duty, obligation or liability to any settlor or any holder of any beneficial interest), (b) duty or obligation to supervise, monitor, control, administer or manage the Trust or any series thereof or to direct, advise, account to or instruct any trustee under the Trust or any such series for any purpose or reason (except that the foregoing shall not excuse the Successor Servicer from performing any duties or obligations relating to the servicing of 2023-1A SUBI Assets that it is expressly obligated to perform under the 2023-1A SUBI Servicing Agreement), (c) duty or obligation to hold records with respect to or on behalf of the Trust or any such series (including the 2023-1A SUBI), except for records relating to the servicing of the 2023-1A SUBI Assets, (d) duty or obligation to do or perform any act of or on behalf of the Trust or any SUBI (including the 2023-1A SUBI) (or any trustee of any of the foregoing), including the preparation or delivery for execution or filing

thereby of any documents, instruments, reports or information, except any duties or obligations relating to servicing of the 2023-1A SUBI Assets that it is expressly obligated to perform under the 2023-1A SUBI Servicing Agreement, or (e) duty or obligation to commence, defend against or otherwise participate in any legal proceeding relating to or involving the protection or enforcement of the interests of the Trust, any SUBI (including the 2023-1A SUBI), or any holder of any beneficial interest in or any trustee of any of the foregoing, except any duties or obligations relating to servicing of the 2023-1A SUBI Assets that it is expressly obligated to perform under the 2023-1A SUBI Servicing Agreement

(g) All authority and power granted to the Servicer under this Agreement and under the 2023-1A SUBI Servicing Agreement shall automatically cease and terminate upon termination of the Servicer as servicer and shall pass to and be vested in the Administrative Agent and the Administrative Agent is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights. The Servicer agrees to cooperate with the Borrower in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing of the Receivables.

(h) The Administrative Agent may, solely for purposes of establishing the fee to be paid to the Backup Servicer or any other Successor Servicer after a notice of removal of the Servicer pursuant to this Article, solicit written bids (such bids to include a proposed servicer fee and servicing transfer costs) from not less than three entities experienced in the servicing of consumer loan receivables similar to the Receivables and that are not Affiliates of the Servicer or the Borrower and are reasonably acceptable to the Administrative Agent (acting at the direction of the Required Lenders). Any such written solicitation shall prominently indicate that bids should specify any applicable subservicing fees required to be paid from the Servicing Fee and that any fees and transfer costs in excess of the Servicing Fee shall be paid by the Borrower from amounts received pursuant to Section 2.08. The Borrower may also solicit additional bids from other such entities. The Successor Servicer shall act as Servicer hereunder and under the 2023-1A SUBI Servicing Agreement and shall, subject to the availability of sufficient funds in the Collection Account pursuant to Section 2.08 (up to the Servicing Fee), receive as compensation therefor a fee equal to the fee proposed in the bid so solicited which provides for the lowest combinations of servicing fee and transition costs, as reasonably determined by the Administrative Agent (acting at the direction of the Required Lenders) and may revise the percentage used to calculate the Servicing Fee, which, if the Backup Servicer is not the Successor Servicer, may be adjusted in the sole discretion of the Administrative Agent (acting at the direction of the Required Lenders).

Section 7.15. Merger or Consolidation, Assumption of Obligations or Resignation, of the Servicer

. Any Person (a) into which the initial Servicer may be merged or consolidated in accordance with Section 6.05(b), (b) which may result from any merger or consolidation to which the initial Servicer may be a party in accordance with Section 6.05(b), (c) which may succeed to the properties and assets of the initial Servicer substantially as a whole or (d) which may succeed to the duties and obligations of the initial Servicer under this Agreement following the resignation

of the Servicer, which Person executes an agreement of assumption acceptable to the Administrative Agent (acting at the direction of the Required Lenders) to perform every obligation of the Servicer hereunder, shall, with the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), be the successor to the Servicer under this Agreement without further act on the part of any of the parties to this Agreement; provided, however, that:

- (i) prior written notice of such consolidation, merger, succession or resignation shall be delivered by the initial Servicer to the Administrative Agent, each Lender and the Securities Intermediary;
- (ii) immediately after giving effect to such consolidation, merger, succession or resignation, no Servicer Termination Event and no event which after notice or lapse of time, or both, would become a Servicer Termination Event shall have occurred and is continuing;
- (iii) no Event of Default, Unmatured Event of Default or Facility Amortization Event would occur as result of such consolidation, merger, succession or resignation;
- (iv) the initial Servicer shall have delivered to the Borrower, the Administrative Agent and each Lender an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, succession or resignation and such agreement of assumption comply with this Section and that all conditions precedent provided for in this Agreement and the other Basic Documents to which it is a party relating to such transaction have been complied with; and
- (v) the Servicer shall have delivered to the Borrower, the Administrative Agent and each Lender an Opinion of Counsel to the effect that either: (A) in the opinion of such counsel, all financing statements, continuation statements and amendments and notations on Certificates of Title thereto have been executed and filed that are necessary to preserve and protect the interest of the Borrower and the Secured Parties in the Receivables and the other Collateral and reciting the details of such filings or (B) no such action shall be necessary to preserve and protect such interest.

Section 7.16. Computershare as Successor Servicer

. In the event that Computershare becomes the Successor Servicer hereunder following the termination of Regional Management as Servicer, the following shall apply with respect to Computershare, as Successor Servicer:

- (a) Servicing Fee. At all times that Computershare or another Person is acting as Successor Servicer hereunder, the "Servicing Fee Rate" shall mean the greater of (i) 4.75% per annum and (ii) the average of three (3) bids obtained by the Administrative Agent (acting at the direction of the Required Lenders) based upon then current market conditions, pursuant to the first two sentences of Section 7.14(h) and mutually agreed upon by the Successor Servicer; provided, that the Successor Servicer shall provide prompt written notice of such Servicing Fee Rate to the Rating Agencies, if any.

(b) Covenants; Representations and Warranties. The covenants and representations and warranties of Regional Management, as Servicer, shall apply to Computershare as Successor Servicer but shall be deemed modified to the extent necessary to apply to Computershare; provided, however, that prior to or promptly following the Assumption Date, applicable modifications and amendments shall be agreed upon by Computershare and the Administrative Agent, as contemplated by Section 7.16(f).

(c) Delegation of Duties. Notwithstanding anything herein to the contrary, Computershare as Successor Servicer may, without prior notice or consent, delegate any or all of its duties and obligations hereunder to one or more Subservicers; provided, however, that Computershare as Successor Servicer shall at all times remain responsible for the performance of such duties and obligations.

(d) Servicer Obligations.

(i) Computershare, in any of its capacities hereunder, shall have no obligation to provide investment directions pursuant to Section 2.11 or any other Section requiring investment directions from the Servicer.

(ii) Computershare, in any of its capacities hereunder, shall not be responsible for any deficiency collections or enforcement of the Borrower's rights under the First Tier Master Purchase Agreement or Second Tier Purchase Agreement, as set forth in Section 7.03(c)(i). The Administrative Agent hereby agrees to enforce the rights of the Borrower under the Second Tier Purchase Agreement.

(e) Termination. Computershare, as Successor Servicer, shall only be terminated in accordance with this subsection and "Servicer Termination Events" shall mean and refer to the following on and after the Assumption Date:

(i) Computershare, as Successor Servicer, shall fail to make any payment, transfer or deposit as required under this Agreement;

(ii) Computershare shall fail to observe or perform in any material respect any other covenant or agreement of the Successor Servicer as set forth in this Agreement;

(iii) material breach of a representation, warranty or certification by Computershare made by it in its role as Servicer under this Agreement; or

(iv) an Insolvency Event shall occur with respect to Computershare.

Upon the occurrence and continuation of a Servicer Termination Event, the Administrative Agent shall notify Computershare of such Servicer Termination Event and Computershare shall have 60 days thereafter to cure such breach. Should Computershare fail to cure such breach, then upon the lapse of 60 days thereafter or at such later time specified by the Administrative Agent (acting at the direction of the

Required Lenders), Computershare shall be removed as Servicer and a new Successor Servicer shall be appointed in accordance with Section 7.14.

The Administrative Agent, with the consent of the Required Lenders, may terminate Computershare as Successor Servicer hereunder in its sole discretion, upon 90 days' prior written notice to Computershare.

(f) Amendment. Prior to or promptly following the Assumption Date, the parties to this Agreement will enter into one or more amendments or supplements acceptable in form and content to the Backup Servicer and the Administrative Agent (acting at the direction of the Required Lenders), providing for such modifications of this Agreement as are necessary to permit the Backup Servicer to fulfill its responsibilities hereunder as Successor Servicer.

Section 7.17. Responsibilities of the Borrower

. Anything herein to the contrary notwithstanding, the Borrower shall (i) perform or shall cause the Servicer to perform all of its obligations under the Receivables to the same extent as if a security interest in such Receivables had not been granted hereunder, and the exercise by the Administrative Agent of its rights hereunder shall not relieve the Borrower from such obligations and (ii) pay prior to becoming delinquent, from funds available to the Borrower under Section 2.08, any Taxes of the Borrower, including any sales taxes payable in connection with the Receivables and their creation and satisfaction. No Secured Party shall have any obligation or liability with respect to any Receivable, nor shall any of them be obligated to perform any of the obligations of the Borrower thereunder.

Section 7.18. Servicing Centralization Event

. Upon the occurrence of a Servicing Centralization Event, the Servicer shall promptly send written notice thereof to the parties hereto, and the Backup Servicer and the Servicer shall work with the Administrative Agent and the Lenders to put into effect the items described on Schedule G, together with such other items as may reasonably be agreed upon between the Backup Servicer, the Administrative Agent and the Lenders.

ARTICLE 8

THE BACKUP SERVICER

Section 8.01. Designation of the Backup Servicer.

(a) The backup servicing role with respect to the Receivables shall be conducted by the Person appointed to act as Backup Servicer hereunder from time to time in accordance with this Section.

(b) The Borrower, the Trust and the Administrative Agent, on behalf of the Secured Parties, each hereby appoints and directs Computershare to act as Backup Servicer, for the benefit of the Administrative Agent and the Secured Parties. Computershare hereby accepts such appointment and agrees to perform the duties and obligations with respect thereto set forth herein. Computershare will perform its obligations as Backup Servicer through its Corporate Trust Services department (including, as applicable, any agents or Affiliates utilized thereby).

(c) Until the receipt by Computershare of a notice from the Administrative Agent of the designation of a new Backup Servicer pursuant to Section 8.04, Computershare agrees that it will not terminate its activities as Backup Servicer hereunder except in accordance with Section 8.05.

(d) The Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) under the Intercreditor Agreement shall be entitled to any right, protection, privilege or indemnity afforded to the Backup Servicer under the terms of this Agreement as though set forth in their entirety therein, mutatis mutandis.

(e) ~~(d)~~ Upon the occurrence of a Servicer Termination Event, the Administrative Agent (acting at the direction of the Required Lenders) may designate the Backup Servicer to act as Successor Servicer for the benefit of the Secured Parties. The Backup Servicer shall accept such appointment and agree to perform the duties and obligations with respect thereto set forth herein, subject to the terms hereof.

Section 8.02. Duties of the Backup Servicer

. From the Closing Date until the earlier of (i) its removal pursuant to Section 8.04, (ii) its resignation in accordance with the provisions of Section 8.05, (iii) its appointment as Successor Servicer pursuant to Section 7.14(a) or (iv) the Facility Termination Date, the Backup Servicer shall perform, on behalf of the Secured Parties, the duties and obligations set forth in Section 7.09.

Section 8.03. Backup Servicing Compensation

. As compensation for its backup servicing activities hereunder, the Backup Servicer shall be entitled to receive the Backup Servicing Fee from the Borrower. The Backup Servicer shall be entitled to receive its Backup Servicing Fee to the extent of funds available therefor pursuant to Section 2.08. The Backup Servicer's entitlement to receive the Backup Servicing Fee shall cease on the earliest to occur of (i) it becoming the Successor Servicer, (ii) its removal as Backup

Servicer pursuant to Section 8.04, (iii) its resignation in accordance with the provisions of Section 8.05 and (iv) the termination of this Agreement.

Section 8.04.Backup Servicer Removal

. The Backup Servicer may be removed in connection with a breach by the Backup Servicer in any material respect of any representation, warranty or covenant of the Backup Servicer under this Agreement, or otherwise in the discretion of the Administrative Agent (acting at the direction of the Required Lenders), by 30 days' prior notice given in writing and delivered to the Backup Servicer from the Administrative Agent (acting at the direction of the Required Lenders) (the "Backup Servicer Termination Notice"). On and after the receipt by the Backup Servicer of the Backup Servicer Termination Notice, the Backup Servicer shall continue to perform all backup servicing functions under this Agreement until the date specified in the Backup Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders) in writing or, if no such date is specified in the Backup Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders), until a date mutually agreed upon by the Backup Servicer and the Administrative Agent (acting at the direction of the Required Lenders).

Section 8.05.The Backup Servicer Not to Resign

. The Backup Servicer shall resign only with the prior written consent of the Administrative Agent and the Required Lenders or if the Backup Servicer provides an Opinion of Counsel to the Administrative Agent to the effect that the Backup Servicer is no longer permitted by Applicable Law to act as Backup Servicer hereunder. No termination or resignation of the Backup Servicer hereunder shall be effective until a successor Backup Servicer, acceptable to the Administrative Agent (acting at the direction of the Required Lenders) has accepted its appointment as successor Backup Servicer hereunder and has agreed to be bound by the terms of this Agreement. If, however, a successor Backup Servicer is not appointed by the Administrative Agent and the Required Lenders within 30 days after the giving of notice of resignation or termination, the Backup Servicer may petition a court of competent jurisdiction for the appointment of a successor Backup Servicer, with the cost of such petition (including attorneys' fees and expenses and court costs) to be borne by the Borrower.

Section 8.06.Covenants of the Backup Servicer.

(a) Affirmative Covenants. From the date of its appointment until the Facility Termination Date:

- (i) Compliance with Law. The Backup Servicer will comply in all material respects with all Applicable Laws and all of its obligations under this Agreement.
- (ii) Preservation of Existence. The Backup Servicer will preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified and validly existing under federal laws where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or would reasonably be expected to have, a Material Adverse Effect.

(b) Negative Covenant. From the date of its appointment until the Facility Termination Date, the Backup Servicer will not make any changes to the Backup Servicing Fee without the prior written approval of the Administrative Agent (acting at the direction of the Required Lenders) and, so long as no Event of Default or Servicer Termination Event has occurred, the Borrower.

Section 8.07. Merger of the Backup Servicer

. Any Person into which the Backup Servicer (in such capacity or in its capacity as Successor Servicer) may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which to Backup Servicer shall be a party, or any Person succeeding to all or substantially all of the corporate trust services business of the Backup Servicer, shall be the successor of the Backup Servicer under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.08. Privilege. -

The Backup Servicer shall be entitled to any right, protection, privilege or indemnity afforded to the Securities Intermediary under the terms of this Agreement, *mutatis mutandis*.

ARTICLE 9

[RESERVED]

ARTICLE 10

EVENTS OF DEFAULT

Section 10.01. Events of Default.

(a) Each of the following events shall constitute an “Event of Default”:

(i) the Borrower shall fail to make any payment of Interest, any Unused Commitment Fees or principal, in each case when due and without giving effect to the availability of funds and such failure continues unremedied for two (2) Business Days after the date such payment was due;

(ii) a failure to pay all Aggregate Unpaid by the Maturity Date;

(iii) a failure on the part of the Borrower to make any payment, transfer or deposit required by the terms of any Basic Document (other than as set forth in clauses (i) and (ii) above) on the day such payment or deposit is required to be made, which default or failure continues unremedied for three (3) Business Days after the earlier of (i) receipt of written notice of such failure by the Borrower from the Administrative Agent or any Lender or (ii) actual knowledge of such failure by a Responsible Officer of the Borrower;

(iv) after giving effect to the allocation of funds pursuant to Section 2.08, the Loans Outstanding exceeds the Borrowing Base (calculated as of the related Determination Date, or, with respect to Receivables added to the Collateral following such Determination Date but prior to such Payment Date or Securitization Date, the related Cutoff Date), which condition continues unremedied for two (2) Business Days;

(v) on any Payment Date, after giving effect to the allocation of funds pursuant to Section 2.08, the amount on deposit in the Reserve Account is less than the Reserve Account Required Amount, and such deficiency has not been cured prior to or on the next Payment Date, Funding Date or Release Date (provided that for the avoidance of doubt, an Advance may cure such deficiency);

(vi) a failure by the Borrower or Regional Management to duly perform or observe any term, covenant or agreement of the Borrower or Regional Management contained in this Agreement or any other Basic Document and such failure remains unremedied for 30 calendar days (or such longer period not in excess of 60 days as may be reasonably necessary to remedy that failure; provided that such failure is capable of remedy within 60 days) after the earlier to occur of (i) actual knowledge of such failure by a Responsible Officer of the Borrower or Regional Management, as applicable and (ii) receipt of a written notice of such failure from the Administrative Agent, any Agent, any Lender or the Backup Servicer;

(vii) any representation, warranty or certification made or deemed to be made by the Borrower or Regional Management under this Agreement or any other Basic Document, or any Monthly Report, any Monthly Loan Tape or other information required to be given by the Borrower or Regional Management to the Administrative Agent or any

Lender, shall prove to have been false or incorrect in any material respect when made or deemed made or delivered, and which remains unremedied for 30 calendar days after the earlier to occur of (A) actual knowledge thereof by a Responsible Officer of the Borrower or Regional Management, as applicable, and (B) receipt of a written notice of such failure from the Administrative Agent, any Agent or any Lender;

(viii) the occurrence of an Insolvency Event (which, if involuntary, remains unstayed for more than 45 days) relating to any Regional Management Entity;

(ix) a breach of any Financial Covenant shall have occurred;

(x) a Servicer Termination Event shall have occurred;

(xi) a failure on the part of the Borrower to enter into a Hedge Transaction when required under this Agreement;

(xii) the Borrower shall become (A) an “investment company” within the meaning of the Investment Company Act or (B) a “covered fund” as defined in the Volcker Rule;

(xiii) a regulatory, tax or accounting body has ordered that the activities of the Borrower or any Affiliate of the Borrower contemplated hereby be terminated or, as a result of any other event or circumstance, the activities of the Borrower or any Affiliate of the Borrower contemplated hereby may reasonably be expected to cause the Borrower or any of its respective Affiliates to suffer materially adverse regulatory, accounting or tax consequences;

(xiv) any material adverse change in the operations of the Servicer, Regional Management, the Borrower or any other event which materially affects the ability of the Servicer, Regional Management or the Borrower to either collect the Receivables or to perform its obligations under any Basic Document to which it is a party;

(xv) the IRS shall file notice of a Lien pursuant to Section 6323 of the Code with regard to any assets of the Borrower or Regional Management and such lien shall not have been released within five (5) Business Days after the earlier of the Borrower or Regional Management having actual knowledge thereof or written notice thereof from the Administrative Agent or any Lender, or the Pension Benefit Guaranty Corporation shall file notice of a Lien pursuant to Section 4068 of ERISA or under Section 430(k) of the Code with regard to any of the assets of the Borrower or Regional Management and such Lien shall not have been released or stayed within 30 days after the earlier of the Borrower or Regional Management having actual knowledge thereof or written notice thereof from the Administrative Agent or any Lender;

(xvi) the Administrative Agent shall fail for any reason to have a first priority perfected security interest in any material portion of the Collateral (subject to Permitted Liens), which failure shall continue for five (5) Business Days after the earlier of the Borrower or the Servicer having actual knowledge thereof or the Borrower or the Servicer having received written notice thereof from the Administrative Agent or any

Lender;

(xvii) a Change in Control shall occur;

(xviii) except as permitted under this Agreement with respect to the Servicer, the Servicer, Regional Management or the Borrower shall enter into any transaction or merger whereby it is not the surviving entity or the Borrower shall enter into any merger;

(xix) an event of default occurs under any agreement of any Regional Management Entity in connection with any Indebtedness of \$50,000 or more (in the case of the Borrower), or \$7,500,000 or more (in the case of Regional Management or any of its Subsidiaries other than the Borrower) and such Indebtedness is accelerated by the requisite holders of such Indebtedness;

(xx) the Regional Management Entities (individually and in the aggregate) shall have one or more final nonappealable judgments entered against it by a court of competent jurisdiction, enter into one or more settlements or have a penalty or fine assessed against it by any Governmental Authority, in excess of, in the aggregate, \$13,500,000 and, in the case of the Borrower, \$50,000; or

(xxi) any Basic Document shall cease to be in full force and effect (other than in accordance with its terms) or any Regional Management Entity shall so assert in writing or otherwise seek to terminate or disaffirm its obligations under any Basic Document.

(b) Upon the occurrence of any Event of Default, the Administrative Agent shall, at the request of the Required Lenders, by notice to the Borrower (with a copy to the Securities Intermediary), declare the Maturity Date to have occurred, without demand, protest or future notice of any kind, all of which are hereby expressly waived by the Borrower, and, upon such declaration, the Loans and all other amounts owing by the Borrower under this Agreement shall be accelerated and become immediately due and payable; provided, that in the event that an Event of Default described in Section 10.01(a)(ii) or 10.01(a)(viii) has occurred, the Maturity Date shall automatically occur, without demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

(c) Upon the occurrence of an Event of Default, the Revolving Period shall terminate and no further Loans will be made.

Section 10.02. Actions Upon Declaration or the Automatic Occurrence of the Maturity Date

. Upon the declaration or the automatic occurrence of the Maturity Date, the Administrative Agent shall, at the direction of the Required Lenders, exercise in respect of the Collateral, in addition to any and all other rights and remedies otherwise available to it, including rights available hereunder and the rights and remedies of a secured party upon default under the UCC (such rights and remedies to be cumulative and nonexclusive), and, in addition, the Administrative Agent shall, at the direction of the Required Lenders, take the following remedial actions:

(a) The Administrative Agent may, without notice to the Borrower except as required by Applicable Law and at any time or from time to time, charge, set-off and otherwise apply all or any part of the Loans Outstanding, any Interest accrued thereon and or any other amount due and owing to any Secured Party against amounts payable to the Borrower from the Accounts or any part of such Accounts in accordance with and subject to the priorities required by Section 2.08.

(b) The Administrative Agent may take any action permitted under the Basic Documents and may exercise at the Borrower's sole expense any and all rights and remedies of the Borrower under or in connection with the Collateral, including directing that Collections be deposited into an account specified by the Administrative Agent (acting at the direction of the Required Lenders) (rather than to the Collection Account).

(c) Consistent with the rights and remedies of a secured party under the UCC (and except as otherwise required by the UCC), the Administrative Agent may, without notice except as specified below, foreclose on the Collateral or any part of the Collateral, solicit and accept bids for and sell the Collateral or any part of the Collateral in one or more parcels at public or private sale, at any exchange, broker's board or at the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable and the Administrative Agent shall apply the proceeds from the sale of the Collateral to any amounts payable by the Borrower with respect to the Obligations in accordance with the priorities required by Section 2.08. Notwithstanding the foregoing, the Administrative Agent may not sell or otherwise liquidate the Collateral or any part of the Collateral, at the direction of the Required Lenders following an Event of Default, other than an Event of Default described in Section 10.01(a)(i) or 10.01(a)(ii), unless: (A) 66 2/3% of the Lenders consent thereto, (B) the proceeds of such sale or liquidation will be sufficient to pay in full the Loans Outstanding and all accrued but unpaid interest on such Loans Outstanding or (C) the Administrative Agent determines that the Collateral will not continue to provide sufficient funds for the payment of principal and interest on the Loans as they would have become due if the Loans had not been declared immediately due and payable, and the Administrative Agent obtains the consent of the Required Lenders. The Borrower agrees that, to the extent notice of sale shall be required by Applicable Law, at least seven (7) Business Days' notice to the Borrower (with a copy to each Secured Party) of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed for such sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Every such sale shall operate to divest all right, title, interest, claim and demand whatsoever of the Borrower in and to the Collateral so sold, and shall be a perpetual bar, both at law and in equity, against the Borrower or any Person claiming the Collateral sold through the Borrower and its successors or assigns.

(d) Upon the completion of any sale under Section 10.02(c), the Borrower will deliver or cause to be delivered all of the Collateral sold to the purchaser or

purchasers at such sale on the date of sale, or within a reasonable time thereafter if it shall be impractical to make immediate delivery, but in any event full title and right of possession to such property shall pass to such purchaser or purchasers forthwith upon the completion of such sale. Nevertheless, if so requested by the Administrative Agent or by any purchaser, the Borrower shall confirm any such sale or transfer by executing and delivering to such purchaser all proper instruments of conveyance and transfer and release as may be designated in any such request.

(e) At any sale under Section 10.02(c), Regional Management or any Secured Party may bid for and purchase the property offered for sale and, upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor. Any Secured Party purchasing property at a sale under Section 10.02(c) may set off the purchase price of such property against amounts owing to such Secured Party in full payment of such purchase price up to the full amount owing to such Secured Party.

(f) The Administrative Agent (acting at the direction of the Required Lenders) may direct the Servicer to direct Collections to an account other than the Lockbox (if applicable) or the Collection Account. The Administrative Agent and the Servicer agree to cooperate in good faith to provide the Servicer access to the information relating to the Collections deposited into such account in order for the Servicer to perform its related duties hereunder.

Section 10.03. Exercise of Remedies

. No failure or delay on the part of the Administrative Agent to exercise any right, power or privilege under this Agreement and no course of dealing between the Borrower or the Servicer, on the one hand, and the Administrative Agent, any Agent or Secured Party, on the other hand, shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies expressly provided in this Agreement are cumulative and not exclusive of any rights or remedies which the Secured Parties would otherwise have pursuant to Applicable Law or equity. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the other party to any other or further action in any circumstances without notice or demand.

Section 10.04. Waiver of Certain Laws

. The Borrower agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force in any locality where any Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and the Borrower, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such Applicable Laws,

and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclose the security interests granted in this Agreement may sell the Collateral as an entirety or such parcels as the Administrative Agent or such court may determine.

Section 10.05. Power of Attorney

. The Borrower hereby irrevocably appoints the Administrative Agent its true and lawful attorney (with full power of substitution) in its name, place and stead and at its expense, upon the occurrence and during the continuance of an Event of Default and deemed occurrence or declaration of the Maturity Date pursuant to Section 10.01(b), in connection with the enforcement of the rights and remedies provided for in this Article, including (i) to give any necessary receipts or acquittance for amounts collected or received hereunder, (ii) to make all necessary transfers of the Collateral in connection with any sale or other disposition made pursuant hereto, (iii) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, the Borrower thereby ratifying and confirming all that such attorney (or any substitute) shall lawfully do hereunder and pursuant hereto and (iv) to sign any agreements, orders or other documents in connection with or pursuant to any Basic Document. Nevertheless, if so requested by the Administrative Agent, directly or through a purchaser of any of the Collateral, the Borrower shall ratify and confirm any such sale or other disposition by executing and delivering to the Administrative Agent or such purchaser all proper bills of sale, assignments, releases and other instruments as may be designated in any such request.

ARTICLE 11

INDEMNIFICATION

Section 11.01. Indemnities by the Borrower

. Without limiting any other rights which the Administrative Agent, each Agent, each Lender or its assignee, the Backup Servicer, the Securities Intermediary or any of their respective Affiliates may have hereunder or under Applicable Law, the Borrower hereby agrees to indemnify, protect, defend and hold harmless each such entity (each in its capacity as such and in its individual capacity) and each of their respective Affiliates and officers, directors, employees and agents thereof (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all damages, losses, claims, liabilities and related costs and expenses, including reasonable attorneys’ fees, expenses and disbursements (collectively, the “Indemnified Amounts”) awarded against or incurred by, any such Indemnified Party or other non-monetary damages of any such Indemnified Party in connection with, arising out of or as a result of this Agreement or the other Basic Documents, excluding, however, Indemnified Amounts to the extent resulting from the gross negligence, bad faith or willful misconduct on the part of such Indemnified Party (as determined by a court of competent jurisdiction). Without limiting the foregoing, the Borrower shall indemnify the Indemnified Parties for Indemnified Amounts relating to or resulting from:

- (i) any Receivable represented by the Borrower to be an Eligible Receivable which is not at the applicable time, an Eligible Receivable;
- (ii) reliance on any representation or warranty made or deemed made by the Borrower, the Servicer, any of their respective Affiliates or any of their respective officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;
- (iii) the failure by the Borrower or any other Regional Management Entity to comply with any term, provision or covenant contained in this Agreement or any other Basic Document or a failure by the Borrower or any Regional Management Entity to comply with any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Contract or Receivable, or the non-conformity of any Contract with any such Applicable Law and any failure by the Borrower or any other Regional Management Entity to perform its respective duties under the Contracts and Receivables included as part of the Collateral;
- (iv) the failure to vest and maintain vested in the Administrative Agent a valid and enforceable first priority perfected security interest in any or all of the Collateral, except for Permitted Liens;
- (v) the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Law with respect to the Collateral, whether at the time of a Loan or at any

subsequent time and as required by the Basic Documents;

(vi) any dispute, claim, offset or defense (other than the discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Receivable comprising a portion of the Collateral which is, or is purported to be, an Eligible Receivable (including a defense based on the Receivable not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms);

(vii) any failure by the Borrower or the Servicer to perform its duties or obligations in accordance with the provisions of this Agreement;

(viii) any products liability claim or personal injury or property damage suit or other similar or related claim or action of whatever sort arising out of or in connection with any Receivable;

(ix) the failure by the Borrower to pay when due any Taxes for which the Borrower is liable, including sales, excise or personal property taxes payable in connection with the Collateral;

(x) any repayment by any Agent or a Secured Party of any amount previously distributed in reduction of the Loans Outstanding or payment of Interest, any obligation or any other amount due hereunder or under any Hedging Agreement, in each case which amount such entity believes in good faith is required to be repaid;

(xi) any litigation, proceeding or investigation (a) before any Governmental Authority (1) in respect of any Contract or Receivable, (2) relating to the use of the proceeds of the Loan or (3) related to this Agreement (A) that is not commenced by the Indemnified Party or (B) if so commenced, in which such Indemnified Party is not the prevailing party; provided, that no Indemnified Party shall be entitled to any indemnification for any item described in this clause resulting from such Indemnified Party's gross negligence or willful misconduct or (b) relating to or arising from the Basic Documents, the transactions contemplated hereby and thereby, the use of proceeds of the Loans by the Borrower or any other investigation, litigation or proceeding relating to the Borrower or the Servicer in which any Indemnified Party becomes involved as a result of any of the transactions contemplated by the Basic Documents;

(xii) the use of the proceeds of any Loan;

(xiii) any failure by the Borrower to give reasonably equivalent value to Regional Management in consideration for the transfer by Regional Management to the Borrower of any of the Receivables and the related Collateral or any attempt by any Person to void or otherwise avoid any such transfer under any statutory provision or common law or equitable action, including any provision of any Insolvency Law;

(xiv) the failure of the Borrower to remit to the Servicer Collections remitted to the Borrower in accordance with the terms hereof or the commingling by the Borrower of any Collections with other funds;

(xv) all reasonable and documented fees, costs and expense (including reasonable legal fees and expenses) incurred by any Lender, their respective Credit Providers or the Administrative Agent in connection with entering into or giving or withholding any amendments or supplements or waivers or consents (including review and analysis thereof) with respect to the Basic Documents or any other document or instrument delivered pursuant hereto or thereto (whether or not the same is finally agreed to) if the same is requested by the Borrower or the Servicer, or is required or necessary under the Basic Documents; or

(xvi) any and all civil penalties or fines assessed by OFAC against, and all reasonable costs and expenses (including attorneys' fees and disbursements) incurred in connection with the defense thereof by any Indemnified Party as a result of funding all or any portion of the Loan or the acceptance of payments or of Collateral due under the Basic Documents.

Any amounts subject to the indemnification provisions of Section 11.01 payable by the Borrower shall be paid solely pursuant to the provisions of Section 2.08 in the order and priority set forth therein.

Section 11.02. Indemnities by the Servicer

. Without limiting any other rights which the Indemnified Parties may have hereunder or under Applicable Law, the Servicer hereby agrees to indemnify the Indemnified Parties from and against any and all Indemnified Amounts awarded against or incurred by, any such Indemnified Party or other non-monetary damages of any such Indemnified Party relating to or arising from any of the following, excluding, however, Indemnified Amounts to the extent resulting from the gross negligence, bad faith or willful misconduct on the part of any Indemnified Party:

(i) reliance on any representation or warranty made or deemed made by the Borrower, the Servicer, any of their respective Affiliates or any of their respective officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;

(ii) the failure by the Servicer to comply with (a) any term, provision or covenant contained in this Agreement or any other Basic Document or (b) any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Receivable, the non-conformity of any Receivable with any such Applicable Law and any failure by the Originator to perform its respective duties under the Receivables or (c) any Applicable Law in the operation of Regional Management;

(iii) any failure by the Servicer to perform any of its other duties or obligations in accordance with the provisions of this Agreement or any of the other Basic Documents;

(iv) the failure to vest and maintain vested in the Administrative Agent a valid and enforceable first priority perfected security interest in the Collateral;

(v) the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Laws with respect to the Collateral, whether at the time of a Loan or at any subsequent time and as required by the Basic Documents;

(vi) any litigation, proceeding or investigation (a) before any Governmental Authority (1) in respect of any Receivable included as part of the Collateral, (2) relating to the use of the proceeds of the Loan or (3) related to this Agreement (A) that is not commenced by the Indemnified Party or (B) if so commenced, in which such Indemnified Party is not the prevailing party; provided, that no Indemnified Party shall be entitled to any indemnification for any item described in this clause resulting from such Indemnified Party's gross negligence or willful misconduct or (b) relating to or arising from the Basic Documents, the transactions contemplated hereby and thereby, the use of proceeds of the Loan by the Servicer or any other investigation, litigation or proceeding relating to the Borrower or the Servicer in which any Indemnified Party becomes involved as a result of any of the transactions contemplated by the Basic Documents;

(vii) entering into or giving or withholding any amendments or supplements or waivers or consents (including review and analysis thereof) with respect to the Basic Documents or any other document or instrument delivered pursuant hereto or thereto (whether or not the same is finally agreed to) if the same is requested by the Servicer, or is required or necessary under the Basic Documents;

(viii) any and all civil penalties or fines assessed by OFAC against, and all reasonable costs and expenses (including attorneys' fees and disbursements) incurred in connection with the defense thereof by any Indemnified Party as a result of funding all or any portion of the Loan or the acceptance of payments or of Collateral due under the Basic Documents; or

(ix) the commingling by the Servicer of any Collections with other funds.

Any amounts subject to the indemnification provisions of Section 11.01 payable by the Servicer, to the extent not promptly paid by the Servicer, shall be paid pursuant to the provisions of Section 2.08.

Section 11.03. General Indemnity Provisions

. Notwithstanding the foregoing, in no event shall any Indemnified Party be indemnified against Excluded Taxes, any other Taxes for which the Borrower was required to indemnify a Secured Party pursuant to Section 2.14 or, except as otherwise provided herein, (i) nonpayment by an Obligor of an amount due and payable with respect to a Contract or (ii) any loss in value of any Permitted Investment due to changes in market conditions or for other reasons beyond the control of the Borrower or the Servicer.

The indemnities expressly provided in this Article are cumulative and not exclusive of any rights or remedies which the Indemnified Parties would otherwise have pursuant to law or equity.

For the avoidance of doubt, Indemnified Amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any dispute, action, claim or suit) brought by an Indemnified Party of any indemnification or other obligation of the indemnifying party or other Person.

Section 11.04. Applicability and Survival

. The foregoing indemnities shall apply whether or not liabilities and costs set forth above are in any way or to any extent owed, in whole or in part, under any claim or theory of strict liability. The provisions of this Article shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

ARTICLE 12

THE ADMINISTRATIVE AGENT AND THE AGENTS

Section 12.01. Authorization and Action.

(a) Each Lender and each Secured Party (other than the Administrative Agent) hereby designates and appoints Regions Bank (and Regions Bank accepts such designation and appointment) as Administrative Agent hereunder, and authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms of this Agreement together with such powers as are reasonably incidental thereto. In performing its functions and duties hereunder, the Administrative Agent shall act solely as agent for the Secured Parties and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Borrower or any of its successors or assigns. The Administrative Agent shall not be required to take any action which exposes it to personal liability or which is contrary to this Agreement or Applicable Law. The appointment and authority of the Administrative Agent hereunder shall terminate on the Facility Termination Date.

(b) Each Lender hereby irrevocably designates and appoints the related Agent as the agent of such Lender under this Agreement, and each such Lender irrevocably authorizes such Agent, as the agent for such Lender, to take such action on its behalf under the provisions of the Basic Documents and to exercise such powers and perform such duties thereunder as are expressly delegated to such Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto.

(c) Notwithstanding any provision to the contrary elsewhere in this Agreement, neither the Administrative Agent nor any Agent (the Administrative Agent and each Agent being referred to in this Article as an “Agent”) shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Administrative Agent or any Agent.

(d) The Administrative Agent shall promptly distribute to each Agent (if such Agent or the Lender in its Lender Group are not otherwise required to receive such notice), who shall promptly distribute to each related Lender (if such Lender is not otherwise required to receive such notice) all notices, requests for consent and other information received by the Administrative Agent under this Agreement that are not also delivered to the Lenders.

(e) The Administrative Agent shall promptly notify all Lenders in writing of any proposed consent, waiver, approval, vote or other action taken or to be taken by the Administrative Agent in such capacity under the Intercreditor Agreement (an “Intercreditor Action”) within one (1) Business Day of the Administrative Agent actually receiving notice thereof, which notice shall include all information delivered to the Administrative Agent in such capacity under the Intercreditor Agreement. Notwithstanding any provision to the contrary in this Agreement or in any other Basic Document, all Intercreditor Actions shall be exercised by the Administrative Agent in such capacity solely at the written direction of the Required Lenders.

For the avoidance of doubt, the terms set forth in this Section 12.01(e) shall not be applicable to any other capacity in which Regions Bank may serve under the Intercreditor Agreement (other than as Administrative Agent for the Secured Parties hereunder), including any action to be taken by Regions Bank in such other capacity under the Intercreditor Agreement.

Section 12.02.Delegation of Duties

. Each Agent may execute any of its duties under any of the Basic Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 12.03.Exculpatory Provisions

. Neither any Agent nor any of its directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement (except for its, their or such Person's own gross negligence or willful misconduct or, in the case of any Agent, the breach of its obligations expressly set forth in this Agreement) or (ii) responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower, the Servicer, Regional Management or the Backup Servicer contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement or any other Basic Document to which it is a party for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article Four. No Agent shall be under any obligation to any Secured Party to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement, or to inspect the properties, books or records of the Borrower. No Agent shall be deemed to have knowledge or notice of the occurrence of any breach of this Agreement or the occurrence of any Event of Default, Unmatured Event of Default, Facility Amortization Event or Servicer Termination Event unless it has received written notice thereof from the Borrower, the Servicer or a Secured Party.

Section 12.04.Reliance.

(a) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, written statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Agent), independent accountants and other experts selected by such Agent.

(b) Each Agent shall be fully justified in failing or refusing to take any action under any of the Basic Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by, in the case of (i) the Administrative Agent, the Lenders or by the Committed Lenders or (ii) an

Agent, the Lenders or by the Committed Lenders in its Lender Group, against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

(c) The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of the Required Lenders (or their Agents), and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lenders.

(d) Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of (i) Owners in its Lender Group having Invested Percentages aggregating greater than 50% of the aggregate Invested Percentages of all Owners in such Lender Group and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 50% of the aggregate Commitments of all Committed Lenders in such Lender Group, and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lender in such Lender Group.

(e) In the event the Administrative Agent receives notice of the occurrence of any breach of this Agreement or the occurrence of any Event of Default, Unmatured Event of Default, Facility Amortization Event or Servicer Termination Event from the Borrower, the Servicer or any Lender, referring to this Agreement and describing such event, it shall promptly give notice thereof to each Agent, and in the event any Agent receives such a notice, it shall promptly give notice thereof to the Lenders in its Lender Group. The Administrative Agent shall take such action with respect to such event as shall be reasonably directed by the Required Lenders, and each Agent shall take such action with respect to such event as shall be reasonably directed by (i) Owners in its Lender Group having Invested Percentages aggregating greater than 50% of the aggregate Invested Percentages of all Owners in such Lender Group and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 50% of the aggregate Commitments of all Committed Lenders in such Lender Group; provided that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such event as it shall deem advisable in the best interests of the Lenders or of the Lenders in its Lender Group, as applicable.

Section 12.05. Non-Reliance on Administrative Agent and Other Lenders

. Each Lender expressly acknowledges that no Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of the Borrower, Regional Management, the Servicer, any Originator or the Backup Servicer shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer and the Receivables and made its own decision to purchase its interest in the

Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis, appraisals and decisions in taking or not taking action under any of the Basic Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer and the Receivables. Except for notices, reports and other documents received by an Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer or the Receivables which may come into the possession of such Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

Section 12.06. Indemnification

. The Committed Lenders (i) agree to indemnify the Administrative Agent in its capacity as such (without limiting the obligation (if any) of the Borrower or the Servicer to reimburse the Administrative Agent for any such amounts), ratably according to their respective Commitments (or, if the Commitments have terminated, Invested Percentages of the Loans Outstanding) and (ii) in each Lender Group agree to indemnify the Agent for such Lender Group in its capacity as such (without limiting the obligation (if any) of the Borrower and the Servicer to reimburse such Agent for any such amounts), ratably according to their respective Commitments (or, if the Commitments have terminated, Invested Percentages of the Loans Outstanding), in each case from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including at any time following the payment of the obligations under this Agreement, including the Loans Outstanding) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of this Agreement, or any documents contemplated by or referred to herein or the transactions contemplated hereby or any action taken or omitted by the Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of an Agent resulting from its own gross negligence or willful misconduct. The provisions of this Section shall survive the payment of the Obligations under this Agreement, including the Loans Outstanding, the termination of this Agreement, and any resignation or removal of the applicable Agent.

Section 12.07. Each Agent in its Individual Capacity

. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower and any other party to a Basic Document as though it were not an Agent hereunder. In addition, the Lenders acknowledge that one or more Persons which are Agents may act (i) as administrator, sponsor or agent for one or more Conduit Lenders and in such capacity act and may continue to act on behalf of each such Conduit Lender in connection with its business, and (ii) as the agent for certain financial institutions under the liquidity and credit enhancement agreements relating to this Agreement to which any one or more Conduit Lenders is party and in various other capacities relating to the business of any such

Conduit Lender under various agreements. Any such Person, in its capacity as Agent, shall not, by virtue of its acting in any such other capacities, be deemed to have duties or responsibilities hereunder or be held to a standard of care in connection with the performance of its duties as an Agent other than as expressly provided in this Agreement. Any Person which is an Agent may act as an Agent without regard to and without additional duties or liabilities arising from its role as such administrator or agent or arising from its acting in any such other capacity. None of the provisions to this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 12.08. Successor Agents

. The Administrative Agent may resign as Administrative Agent upon ten days' written notice to the Lenders, each Agent and the Borrower with such resignation becoming effective upon a successor agent succeeding to the rights, powers and duties of the Agent pursuant to this Section. If the Administrative Agent shall resign as Administrative Agent under this Agreement, then the Required Lenders shall appoint a successor administrative agent, which may be a lender. Any Agent may resign as Agent upon ten days' notice to the Lenders in its Lender Group, the Administrative Agent and each other Agent and the Borrower with such resignation becoming effective upon a successor agent succeeding to the rights, powers and duties of the Agent pursuant to this Section. If an Agent shall resign as Agent under this Agreement, then (i) Owners in its Lender Group having Invested Percentages aggregating greater than 50% of the aggregate Invested Percentages of all Owners in such Lender Group, and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 50% of the aggregate Commitments of all Committed Lenders in such Lender Group shall appoint from among the Committed Lenders (other than the Conduit Lenders) in such Lender Group a successor agent for such Lender Group. Any successor administrative agent or agent shall succeed to the rights, powers and duties of resigning Agent, and the term "Administrative Agent" or "Agent," as applicable, shall mean such successor administrative agent or agent effective upon its appointment, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement. After the retiring Agent's resignation as Agent, the provisions of this Article shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

Section 12.09. Borrower, Servicer Reliance

. For all purposes under this Agreement, the Borrower and the Servicer may conclusively rely on written consent, approval or waiver from the Administrative Agent as consent, approval or waiver, respectively, of the Required Lenders.

Section 12.10. Erroneous Distribution.

(a) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment is due to the Administrative Agent for the account of the

Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due.

(b) With respect to any payment that the Administrative Agent makes for the account of the Lenders hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the “Rescindable Amount”): (i) the Borrower has not in fact made such payment; (ii) the Administrative Agent has made a payment in excess of the amount so paid by the Borrower (whether or not then owed); or (iii) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender, in immediately available funds.

Section 12.11. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Agents and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of

and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

In addition, unless either (1) clause (a)(i) above is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with clause (a)(iv) above, such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Agents and not, for the avoidance of doubt, to or for the benefit of Borrower, that the Agents are not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Agents under this Agreement, any Basic Document or any documents related hereto or thereto).

ARTICLE 13

ASSIGNMENTS; PARTICIPATIONS

Section 13.01. Assignments and Participations.

(a) [Reserved].

(b) Each Lender may upon at least ten days' notice (or in the case of an assignment to an Eligible Assignee satisfying clause (ii) of the definition of the term "Eligible Assignee", prompt notice following such assignment) to the Administrative Agent and the Agents, assign to one or more banks or other entities all or a portion of its rights and obligations under this Agreement; provided, however, that (i) each such assignment shall be of a constant, and not a varying percentage of all of the assigning Lender's rights and obligations under this Agreement, (ii) the amount of the Commitment of the assigning Lender being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than the lesser of (A) \$5,000,000 or an integral multiple of \$1,000,000 in excess of that amount (except in the case of an assignment to an Eligible Assignee satisfying clause (ii) of the definition of the term "Eligible Assignee") and (B) the full amount of the assigning Lender's Commitment, (iii) each such assignment shall be to an Eligible Assignee and in the case of an assignment by a Committed Lender at any time its Commitments remain outstanding, such Eligible Assignee shall agree to the Commitment of such Committed Lender hereunder, (iv) the parties to each such assignment shall execute and deliver to the Administrative Agent and the Agent for the related Group an Assignment and Acceptance, together with a processing and recordation fee of \$3,500 or such lesser amount as shall be approved by the Administrative Agent (provided that in the case of an assignment to an Eligible Assignee satisfying clause (ii) of the definition of the term "Eligible Assignee", such recordation fee shall not apply), (v) the parties to each such assignment shall have agreed to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including the reasonable fees and disbursements of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with such assignment, (vi) each Person that becomes a Lender under an Assignment and Acceptance shall agree to be bound by the confidentiality provisions of Article Fourteen and (vii) there shall be no increased costs, expenses or Taxes incurred by the Administrative Agent or the Lenders upon assignment or participation. Upon such execution, delivery and acceptance and the recording by the Administrative Agent, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified therein, (i) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (ii) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(c) By executing and delivering an Assignment and Acceptance, the Lender assignor

thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assignee confirms that it has received a copy of this Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) such assignee will, independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (iv) such assigning Lender and such assignee confirm that such assignee is an Eligible Assignee; (v) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) The Administrative Agent, for the benefit of the Borrower, shall maintain at its United States address referred to herein a copy of each Assignment and Acceptance delivered to and accepted by it pursuant to Section 13.01(b) and a register for the recordation of the names and addresses of each Lender, the Commitment of each Lender Group and the Principal Amount (and stated interest thereon) of each Loan made by each Lender Group from time to time (the "Lender Register"). The entries in the Lender Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower and the Lenders shall treat each Person whose name is recorded in the Lender Register as a Lender hereunder for all purposes of this Agreement. The Lender Register shall be promptly available for inspection by the Backup Servicer, the Securities Intermediary, any Agent or Lender at any reasonable time and from time to time upon reasonable prior notice. Neither the Backup Servicer nor the Securities Intermediary shall be responsible for independently determining whether any Person is a Lender or if the required percentage of Lenders constituting the Required Lenders has been met in connection with any action or omission by any of such Persons hereunder. For all purposes hereunder or under any other Basic Document, the Backup Servicer and the Securities Intermediary shall be entitled to rely conclusively, without investigation, on the Lender Register, or other written statements of the Administrative Agent, to determine whether (i) any Person is a Lender or (ii) the required percentage of Lenders constituting the Required Lenders has been met in connection with any such action or omission.

(e) Upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed, accept such Assignment and Acceptance, and the Administrative Agent shall then record the information contained therein in the Lender Register.

(f) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement (including all or a portion of its

Commitment and each Loan owned by it); provided, however, that (i) such Lender's obligations under this Agreement (including its Commitment hereunder) shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Administrative Agent, each Agent, the other Lenders and the other parties hereto shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Notwithstanding anything herein to the contrary, each participant shall have the rights of a Lender (including any right to receive payment) under Sections 2.13 and 2.14; provided, however, that no participant shall be entitled to receive payment under either such Section in excess of the amount that would have been payable under such Section by the Borrower to the Lender granting its participation had such participation not been granted, and no Lender granting a participation shall be entitled to receive payment under either such Section in an amount which exceeds the sum of (1) the amount to which such Lender is entitled under such Section with respect to any portion of any Loan owned by such Lender which is not subject to any participation plus (2) the aggregate amount to which its participants are entitled under such Sections with respect to the amounts of their respective participations. With respect to any participation described in this Section, the participant's rights as set forth in the agreement between such participant and the applicable Lender to agree to or to restrict such Lender's ability to agree to any modification, waiver or release of any of the terms of this Agreement or to exercise or refrain from exercising any powers or rights which such Lender may have under or in respect of this Agreement shall be limited to the right to consent to any of the matters set forth in Section 15.01(b). Notwithstanding anything in the foregoing to the contrary, no Lender may sell a participation to any other person without first sending written notice to the Borrower informing it of such Lender's intention to make such sale, including the name of the proposed participant.

(g) Each Lender that sells a participation shall maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any Commitment or Loan, letter of credit or its other obligations under this Agreement) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or as reasonably necessary for the Borrower, the Servicer or the Administrative Agent to comply with their respective withholding and reporting obligations under FATCA. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, neither the Administrative Agent (in its capacity as Administrative Agent) nor any Agent (in its capacity as Agent) shall have any responsibility for maintaining a Participant Register.

(h) Nothing herein shall prohibit any Lender from pledging or assigning as collateral any of its rights under this Agreement to (i) any Federal Reserve Bank or any other Governmental Authority in accordance with Applicable Law, (ii) any Lender, any Agent or the Administrative Agent or any Affiliate thereof in connection with any financing or repurchase agreement entered into by such Lender or (iii) a collateral trustee or security agent for holders of

commercial paper and, in each case, any such pledge or Collateral assignment may be made without compliance with Section 13.01(b). Furthermore, nothing herein shall prohibit or limit the ability of any Conduit Lender to sell or assign all or any portion of its Loans (or interests therein) to its Credit Providers (or to an agent on its or their behalf) pursuant to Liquidity Facilities with respect to such Conduit Lender.

(i) Notwithstanding the foregoing, the Conduit Lenders in any Lender Group may assign their rights, obligations and interests related to any Loan to any other Conduit Lender in such Conduit Lender's Lender Group without providing any notice to the Borrower or the Administrative Agent and without providing any Assignment and Acceptance to the Administrative Agent. Each Agent shall maintain a register for the recordation of the Commitment of each Lender in its Lender Group and the Principal Amount (and stated interest thereon) of each Loan made by each Lender in its Lender Group from time to time (the "Group Register") and shall update its Group Register to reflect any assignments described in the immediately preceding sentence. Upon its receipt of an Assignment and Acceptance executed by an assigning Conduit Lender and an assignee Conduit Lender pursuant to Section 13.01(b), the Agent for such Conduit Lenders' Lender Group shall accept such Assignment and Acceptance and such Agent shall then record the information contained therein in the Group Register. The Agent of each Lender Group shall keep records of the Loans held by each member of its Lender Group and shall provide notice thereof to the Administrative Agent or the Borrower upon request.

ARTICLE 14

MUTUAL COVENANTS REGARDING CONFIDENTIALITY

Section 14.01. Covenants of the Borrower, the Servicer and the Backup Servicer

. Each of the Borrower, the Servicer and the Backup Servicer, severally and with respect to itself only, covenants and agrees to hold in confidence, and not disclose to any Person, the terms of this Agreement (including any fees payable in connection with this Agreement or the identity of the Lenders under this Agreement), except as the Administrative Agent or any such Lender may have consented to in writing prior to any proposed disclosure and except that it may disclose such information (i) to its Advisors, officers, directors, employees, lenders, investors, potential investors, agents, auditors, subservicers or representatives, (ii) to the extent such information has become available to the public other than as a result of a disclosure by or through the Borrower, the Servicer or the Backup Servicer, (iii) to Computershare or its Affiliates or (iv) to the extent it should be (a) required by Applicable Law (including filing a copy of this Agreement and the other Basic Documents (other than any fee related letters)) as exhibits to filings required to be made with the SEC, or in connection with any legal or regulatory proceeding, (b) requested by any Governmental Authority to disclose such information or (c) requested by any nationally recognized statistical rating organization; provided, that, in the case of clause (iv)(a), the Borrower, the Servicer and the Backup Servicer, as applicable, will (unless otherwise prohibited by Applicable Law) notify the Administrative Agent and the Lenders of its intention to make any such disclosure prior to making such disclosure. The provisions of this Section 14.01 shall survive for two years following the termination of this Agreement.

Section 14.02. Covenants of the Administrative Agent, the Agents, the Lenders and the Backup Servicer.

(a) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer covenants and agrees that it will not disclose any of the Confidential Information now or hereafter received or obtained by it without the Borrower's prior written consent; provided, however, that it may disclose any such Confidential Information (i) in connection with participations and assignments pursuant to Section 13.01, including to potential third party participants and assignees, (ii) to those of its officers, directors, employees, lenders, potential lenders, investors, potential investors, dealers, hedge counterparties, potential counterparties, agents, counsel, accountants, auditors, subservicers, Advisors or representatives directly involved in the transactions contemplated by the Basic Documents who need to know such information for the purpose of assisting it in connection with the transactions contemplated by the Basic Documents or the financing thereof (provided, for so long as no Event of Default or Facility Amortization Event has occurred and is continuing, the Collection Policy shall not be disclosed to such person if such person is a Direct Competitor), (iii) to any nationally recognized statistical rating organization (within the meaning of the Exchange Act), including in compliance with Rule 17g-5 thereunder (or any similar rule or regulation in any relevant jurisdiction) or that is then rating the commercial paper notes issued by or on behalf of a Conduit Lender or other debt obligations of a Conduit Lender or its Affiliates, (iv) to any hedge counterparty and (v) to the extent it should be (a) required by Applicable Law (including filing a copy of this Agreement and the other Basic Documents (other than any fee related letters)) as exhibits to filings required

to be made with the SEC, or in connection with any legal or regulatory proceeding or (b) requested by any Governmental Authority to disclose such information; provided, that, in the case of clause (v)(a), the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer, as applicable, will use all reasonable efforts to request that confidentiality is maintained and to use reasonable efforts to, unless otherwise prohibited by Applicable Law, promptly notify the Borrower of its intention to make any such disclosure. Confidential Information may not be provided to prospective participants or assignees before the execution of an Assignment and Acceptance, unless such Confidential Information is covered under a separate confidentiality agreement between the assigning Lender and such prospective participant or assignee.

(b) Each of the Backup Servicer and any Successor Servicer acknowledges and understands that the Confidential Information may contain “nonpublic personal information” as that term is defined in Section 6809(4) of the Gramm-Leach-Bliley Act (the “Act”), and each of the Backup Servicer and any Successor Servicer, and each of its employees, Affiliates, directly involved in the transaction contemplated by the Basic Documents, agrees that it (i) shall comply with applicable laws and regulations regarding the privacy or security of “nonpublic personal information” as that term is defined in Section 509(4) of the Act, (ii) shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the “nonpublic personal information” of the “customers” and “consumers” (as those terms are defined in the Act) of the Regional Management Entities which party may hold, (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information, (iii) shall promptly notify the Regional Management Entities in writing upon becoming aware of any actual breach of the security, confidentiality, or integrity of nonpublic personal information received hereunder, and (iv) shall maintain such nonpublic personal information received hereunder in accordance with the Act and other applicable federal and state privacy laws.

(c) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer agrees that it will advise its Affiliates to whom it provides Confidential Information of the confidential nature of such information and that it shall direct its Affiliates to comply with the terms of this Article Fourteen applicable to the Administrative Agent, each Agent, each Lender, the Backup Servicer or any Successor Servicer as applicable.

(d) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer acknowledges and agrees that any Confidential Information provided to it, in whatever form, is the sole property of the Borrower and Regional Management. Neither such Person nor its Affiliates or Advisors shall use any of the Confidential Information now or hereafter received or obtained from or through the Borrower, Regional Management or any of their respective Affiliates for any purpose other than for purposes of engaging in, or as otherwise contemplated by, the transactions contemplated by the Basic Documents. The Administrative Agent, each Lender, the Backup Servicer and any Successor Servicer agree that if the Borrower and/or Regional Management should request in writing that it destroy or return the Confidential Information, it shall, at its option, return or destroy such Confidential Information; provided that it shall be permitted to retain only that portion of the Confidential Information, in accordance with the confidentiality obligations specified in this Agreement, that is necessary (i) for purposes

of documenting any due diligence review performed by it in connection with this Agreement and (ii) to comply with any Applicable Laws or the internal document retention policies of the Administrative Agent, any Agent, any Lender, the Backup Servicer or any Successor Servicer.

(e) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer acknowledges that all Confidential Information is considered to be proprietary and of competitive value, and in many instances trade secrets. Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer agrees that because of the unique nature of the Confidential Information any breach of this Agreement may cause the Borrower, Regional Management and their respective Affiliates irreparable harm and money damages and other remedies available at law in the event of a breach may not be adequate to compensate the Borrower, Regional Management and their Affiliates for any such breach. Accordingly, each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer acknowledges and agrees that the Borrower, Regional Management and their respective Affiliates shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance, as a remedy for any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available to the Borrower, Regional Management and their respective Affiliates whether at law or in equity.

(f) If the Administrative Agent, any Agent, any Lender, the Backup Servicer or any Successor Servicer, or any of their respective Affiliates or Advisors are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information (including the fact that discussions or negotiations took place with respect to the transactions contemplated by the Basic Documents), the related entity shall promptly notify the Borrower and Regional Management in writing (unless such notification is prohibited by Applicable Law) of such requirement so that the Borrower and/or Regional Management, at their sole cost and expense, may seek a protective order or other appropriate remedy. The Administrative Agent, any Agent, each Lender, the Backup Servicer and any Successor Servicer may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that it is legally compelled to disclose; provided that it agrees to use reasonable efforts, at the sole cost and expense of the Borrower and Regional Management, to obtain assurance that confidential treatment will be accorded such Confidential Information by the person or persons to whom it was disclosed.

(g) Notwithstanding the foregoing, it is understood that the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer or their Affiliates may be required to disclose (and may so disclose) the Confidential Information or portions thereof at the request of a Governmental Authority or in connection with an examination of it or its Affiliates by a Governmental Authority, including in connection with the regulator compliance policy of Administrative Agent, any Agent, any Lender, the Backup Servicer and any Successor Servicer. No notice shall be required in connection with any disclosures made pursuant to any request or examination by any Governmental Authority.

(h) It is understood and agreed that no failure or delay by the Servicer, the Borrower, the Backup Servicer, the Successor Servicer, the Administrative Agent, any Agent or any Lender

in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(i) The provisions of this Section 14.02 shall survive for two years following the termination of this Agreement.

Section 14.03. Non-Confidentiality of Tax Treatment and Tax Structure

. Notwithstanding anything to the contrary contained herein or in any document related to the transactions contemplated hereby, in connection with Treasury Regulations Section 1.6011-4, Section 301.6111-1T and Section 301.6112-1, the parties hereby agree that, from the commencement of discussions with respect to the transactions described herein, each party hereto (and each of its employees, representatives, Advisors, Affiliates or agents) is permitted to disclose to any and all persons of any kind, the tax treatment, tax structure and other relevant tax aspects of the transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to each such party related to such treatment, structure and tax aspects. In this regard, each party hereto acknowledges and agrees that this disclosure of the treatment, structure or tax aspects of the transactions is not limited in any way by an express or implied understanding or agreement, oral or written (whether or not such understanding or agreement is legally binding). Furthermore, each party hereto acknowledges and agrees that it does not know or have reason to know that its use or disclosure of information relating to the tax treatment, tax structure or other relevant tax aspects of the transactions is limited in any manner (such as where the transactions are claimed to be proprietary or exclusive) for the benefit of any other Person.

ARTICLE 15

MISCELLANEOUS

Section 15.01. Amendments and Waivers.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Event of Default, Unmatured Event of Default or Facility Amortization Event, regardless of whether the Administrative Agent, any Agent or any Lender may have had notice or knowledge of such Event of Default, Unmatured Event of Default or Facility Amortization Event at the time.

(b) Neither this Agreement nor any provision hereof may be amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Administrative Agent with the consent of the Required Lenders. The Servicer shall provide a copy of each such proposed amendment, waiver or other modification to each Hedge Counterparty and each Rating Agency (if any). Notwithstanding the foregoing, no such agreement shall, without the written consent of each Lender:

(i) amend any provision of Section 2.08,

(ii) amend any provision of Schedule B,

(iii) change any provision of this Section or the definition of “Required Lenders”, “Event of Default,” “Facility Amortization Event” or “Servicer Termination Event”, or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder,

(iv) amend or change the definition of “Advance Rate”, “Borrowing Base”, “Borrowing Base Deficiency”, “Annualized Charge-off Ratio”, “Concentration Limits”, “Level II Trigger Event”, “Level III Trigger Event”, “Monthly Principal Amount”, “Reserve Account Required Amount”, “Senior Interest” or “Subordinate Interest”.

(v) reduce the principal or the rate of interest on the Loans or any fees or other amounts payable hereunder or under any other Basic Document;

provided further, that no such agreement shall amend, modify or otherwise affect the rights or duties of the Securities Intermediary or the Backup Servicer hereunder without the prior written

consent of the Securities Intermediary or the Backup Servicer, as the case may be (which consent shall not be unreasonably withheld or delayed); provided further, that the Fee Letter may only be amended, or rights or privileges thereunder waived, in writing executed by the parties thereto and with the written consent of the Required Lenders.

No amendment, waiver or other modification which could have a material adverse effect on the rights or obligations of any Hedge Counterparty under a Hedging Agreement shall be effective against such Hedge Counterparty without the prior written agreement of such Hedge Counterparty.

(c) Neither this Agreement nor any provision hereof may be waived except pursuant to an agreement or agreements in writing entered into by the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall, without the written consent of each Lender waive any condition set forth in Section 4.01; provided further, that no such agreement shall waive the rights or duties of the Securities Intermediary, the Backup Servicer or the Hedge Counterparty hereunder without the prior written consent of the Securities Intermediary, the Backup Servicer or the Hedge Counterparty, as the case may be.

(d) The Borrower shall promptly deliver to the Securities Intermediary, the Backup Servicer and the Hedge Counterparty an executed copy of any amendment, waiver or modification under this Section. In executing any amendment to this Agreement, the Backup Servicer and the Securities Intermediary shall be entitled to receive (i) an Officer's Certificate of Borrower stating that the execution of such amendment is authorized or permitted by this Agreement and that all conditions precedent thereto have been satisfied, and (ii) written direction from the Borrower and the Administrative Agent (on behalf of the Secured Parties).

(e) All fees, costs and expenses (including reasonable attorneys; fees, costs and expenses) incurred in connection with any amendment, supplement or waiver shall be payable by the Borrower.

Section 15.02. Notices, Etc.

All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including communication by facsimile copy) and e-mailed, mailed, transmitted or delivered, as to each party hereto, at its address set forth under its name on the signature pages hereof or specified in such party's Assignment and Acceptance or at such other address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective, upon receipt, or in the case of notice by (i) mail, five days after being deposited in the United States mail, first class postage prepaid, (ii) e-mail and facsimile copy, when electronic communication of receipt is obtained or (iii) overnight courier, one (1) Business Day after being deposited with such overnight courier service, except that notices and communications pursuant to Article Two shall not be effective until received with respect to any notice sent by mail, telecopier or e-mail.

Section 15.03. No Waiver, Rights and Remedies

. No failure on the part of the Administrative Agent, any Agent or any Secured Party or any assignee of any Secured Party to exercise, and no delay in exercising, any right or remedy

hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

Section 15.04.Binding Effect

. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Servicer, the Backup Servicer, each Agent, the Secured Parties and their respective successors and permitted assigns and, in addition, each Hedge Counterparty shall be an express third-party beneficiary of this Agreement.

Section 15.05.Term of this Agreement

. This Agreement shall remain in full force and effect until the Facility Termination Date; provided, however, that the rights and remedies with respect to any breach of any representation and warranty made or deemed made by the Borrower pursuant to Article Five and the indemnification and payment provisions, including those of Article Eleven, the provisions of Section 15.10 and any other provision of this Agreement expressly stated to survive, shall be continuing and shall survive any termination of this Agreement or the assignment, resignation or removal by or of the applicable parties hereto.

Section 15.06.GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF OBJECTION TO VENUE

. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PROVISIONS (OTHER THAN §§1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). EACH OF THE PARTIES HERETO HEREBY AGREES TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, LOCATED IN THE BOROUGH OF MANHATTAN AND THE FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW YORK IN THE BOROUGH OF MANHATTAN. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER IN ANY OF THE AFOREMENTIONED COURTS AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

Section 15.07.WAIVER OF JURY TRIAL

. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. INSTEAD, ANY SUCH DISPUTE RESOLVED IN

COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

Section 15.08. Costs, Expenses and Taxes.

(a) In addition to the rights of indemnification granted to the Indemnified Parties under Article Eleven, the Borrower agrees to pay on demand all reasonable costs and expenses of each Agent, the Secured Parties, the Backup Servicer and the Securities Intermediary incurred in connection with the administration (including periodic auditing), amendment or modification of, or any waiver or consent issued in connection with, this Agreement, the other Basic Documents and the other documents to be delivered hereunder or in connection herewith, including the reasonable fees and disbursements of counsel for the Administrative Agent, each Agent, the Secured Parties, the Backup Servicer and the Securities Intermediary with respect thereto and with respect to advising such entities as to their respective rights and remedies under this Agreement and the other documents to be delivered hereunder or in connection herewith, and all costs and expenses, if any (including reasonable counsel fees and expenses), incurred by such entities in connection with the enforcement of this Agreement and the other documents to be delivered hereunder or in connection herewith.

(b) Other than with respect to Excluded Taxes, the Borrower shall pay on demand any and all stamp, sales, excise and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement and the other Basic Documents, the other documents to be delivered hereunder or any agreement or other document providing liquidity support, credit enhancement or other similar support to a Lender in connection with this Agreement or the funding or maintenance of the Loan hereunder.

Section 15.09. No Insolvency Proceedings.

(a) Notwithstanding any prior termination of this Agreement, no Secured Party nor the Backup Servicer shall, prior to the date which is one year and one day after the final payment of the Aggregate Unpaid, petition, cooperate with or encourage any other Person in petitioning or otherwise invoke the process of any Governmental Authority for the purpose of commencing or sustaining an Insolvency Proceeding against the Borrower under any United States federal or State Insolvency Laws or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Borrower or any substantial part of its property or ordering the winding up or liquidation of the affairs of the Borrower.

(b) Notwithstanding any prior termination of this Agreement, each party to this Agreement hereby agrees that it shall not institute against, or join any other person in instituting against, any Conduit Lender any Insolvency Proceeding, for one year and one day after the latest maturing Commercial Paper Note and other debt security issued by such Conduit Lender is paid.

(c) The provisions of this Section shall survive the termination of this Agreement.

Section 15.10. Recourse Against Certain Parties.

(a) No recourse under or with respect to any obligation, covenant or agreement (including the payment of any fees or any other obligations) of each Agent, any Secured Party, the Backup Servicer, the Securities Intermediary, Regional Management, or the Borrower as

contained in this Agreement or any other agreement, instrument or document entered into by it pursuant hereto or in connection herewith shall be had against manager or administrator of such Person or any incorporator, Affiliate, stockholder, officer, employee or director of such Person or of any such manager or administrator, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that the agreements of the Agents, any Secured Party, the Backup Servicer and the Securities Intermediary contained in this Agreement and all of the other agreements, instruments and documents entered into by it pursuant hereto or in connection herewith are, in each case, solely the corporate obligations of such Person, and that no personal liability whatsoever shall attach to or be incurred by any administrator of any such Person or any incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, as such, or any other of them, under or by reason of any of the obligations, covenants or agreements of such Person contained in this Agreement or in any other such instruments, documents or agreements, or that are implied therefrom, and that any and all personal liability of every such administrator of such Person and each incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, or any of them, for breaches by such Person of any such obligations, covenants or agreements, which liability may arise either at common law or at equity, by statute or constitution, or otherwise, is hereby expressly waived as a condition of and in consideration for the execution of this Agreement.

(b) Each of the parties to this Agreement hereby (i) acknowledges and agrees that no Conduit Lender shall have any obligation to pay any amounts under this Agreement unless and until such Conduit Lender shall have received such amounts in respect of its Loans and (ii) agrees that no Conduit Lender shall have any obligation to pay any amounts constituting fees, a reimbursement for expenses, or indemnities (collectively, "Expense Claims"), and such Expense Claims shall not constitute a claim (as defined in Section 101 of Title 11 of the Bankruptcy Code or any similar law under another jurisdiction) against any Conduit Lender, unless or until such Conduit Lender has received amounts sufficient to pay such Expense Claims from amounts received by it in respect of its Loans and such amounts are not required to pay its indebtedness for borrowed money.

(c) The provisions of this Section shall survive the termination of this Agreement.

(d) No claim may be made by the Borrower, the Servicer or any of their Affiliates or any other Person against the Administrative Agent, any Agent, any Lender, the Backup Servicer, the Securities Intermediary, or any of their Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages (including lost profits) arising out of or related to the transactions contemplated by this Agreement, and each of the Borrower and the Servicer, to the extent permitted by Applicable Law, hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 15.11. Patriot Act Compliance

. Each of the Administrative Agent, the Backup Servicer and the Securities Intermediary hereby notifies the Borrower and the Servicer that pursuant to the laws, regulations and executive orders of the United States or any state or political subdivision thereof as are in effect from time to time

applicable to financial institutions relating to the funding of terrorist activities and money laundering, including without limitation the Patriot Act and regulations promulgated by the Office of Foreign Asset Control (collectively, “AML Law”), it, and each other Lender, may be required to obtain, verify and record information relating to the Borrower or the Servicer, which information includes the name and address of the such party, organizational documentation, director and shareholder information, and other information that will allow the Administrative Agent, each Agent, the Backup Servicer, the Securities Intermediary and each Lender to comply with requirements of AML Law (and the Borrower and the Servicer agree to provide any such necessary information). This notice is given in accordance with the requirements of AML Law and is effective for the Administrative Agent, each Agent, the Backup Servicer, the Securities Intermediary and each Lender.

Section 15.12.Execution in Counterparts; Severability; Integration

. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings other than any fee letter contemplated hereby. This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code/UCC (collectively, “Signature Law”), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 15.13.Intercreditor Agreement

. The parties hereto acknowledge the existence of the Intercreditor Agreement and that certain rights of the parties (other than the Securities Intermediary and the Backup Servicer (other than if it becomes the Successor Servicer)) may be subject to the provisions thereof.

Section 15.14.Third Party Beneficiary

. The 2023-1A SUBI Trustee shall be a third party beneficiary of this Agreement for purposes of amounts owed to it by the Borrower from time to time in accordance with Section 2.08 and subject to the other terms of this Agreement.

Section 15.15. Multiple Roles

. The parties expressly acknowledge and consent to Computershare, acting in the multiple roles of Backup Servicer (including potentially as Successor Servicer), ~~Securities Intermediary~~ and Third Party Allocation Agent under the Basic Documents. Computershare may, in such capacities, discharge its separate functions fully, without hindrance or regard to conflict of interest principles, duty of loyalty principles or other breach of fiduciary duties to the extent that any such conflict or breach arises from the performance by Computershare, of express duties set forth in the Basic Documents in any of such capacities, all of which defenses, claims or assertions are hereby expressly waived by the other parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES VI, LLC,
as Borrower

By:

Name: Harpreet Rana
Title: Executive Vice President and
Chief Financial and Administrative Officer

Address for Notices:
979 Batesville Road
Suite B
Greer, SC 29651
Attention: Harpreet Rana
Email: xxx@regionalmanagement.com

REGIONAL MANAGEMENT CORP.,
as Servicer

By:

Name: Harpreet Rana
Title: Executive Vice President and
Chief Financial and Administrative Officer

Address for Notices:
979 Batesville Road
Suite B
Greer, SC 29651
Attention: Harpreet Rana
Email: xxx@regionalmanagement.com

REGIONS BANK,
as Administrative Agent, as Agent, as Securities Intermediary and as Committed
Lender

By: _____
Name:
Title:

Address for Notices:
Regions Bank
1180 West Peachtree Street, NW, Suite 1400
Atlanta, GA 30309
Attention: Josh Aycox
E-mail: xxx@regions.com
Telephone: xxx-xxx-xxxx

COMPUTERSHARE TRUST COMPANY, N.A., not in its individual capacity,
but as ~~Securities Intermediary and~~ Backup Servicer

By:
Name:
Title:

Address for Notices:
Computershare Trust Company, N.A.
~~MAC N9300-070~~
~~600 S. 4th Street~~
~~Minneapolis~~
1505 Energy Park Drive
St. Paul, MN 5541555108
Attention: Corporate Trust Services – Asset-Backed Administration
E-mail: xxx@computershare.com
Telephone: xxx-xxx-xxxx

REGIONS BANK LENDER SUPPLEMENT

Lender Group: Regions Bank

Agent: Regions Bank

Address for Notices: Regions Bank
1180 West Peachtree Street, NW, Suite 1400
Atlanta, GA 30309
Attention: Josh Aycox
E-mail: xxx@regions.com
Telephone: xxx-xxx-xxxx

Committed Lender: Regions Bank

Commitment: \$75,000,000

Address for Notices and Investing Office: Regions Bank
1180 West Peachtree Street, NW, Suite 1400
Atlanta, GA 30309
Attention: Josh Aycox
E-mail: xxx@regions.com
Telephone: xxx-xxx-xxxx

Wire Information: Bank Name: Regions Bank
Account Title: Syndications Wire Clearing
ABA/Routing: xxx
Account Number: xxx
Ref: Regional Management Receivables VI, LLC

ELIGIBLE RECEIVABLE CRITERIA

An “Eligible Receivable” means, on any date of determination, any Receivable (A) that has been included as part of the Collateral or in the case of the North Carolina Receivables, allocated to the 2023-1A SUBI, (B) for which the related Receivable File is in the possession of the Servicer, (C) which is identified on the Schedule of Receivables delivered by the Borrower to each Agent and the Securities Intermediary as part of a Funding Request or substitution and (D) which satisfies each of the following conditions, in each case, as of the date specified below:

(a) Characteristics of Receivables. Each Receivable:

- (i) at the time of origination of such Receivable, has been fully and properly executed or electronically authenticated by the Obligor thereto;
- (ii) at the time of origination of such Receivable, was originated in the United States and denominated in Dollars;
- (iii) at the time of origination of such Receivable, for which the Obligor thereto has provided as its most recent billing address an address located in the continental United States;
- (iv) at the time of origination of such Receivable with respect to which the related Contract was not an Electronic Contract or an Online Originated Receivable such Receivable (a) was a Branch Receivable or a Convenience Check, and (b) if such Receivable is a Convenience Check, it shall not have been originated by the Bank Originator;
- (v) at the time of origination of such Receivable with respect to which the related Contract was an Electronic Contract, such Receivable was a Branch Assisted Electronic Receivable or an Online Originated Receivable;
- (vi) if originated by a Bank Originator, the Bank Originator Conditions have been satisfied;
- (vii) was originated by an Originator in accordance with and satisfies the standards of the operating policies of the Originator at the time of origination of such Receivable, including the Credit Policy and the Collection Policy; and, if originated by a Bank Originator, was originated by such Bank Originator in accordance with the Bank Originator Program Documents, which Bank Originator Program Documents have not been amended or modified from their form since the date the Bank Originator Conditions were satisfied other than pursuant to and in accordance with the terms of Section 6.05(f) hereof;
- (viii) was originated in a jurisdiction (a) where the Servicer and/or an Originator

(other than a Bank Originator) have obtained all consents, licenses, approvals or authorizations of or registrations or declarations with any Governmental Authority required to be obtained, effected or given in connection with the origination, purchase and pledge of such Receivable; and (b) with respect to any Receivable originated by a Bank Originator, where the Servicer and/or an Originator (other than a Bank Originator) have a physical presence;

(ix) with respect to which, as of the date of the related Contract, all proceeds on the related Contract were fully disbursed and there is no requirement for future advances thereunder and all fees and expenses in connection with the origination of the Receivable have been paid and each of the Originator, Regional Management and the Borrower has performed all obligations required to be performed by it under such Contract;

(x) at the time of origination, is (a) secured by a (i) vehicle that is owned free and clear by the Obligor and not subject to an outstanding loan or associated lease or (ii) a non-essential household good or (b) is unsecured and with respect to this sub-clause (b) is in compliance with clauses (xiv), (xviii) and (xx) of the definition of "Concentration Limits" herein;

(xi) at the time of origination, is not secured by real estate;

(xii) at the time of origination of such Receivable, such Receivable either (A) has been originated by an Originator in the ordinary course of its respective business and, in the case of a Bank Originator, has been originated in accordance with the Bank Originator Program Documents; or (B) has been originated or acquired directly by an Originator in accordance with its customary practices and, in either case, (i) (a) Regional Management has previously acquired such Receivable from such Originator (other than a Bank Originator) pursuant to the First Tier Master Purchase Agreement or, in the case of participation interests in Receivables originated by a Bank Originator, Regional Management has previously acquired such participation interests from the Bank Originator pursuant to the Bank Originator Transfer Agreement (or in the case of Receivables originated by Regional Finance Corporation North Carolina or participation interests in North Carolina Receivables originated by the applicable Bank Originator, such Receivable has been contributed to the Trust), or (b) Regional Management has acquired such Receivable directly or indirectly from a direct or indirect Subsidiary of Regional Management in connection with a Securitization (or in the case of Receivables originated by Regional Finance Corporation of North Carolina or participation interests in North Carolina Receivables originated by the applicable Bank Originator, has been reallocated directly or indirectly from the related SUBI to the UTI); and (ii) such Receivable (including participation interests in any Receivable originated by a Bank Originator) has been acquired by the Borrower from Regional Management pursuant to the Second Tier Purchase Agreement and has been pledged by the Borrower to the Administrative Agent pursuant to this Agreement (or in the case of the Receivables originated by Regional Finance Corporation of North Carolina and participation interests in North Carolina Receivables originated by the applicable Bank Originator, are allocated to the 2023-1A SUBI);

(xiii) at the time of origination, the related Cutoff Date and any Determination Date, to the extent such Receivable is a Hard Secured Receivable, such Receivable is secured by a first priority validly perfected security interest in the related underlying collateral in favor of an Originator, as secured party free of any adverse claim, or all necessary actions have been commenced that would result in a first priority security interest in such related underlying collateral in favor of an Originator, as secured party, which security interest, in either case, is assignable and has been so assigned by Regional Management to Borrower and collaterally assigned by the Borrower to the Administrative Agent;

(xiv) at the time of origination of such Receivable, if secured, such Receivable contains customary and enforceable provisions such that the rights and remedies of the holder thereof are adequate for realization against the collateral of the benefits of the security;

(xv) at the time of origination of such Receivable, such Receivable provided for level monthly payments which fully amortize the initial Principal Balance over the original term; provided, that the amount of the first or last payment may be different from the level payment but in no event more than three times the level monthly payment;

(xvi) at the time of origination, provides for a fixed rate of interest and applicable fees at the APR specified in the Schedule of Receivables and for which payment is calculated pursuant to the Simple Interest Method or Precomputed Interest Method, as applicable, and in the event that such Receivable is prepaid by the Obligor, requires a prepayment that fully pays the Principal Balance of such Receivable and any interest and applicable fees accrued at the related APR through the date of prepayment;

(xvii) as of the date of determination related to the applicable Cutoff Date, no Scheduled Payment remains unpaid 30 days or more from the original due date for such payment;

(xviii) as of the related Cutoff Date and any Determination Date, no Scheduled Payment remains unpaid 60 days or more from the original due date for such payment;

(xix) as of the related Cutoff Date and any Determination Date, is not a Defaulted Receivable;

(xx) at the time of origination, is not secured by underlying collateral that has been repossessed;

(xxi) at the time of origination, has a Scheduled Payment due at least monthly;

(xxii) as of the date of determination related to the applicable Cutoff Date, is not an Extended Receivable (including Delinquent Renewals) for which either no Scheduled Payment thereon has been made by the Obligor after the related extension or for which the related extension occurred in the current Collection Period;

(xxiii) [Reserved];

(xxiv) at the time of sale to the Borrower, with respect to which no procedures believed by the Servicer or the Borrower to be materially adverse to the interests of the Lenders were utilized by the Servicer or the Borrower in identifying and/or selecting such Receivable; additionally, no adverse procedures were used by the Borrower in providing information related to the Receivables;

(xxv) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, is not subject to any right of rescission, cancellation, set-off, claim, counterclaim or defense (including the defense of usury), and the operation of any of the terms of any contract, or the exercise of any right thereunder, will not render the related Receivable unenforceable in whole or in part or subject to any right of rescission, setoff, counterclaim or defense (including the defense of usury) and no Regional Management Entity has received written notice of the assertion of any such right of rescission, setoff, counterclaim or defense with respect thereto;

(xxvi) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, there are no proceedings pending or, to the best of the Borrower's knowledge threatened, wherein the Obligor or any Governmental Authority has alleged the related Contract is illegal or unenforceable;

(xxvii) at the time of origination of such Receivable, provides that a prepayment by the related Obligor will fully pay the Principal Balance and accrued interest through the date of prepayment based on the Contract's APR;

(xxviii) at the time of the sale to the Borrower of such Receivable (or, in the case of a Receivable originated by the Bank Originator, the participation interest in such Receivable), for which the Servicer and the related Originator have clearly marked their electronic records to indicate that such Receivable is (a) other than a Receivable originated by the Bank Originator, owned by the Borrower in its entirety (no fractional interest), (b) in the case of the North Carolina Receivables other than a Receivable originated by the Bank Originator, owned by the Trust, or (c) in the case of Receivables originated by the Bank Originator, owned by the Bank Originator and in which the Borrower or the Trust, as applicable, has a participation interest;

(xxix) at the time of origination of such Receivable, the first scheduled payment on the related Contract is no more than 45 days from the contract date or past due; provided that no funds will have been advanced by an Originator, the Borrower, any third-party lender, or anyone acting on behalf of any of them in order to cause such Contract to comply with such requirement;

(xxx) at the time of sale to the Borrower, is fully assignable and the related Contract does not require the Obligor or any other party to receive notice or consent to the transfer, sale or assignment of the rights and duties of the Originator thereunder;

(xxxi) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, the related Contract has not been waived in any manner such that the Contract fails to satisfy any of the representations and warranties made by

Regional Management or each Originator with respect thereto, and no provision of any Contract has been waived except as noted in the related Receivable File;

(xxxii) at the time of sale to the Borrower, the sale, transfer, assignment and conveyance of such Receivable by an Originator or Regional Management is not subject to and will not result in any Tax payable by such Originator, Regional Management or the Borrower to any federal, State or local government, other than those Taxes which have or will be paid by such Originator or Regional Management as due;

(xxxiii) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, the related Obligor is not bankrupt and is not the subject of any bankruptcy proceeding;

(xxxiv) at the time of origination of such Receivable, such Receivable had an original term to maturity and a remaining term to maturity of not more than sixty (60) months and not less than three (3) months;

(xxxv) at the time of origination of such Receivable, such Receivable is due from an Obligor that at the time of origination had a Credit Score and such Credit Score was not less than 475;

(xxxvi) at the time of origination, such Receivable, if the related Contract for which is a Convenience Check, is due from an Obligor that at the time of origination had a Credit Score and such Credit Score was not less than 621;

(xxxvii) at the time of origination of such Receivable, such Receivable had an APR of at least 5.00%;

(xxxviii) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, (a) such Receivable had an APR of no more than 36.00%, inclusive of any fees, and (b) in the case of a Receivable originated by the Bank Originator, there shall be no origination fee;

(xxxix) at the time of origination of such Receivable, such Receivable had an amount financed of no more than (a) \$5,000 if such Receivable is a Convenience Check, (b) \$50,000 if such Receivable is a Hard Secured Receivable, or (c) \$12,000 for any Receivable that is not a Convenience Check or a Hard Secured Receivable;

(xl) such Receivable is not an auto loan delinquent renewal or any identified test product;

(xli) at the time of sale to the Borrower, such Receivable had been originated pursuant to a Credit Policy and had been serviced pursuant to a Collection Policy that in each case is in material compliance with Section 6.01(h) of the Credit Agreement;

(xlii) in the case of a Receivable originated by the Bank Originator, (A) the Bank Originator shall not have failed to maintain its (1) "well-capitalized" risk-based regulatory status under the FDIC's prompt corrective action regulations as in effect from

time to time, or (2) higher capital levels as agreed to with or specified by federal or state bank regulators, or (B) the Bank Originator Program Documents shall not have been terminated; and

(xlili) at the time of origination of such Receivable in the case of a Receivable originated by a Bank Originator, the Obligor's state of residence (a) is not Colorado, Connecticut, Georgia, Iowa, West Virginia, Maine, New York, Vermont, Wyoming nor District of Columbia, (b) is not Hawaii if the original loan balance is less than \$1,500, and (c) is not Illinois if the "all in" military annual percentage rate (MAPR) is greater than 36.00%.

(b) Schedule of Receivables. The information with respect to a Receivable set forth in the Schedule of Receivables is true and correct in all material respects as of the related Funding Date or substitution date.

(c) Compliance with Law. The Receivable complied at the time it was originated or made, the transfer of that Receivable to the Borrower complied at the time of transfer, and the ownership of that Receivable by the Borrower complies as of the related Funding Date, as applicable, in all material respects with all requirements of applicable federal, State and local laws, and regulations thereunder, including to the extent applicable, usury laws, the Federal Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, the Fair Debt Collection Practices Act, the Fair Credit Billing Act, the Magnuson-Moss Warranty Act, Federal Reserve Board Regulations B and Z, the Servicemembers Civil Relief Act, State adaptations of the National Consumer Act and of the Uniform Consumer Credit Code and any other consumer credit, equal opportunity and disclosure laws applicable to that Receivable. None of the underlying Obligors related to such Receivables are Sanctioned Targets.

(d) Binding Obligation. The Receivable and the related Contract are duly authorized on the part of the related Obligor, are in full force and effect and constitute the legal, valid and binding payment obligation in writing of the Obligor, enforceable by the holder thereof in accordance with its terms, except (i) as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, liquidation or other similar laws and equitable principles relating to or affecting the enforcement of creditors' rights generally and (ii) as such Receivable may be modified by the application after the related Cutoff Date of the Servicemembers Civil Relief Act, to the extent applicable to the related Obligor.

(e) Receivable in Force. The Receivable has not been satisfied, subordinated or rescinded nor has the underlying collateral, if any, securing the related Contract been released from the lien of such Receivable in whole or in part, other than in connection with a substitution of similar collateral in accordance with customary procedures, and no Regional Management Entity has done anything to impair the rights of the Secured Parties therein.

(f) No Default; No Waiver. Except for payment delinquencies with respect to any Receivable, no default, breach, violation or event permitting acceleration under the terms of the Receivable existed as of the related Cutoff Date nor did any continuing condition that with notice or lapse of time, or both, would constitute a default, breach, violation or event permitting

acceleration under the terms of the Receivable exist as of the related Cutoff Date and the Borrower has not waived any of the foregoing.

(g) No Government Obligor. The Obligor on the Receivable is not the United States or any State or any local government, or any agency, department, political subdivision or instrumentality of the United States or any State or any local government.

(h) Assignment. No Receivable has been originated in, or is subject to the laws of, any jurisdiction under which the sale, transfer, assignment, setting over, conveyance or pledge of such Receivable would be unlawful, void, or voidable. Neither any Originator nor Regional Management has entered into any agreement with any Obligor that prohibits, restricts or conditions the assignment of the related Receivable.

(i) Good Title. It is the intention of the Borrower that each of the sales, transfers, assignments and conveyances herein contemplated constitute an absolute sale, transfer, assignment and conveyance of the Receivables (other than Receivables originated by a Bank Originator), participation interests in the Receivables (in the case of Receivables originated by a Bank Originator) and the 2023-1A SUBI Certificate and that neither such Receivables, such participation interests in Receivables, nor the 2023-1A SUBI Certificate shall be a part of Regional Management's estate in the event of the filing of a bankruptcy petition by or against Regional Management under any bankruptcy law. As of the Closing Date or the related Funding Date, as applicable, none of the 2023-1A SUBI Certificate, any Receivable (other than Receivables originated by a Bank Originator), or any participation interests in the Receivables (in the case of Receivables originated by a Bank Originator) has been sold, transferred, assigned, conveyed or pledged by any Originator, Regional Management, the Trust or the Borrower to any Person other than pursuant to the Basic Documents. As of the Closing Date or the related Funding Date, as applicable, and immediately prior to the related sale and transfer herein contemplated, Regional Management had good and marketable title to and was the sole owner of each related Receivable (except for a Receivable originated by a Bank Originator), each related participation interest (in the case of a Receivable originated by a Bank Originator) and the 2023-1A SUBI Certificate free and clear of all Liens (except any Lien which will be released prior to assignment of such Receivable hereunder and any Permitted Liens), and, immediately upon the sale and transfer thereof, the Borrower will have good and marketable title to each such Receivable, each such participation interest (in the case of a Receivable originated by a Bank Originator) and the 2023-1A SUBI Certificate, free and clear of all Liens (other than Permitted Liens).

(j) Filings. All filings (including UCC filings) necessary in any jurisdiction to give the Borrower a first priority, validly perfected ownership interest in the Receivables (other than any related security with respect thereto, to the extent that an ownership interest therein cannot be perfected by the filing of a financing statement), and to give the Administrative Agent a first priority perfected security interest therein, will be made on the Closing Date.

(k) Priority. The Receivable is not pledged, assigned, sold, subject to a security interest, or otherwise conveyed other than pursuant to the Basic Documents. Neither any Originator nor Regional Management has authorized the filing of and there are no financing statements against an Originator or Regional Management that include a description of collateral

covering any Receivable other than any financing statement relating to security interests (i) granted under the Basic Documents or (ii) that have been or, prior to the assignment of such Receivable hereunder, will be terminated, amended or released. The Second Tier Purchase Agreement creates a valid and continuing security interest in the Receivable and the 2023-1A SUBI Certificate (other than the related security with respect thereto) in favor of the Borrower which security interest is prior to all other Liens (other than Permitted Liens) and is enforceable as such against all other creditors of and purchasers and assignees from Regional Management.

(l) Characterization of Receivables. Each Receivable constitutes “tangible chattel paper,” “accounts,” “instruments,” “general intangibles,” or “electronic chattel paper” (in each case, as defined in the UCC).

(m) One Original. With respect to each Receivable with respect to which the related Contract does not constitute an Electronic Contract, there is only one executed original of the Contract (except in the case of a Convenience Check) related to such Receivable. Further, the Contract relating to such Receivable described in the preceding sentence does not have any stamps, marks or notations indicating any interest of any other Person, or if it has any stamps, marks or notations indicating an interest of any other Person, such stamps, marks or notations have been cancelled or voided (or if such stamp, mark or notation is in the name of an agent (or any predecessor agent) under the Senior Revolver, the Borrower has the right to cancel or void such stamp, mark or notation without the consent of such agent (or any predecessor agent, as applicable) and such agent (or any predecessor agent, as applicable) has released in writing its lien on such Contract).

(n) No Defenses. Neither any Originator nor Regional Management has any knowledge either of any facts which would give rise to any right of rescission, offset, claim, counterclaim or defense, or of the same being asserted or threatened and is not subject to any dispute, offset, counterclaim or defense whatsoever (except the discharge in bankruptcy of the related Obligor) with respect to any Receivable.

(o) Receivable File. As of the related Funding Date, (i) with respect to any Contract other than an Electronic Contract, the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties, (ii) with respect to an Electronic Contract that constitutes Electronic Chattel Paper, the Authoritative Copy of such Electronic Contract is maintained in the Electronic Vault solely for the benefit of the Administrative Agent, as pledgee of the Borrower or the Trust, as applicable, and the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties, and (iii) with respect to an Electronic Contract that does not constitute Electronic Chattel Paper, the electronically authenticated original record of the executed Contract is maintained in the Electronic Vault solely for the benefit of the Administrative Agent, as pledgee of the Borrower or the Trust, as applicable, and the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties.

(p) No Fraud or Misrepresentation. To the best of the Borrower’s knowledge, such Receivable was originated without fraud or misrepresentation.

(q) Electronic Chattel Paper. With respect to each Receivable with respect to which the related Contract constitutes Electronic Chattel Paper, all of the following are true:

(i) There is only one single Authoritative Copy of each electronic “record” constituting or evidencing a Contract that is Electronic Chattel Paper, the record or records composing the Electronic Chattel Paper are created, stored and assigned in such a manner that (A) a single authoritative copy of the record or records exists which is unique, identifiable and unalterable (other than a revision that is readily identifiable as an authorized or unauthorized revision), (B) each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy that is not the authoritative copy, (C) the authoritative copy has been communicated to and is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent, (D) all copies or revisions that add or change an identified assignee of the Authoritative Copy of such Contract that constitutes or evidences the Receivable must be made with the participation of the Administrative Agent, and (E) such Authoritative Copy identifies only the Administrative Agent as the assignee.

(ii) Neither the Borrower nor any other Person has communicated an Authoritative Copy of such Contract that constitutes or evidences the Receivable to any Person other than the Electronic Vault Provider as a designated custodian of the Administrative Agent pursuant to the terms of this Agreement and the Electronic Collateral Control Agreement from and after the applicable Funding Date.

SCHEDULE OF RECEIVABLES

[Original delivered to and on file with the Agents]

SC-1

SCHEDULE D

LOCATION OF RECEIVABLE FILES AND BOOKS AND RECORDS

[Provided to and on file with the Administrative Agent]

SD-1

LIST OF APPROVED SUBSERVICERS

Regional Finance Corporation of Alabama
Regional Finance Company of Arizona, LLC
Regional Finance Company of California, LLC
Regional Finance Company of Georgia, LLC
Regional Finance Company of Idaho, LLC
Regional Finance Company of Illinois, LLC
Regional Finance Company of Indiana, LLC
Regional Finance Company of Louisiana, LLC
Regional Finance Company of Mississippi, LLC
Regional Finance Company of Missouri, LLC
Regional Finance Company of New Mexico, LLC
Regional Finance Corporation of North Carolina
Regional Finance Company of Oklahoma, LLC
Regional Finance Corporation of South Carolina
Regional Finance Corporation of Tennessee
Regional Finance Corporation of Texas
Regional Finance Company of Utah, LLC
Regional Finance Company of Virginia, LLC
Regional Finance Corporation of Wisconsin

REPRESENTATIONS AND WARRANTIES REGARDING SECURITY INTERESTS

The Borrower represents and warrants as of the Closing Date and each Funding Date:

(ii) This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in all Collateral, including the Receivables (or participation interests therein, as applicable) and the 2023-1A SUBI Certificate, in favor of the Administrative Agent, which security interest is prior to all other Liens, and is enforceable as such against creditors of and purchasers from the Borrower.

(iii) The Receivables constitute “tangible chattel paper,” “accounts,” “instruments,” “general intangibles” or “electronic chattel paper” (in each case, as defined in the UCC).

(iv) The Borrower owns and has good and marketable title to the Collateral, including the Receivables (or participation interests therein, as applicable) and the 2023-1A SUBI Certificate, free and clear of any Lien, claim, or encumbrance of any Person (other than Permitted Liens).

(v) The Borrower has caused, or will have caused within ten (10) calendar days following the Closing Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect the security interest in the Receivables (or participation interests therein, as applicable) granted to the Administrative Agent hereunder. Delivery of this Agreement evidences the Administrative Agent's control of each Account. The Borrower ~~has delivered a duly executed Account Control Agreement and~~ has delivered the 2023-1A SUBI Certificate to the Administrative Agent.

(vi) Other than the security interest granted to the Administrative Agent pursuant to this Agreement, the Borrower has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Collateral. The Borrower has not authorized the filing of and is not aware of any financing statements against the Borrower that include a description of collateral covering the Collateral other than any financing statement relating to the security interest granted to the Administrative Agent hereunder, that has been terminated or amended in connection with the security interest of the Administrative Agent. The Borrower is not aware of any judgment or tax lien filings against the Borrower.

(vii) The Borrower (or its duly appointed agent) has in its possession all copies of the Contracts that constitute or evidence the Receivables (other than Electronic Contracts). The Contracts (other than Electronic Contracts) that constitute or evidence the Receivables do not have any stamps, marks or notations indicating that they have been pledged, assigned, or otherwise conveyed to any Person other than the Administrative Agent, except such stamps, marks or notations otherwise cancelled, voided or superseded (or if such stamp, mark or notation is in the name of an agent (or any predecessor agent) under the Senior Revolver, the Borrower has the right to cancel or void such stamp, mark

or notation without the consent of such agent (or any predecessor agent, as applicable) and such agent (or any predecessor agent, as applicable) has released in writing its lien on such Contract). All financing statements filed or to be filed against the Borrower in favor of the Administrative Agent in connection herewith describing the Receivables contain a statement to the following effect: "A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Administrative Agent".

SB-2

SERVICING CENTRALIZATION EVENT

Following the occurrence of a Servicing Centralization Event, unless waived by the Required Lenders, the following will occur:

(r) The Backup Servicer will confirm access by a party designated by the Administrative Agent to a central lockbox approved by the Administrative Agent (acting at the direction of the Required Lenders) (the “Lockbox”), pursuant to a lockbox agreement (the “Lockbox Agreement”) among the holder of the Lockbox, the Backup Servicer, Regional Management and the Administrative Agent on behalf of the Lenders. Regional Management will send letters to Obligor with new/updated payment instructions to make all payments to the Lockbox and all other offices of Regional Management that collect cash and checks must send such Collections to the Lockbox within one day of receipt.

(s) The Administrative Agent, the Agents and the Backup Servicer will participate in status meetings with Regional Management on a regular basis, which meetings may be conducted telephonically.

(t) The collection function will remain with Regional Management as Servicer, but moved to a central location acceptable to the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

(u) Regional Management will utilize a single repossession vendor with a national footprint acceptable to the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

(v) Regional Management will make available to the Backup Servicer any imaged loan files of the Contracts held in the custody of Regional Management (or its designee).

LOCATIONS OF BOOKS AND RECORDS; BORROWER OPERATING ACCOUNT

[Provided to and on file with the Administrative Agent]

SH-1

FORM OF FUNDING REQUEST

_____, 20_

Regions Bank
as Administrative Agent and Securities Intermediary:
1180 West Peachtree Street, NW, Suite 1400
Atlanta, GA 30309
Attention: Josh Aycox
E-mail: xxx@regions.com
Telephone: xxx-xxx-xxxx

Computershare Trust Company, N.A.
as ~~Securities Intermediary~~ and Backup Servicer
~~MAC N9300-070~~
~~600 S. 4th Street~~ 1505 Energy Park Drive
St. Paul, MN 55108
Minneapolis, MN 55415
Attention: Corporate Trust Services – Asset Backed Administration

Re: Regional Management Receivables VI, LLC – Credit Agreement

Ladies and Gentlemen:

The undersigned is a Responsible Officer of Regional Management Receivables VI, LLC (the “Borrower”) and is authorized to execute and deliver this Funding Request on behalf of the Borrower pursuant to the Credit Agreement, dated as of February 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Regional Management Corp, as servicer, Computershare Trust Company, N.A., as backup servicer ~~and securities intermediary~~, the Lenders from time to time party thereto, the Agents for the Lender Groups from time to time parties thereto and Regions Bank, as Administrative Agent and Securities Intermediary. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

The Borrower hereby requests that a Loan be made under the Credit Agreement on _____, _____ in the amount of \$ _____. The Borrower hereby requests that such Loan bear interest at a rate based upon [Term SOFR] [Daily Simple SOFR].

In connection with the foregoing, the undersigned hereby certifies, on behalf of the Borrower, as follows:

(1) As of the date hereof, the Borrowing Base (calculated as of the previous Determination Date, or the later of, with respect to Receivables added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date) is _____. After giving effect to the requested Loan, the Loans Outstanding will not exceed the Borrowing Base, and no Borrowing Base Deficiency will exist. Attached to this

Funding Request is a true, complete and correct calculation of the Borrowing Base and all components thereof.

(2) All of the conditions applicable to the requested Loan as set forth in the Credit Agreement have been satisfied as of the date hereof and will remain satisfied to the date of such Loan, including:

(a) each of the representations and warranties contained in Article Five of the Credit Agreement are true and correct in all respects on and as of the date hereof, before and after giving effect to the Loan and to the application of the proceeds therefrom as though made on and as of the date hereof;

(b) no event has occurred, or would result from such Loan or from the application of the proceeds therefrom, which constitutes an Event of Default or Facility Amortization Event;

(c) the Borrower is in material compliance with each of its covenants set forth in the Credit Agreement; and

(d) to the best of the Borrower's knowledge, no event has occurred which constitutes a Servicer Termination Event.

(3) The requested Loans will not, on the Funding Date, exceed the Available Amount and, after giving effect to the requested Loan, the Loans Outstanding will not exceed the Borrowing Base.

(4) Attached hereto is a true, correct and complete Schedule C to the Credit Agreement, reflecting all [Initial] [Subsequent] Receivables which will become part of the Collateral on the Funding Date, each [Initial] [Subsequent] Receivable reflected thereon being an Eligible Receivable.

(5) The Cutoff Date with respect to the Receivables is , 20__ .

REGIONAL MANAGEMENT RECEIVABLES VI, LLC,
as Borrower

By: Name:

Title:

A-3

SCHEDULE A TO FUNDING REQUEST

[FORM OF FUNDING REQUEST REPORT TO BE INSERTED]

A-4

[RESERVED]

B-1

FORM OF ASSIGNMENT AND ACCEPTANCE¹

_____, 20__

Reference is made to the Credit Agreement, dated as of February 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables VI, LLC, as borrower, Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Regions Bank, as administrative agent (in such capacity, the “Administrative Agent”) and as securities intermediary, and Computershare Trust Company, N.A., as ~~securities intermediary and~~ backup servicer. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Credit Agreement.

_____ (the “Assignor”) and _____ (the “Assignee”) agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor’s rights and obligations under the Credit Agreement as of the date hereof which represents the percentage interest specified in Section 1 of Schedule 1 of all outstanding rights and obligations of the Assignor under the Credit Agreement, including such interest in the Commitment of the Assignor and the Lender Advances made by the Assignor. After giving effect to such sale and assignment, the Commitment and the amount of Lender Advances made by the Assignee will be as set forth in Section 2 of Schedule 1.
2. The Assignor represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Lien.
3. The Assignor and the Assignee confirm to and agree with each other and the other parties to Credit Agreement that: (i) other than as provided herein, the Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto; (ii) the Assignee confirms that it has received a copy of the Credit Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) the Assignee will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender party to the Credit Agreement and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not

¹ Note: This form may be modified as necessary (but on a basis consistent with this form) to accommodate assignments of balances by Conduits and other scenarios.

taking action under the Credit Agreement; (iv) the Assignor and the Assignee confirm that the Assignee is an Eligible Assignee; (v) the Assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; (vi) the Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including the confidentiality provisions of Article Fourteen of the Credit Agreement; and (vii) this Assignment and Acceptance meets all other requirements for such an Assignment and Acceptance set forth in Article Thirteen of the Credit Agreement.

4. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, it will be delivered to the Administrative Agent for acceptance. The effective date of this Assignment and Acceptance (the “Assignment Date”) shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified in Section 3 of Schedule 1.

5. The Assignor and the Assignee agree to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with this Assignment and Acceptance.

6. Upon such acceptance by the Administrative Agent, the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder, provided, however, that the Assignor shall, to the extent such rights have been assigned by it under this Assignment and Acceptance, relinquish its assigned rights and be released from its assigned obligations under the Credit Agreement (and, in the case of an Assignment and Acceptance coving all or the remaining portion of an assigning Assignor’s rights and obligations under the Credit Agreement, Assignor shall cease to be a party thereto).

7. Upon such acceptance by the Administrative Agent, from and after the Assignment Date, the Administrative Agent shall make, or cause to be made, all payments under the Credit Agreement in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and fees with respect thereto) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Assignment Date directly between themselves.

8. **THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN § 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Acceptance and Assignment as of the ____ day
of _____, 20__.

_____, as Assignor

By:

Name:

Title:

_____, as Assignee

By:

Name:

Title:

Schedule 1
to
Assignment and Acceptance
_____, 20__

Section 1.

Percentage Interest: _____ %²

Section 2.

Dollar Amount of the Loan Owing to the Assignee: \$ _____

Section 3.

Assignment Date: _____, 20__

² Add percentage of Commitments / Loans assigned over the aggregate of all Commitments / Loans of all Lenders.

FORM OF CREDIT POLICY

[Provided to and on file with the Administrative Agent]

FORM OF COLLECTION POLICY

[Provided to and on file with the Administrative Agent]

FORM OF POWER OF ATTORNEY

February 2, 2023

This Power of Attorney (this “Power of Attorney”) is executed and delivered by Regional Management Receivables VI, LLC (“Grantor”) to Regions Bank, as Administrative Agent (“Attorney”), pursuant to (i) the Credit Agreement, dated as of February 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Regions Bank as administrative agent and securities intermediary, and Computershare Trust Company, N.A., as ~~securities intermediary and~~ backup servicer, and (ii) the other Basic Documents. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor until all Aggregate Unpaid have been indefeasibly paid in full and Attorney has provided its written consent thereto.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney’s own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Credit Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it, upon the occurrence and during the continuance of any Event of Default, to do the following: (i) to give any necessary receipts or acquittance for amounts collected or received under the Credit Agreement, (ii) to make all necessary transfers of the Collateral in connection with any sale or other disposition made pursuant to the Credit Agreement, (iii) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, Grantor thereby ratifying and confirming all that such Attorney (or any substitute) shall lawfully do hereunder and pursuant hereto, (iv) to sign any agreements, orders or other documents in connection with or pursuant to any Basic Document, (v) to exercise all rights and privileges of Grantor under the Second Tier Purchase Agreement, (vi) to pay or discharge any taxes, Liens or other encumbrances levied or placed on or threatened against Grantor or Grantor’s property, (vii) to defend any suit, action or

proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that it is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate, (viii) to file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of Grantor's property, (ix) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with, any of Grantor's property, and execute, in connection with such sale or action, any endorsements, assignments or other instruments of conveyance or transfer in connection therewith and (x) to cause the certified public accountants then engaged by Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney's request, any reports required to be prepared by or on behalf of Grantor under the Credit Agreement or any other Basic Document, all as though Attorney were the absolute owner of its property for all purposes, and to do, at Attorney's option and Grantor's expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do.

Grantor hereby ratifies, to the extent permitted by Applicable Law, all that the Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES VI, LLC

By:
Name:
Title:

Sworn to and subscribed before
me as of the date first above written

Notary Public

[NOTARY SEAL]

FORM OF POWER OF ATTORNEY

February 2, 2023

This Power of Attorney (this “Power of Attorney”) is executed and delivered by Regional Management Corp. (“Grantor”) to Regions Bank, as Administrative Agent (“Attorney”), pursuant to (i) the Credit Agreement, dated as of February 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables VI, LLC, as borrower (the “Borrower”), Grantor, as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, ~~as administrative agent~~ and securities intermediary, and Computershare Trust Company, N.A., as ~~securities intermediary and~~ backup servicer, and (ii) the other Basic Documents. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor until all Aggregate Unpaid have been indefeasibly paid in full and Attorney has provided its written consent thereto.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney’s own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Credit Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it, upon the occurrence and during the continuance of any Servicer Termination Event, to execute any agreements, orders, instructions or other documents in connection with the Receivables, the Receivables Files or the Contracts, including giving instructions to any subservicer with respect to assembly and delivery of possession of the Receivables Files or the Contracts (other than the Electronic Contracts) to or at the direction of the Administrative Agent, all as though Attorney were the absolute owner of its property for all purposes, and to do, at Attorney’s option and Grantor’s expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do.

Grantor hereby ratifies, to the extent permitted by Applicable Law, all that the Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of the date first above written.

REGIONAL MANAGEMENT CORP.

By:

Name:

Title:

Sworn to and subscribed before
me as of the date first above written

Notary Public

[NOTARY SEAL]

FORM OF SECURITIZATION RELEASE

Reference is hereby made to the Credit Agreement, dated as of February 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables VI, LLC, as borrower, Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Regions Bank, as administrative agent (in such capacity, the “Administrative Agent”) and as securities intermediary, and Computershare Trust Company, N.A., as ~~securities intermediary and~~ backup servicer. Capitalized terms not defined herein shall have the meaning given such terms in the Credit Agreement.

The Borrower and the Servicer hereby represent and warrant that each condition in the Credit Agreement and each other Basic Document, to the consummation of the Securitization to which this Securitization Release relates, has been satisfied, including but not limited to delivery of (i) the executed Securitization Date Certificate, in substantially the form attached hereto as Annex 1 and (i) the executed notice, in substantially the form attached hereto as Annex 2.

Upon deposit in the Collection Account of \$ _____ in accordance with Section 2.15(a)(iv) in immediately available funds, the Administrative Agent hereby releases all of its right, title and interest, including its Lien, in and to the following:

- (a) the Receivables (including the North Carolina Receivables evidenced by the 2023-1A SUBI Certificate) to be transferred by the Borrower in the related Securitization and described in Schedule I hereto (the “Securitized Receivables” and such Schedule, the “Schedule of Securitized Receivables”), together with the related Contracts (including the agreement to service the Receivables), whether now existing or hereafter acquired, and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections related thereto, and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Securitized Receivables) to become due or received by any Person in payment of any of the foregoing on or after the related Securitization Date;
- (b) all Receivable Files, Servicer Files and the Schedule of Securitized Receivables, relating to the Securitized Receivables, whether now existing or hereafter acquired, and all right, title and interest of the Borrower in and to the documents, agreements and instruments included in such Receivable Files and Servicer Files, including rights of recourse of the Borrower against the related Obligors and Regional Management.
- (c) all of the Borrower’s interest in all Records, documents and writings evidencing or related to the Securitized Receivables or the related Contracts;
- (d) all of the Borrower’s interest in all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof) payments and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Securitized Receivables, whether pursuant to the related Contracts or otherwise;

(e) all security interests Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Securitized Receivables, whether now existing or hereafter acquired, and the related underlying collateral with respect to such Securitized Receivables, whether now existing or hereafter acquired;

(f) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing;

(g) all of the Borrower's right, title and interest in and to First Tier Master Purchase Agreement, any Bank Originator Transfer Agreement and the Second Tier Purchase Agreement relating to the Securitized Receivables and remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Regional Management under or in connection with the Second Tier Purchase Agreement and relating to such Securitized Receivables;

(h) any and all other assets of the Borrower relating to the Securitized Receivables, including all accounts, deposit accounts, general intangibles, chattel paper, instruments and investment property; and

(i) all income, products and accessions and proceeds of the foregoing.

[The Servicer and the Borrower hereby direct the Servicer to deliver the Receivable Files for the Securitized Receivables to _____.]

as of _____, 20__.

REGIONAL MANAGEMENT RECEIVABLES VI, LLC, as Borrower

By:

Name:

Title:

REGIONAL MANAGEMENT CORP., as Servicer

By:

Name:

Title:

REGIONS BANK, as Administrative Agent

By:

Name:

Title:

ANNEX I

REGIONAL MANAGEMENT CORP.

SECURITIZATION DATE CERTIFICATE
PURSUANT TO SECTION 2.15(a)
OF THE CREDIT AGREEMENT

Regional Management Corp., on behalf of Regional Management Receivables VI, LLC, as borrower (the “Borrower”), delivers this certificate pursuant to Section 2.15(a) of the Credit Agreement, dated as of February 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Regional Management Corp. (“Regional Management”), as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Regions Bank, as administrative agent (in such capacity, the “Administrative Agent”) and as securities intermediary, and Computershare Trust Company, N.A., as ~~securities intermediary and~~ backup servicer, and hereby certifies, as of the date hereof, the following:

(a) the Borrower has sufficient funds on the related Securitization Date to effect the Securitization in accordance with the Credit Agreement (taking into account, to the extent necessary, the proceeds of sales of the Collateral in the Securitization);

(b) after giving effect to the Securitization, the release of by the Administrative Agent of the related Receivables on the Securitization Date and the transfer by the Borrower or the related Receivables on the Securitization Date, (1) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to the Credit Agreement after giving effect to the Securitization, (2) no Borrowing Base Deficiency exists, (3) no Unmatured Event of Default, Event of Default or Facility Amortization Event has occurred or results from such release and Securitization, (4) if such Securitization Date is not a Payment Date, the Borrower shall have sufficient available funds on the immediately succeeding Payment Date to pay all amounts due and payable on such Payment Date pursuant to Section 2.08, (5) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct in all material respects, except to the extent that such representations and warranties expressly related to an earlier date as set forth therein, and (6) with respect to any Receivables being transferred pursuant to clause (ii) of the definition of Securitization pursuant to Section 2.15(a)(iii), the purchase price relating to such Receivables shall be at fair market value as determined in good faith by the Borrower, Regional Management and the related Originators (except for a Bank Originator); and

(c) the Borrower has delivered to the Administrative Agent a list specifying the Receivables being released pursuant to such Securitization.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

20__.

IN WITNESS WHEREOF, the Servicer has caused this certificate to be executed on its behalf this ____ day of _____,

REGIONAL MANAGEMENT CORP.

By:
Name:
Title:

SCHEDULE A TO SECURITIZATION DATE CERTIFICATE

[FORM OF SECURITIZATION REPORT TO BE INSERTED]

[See Attached]

FORM OF NOTICE

Regional Management Receivables VI, LLC

_____, 20__

Regions Bank,
 as Administrative Agent and Securities Intermediary,
 1180 West Peachtree Street, NW, Suite 1400
 Atlanta, GA 30309
 Attention: Josh Aycox
 E-mail: xxx@regions.com
 Telephone: xxx-xxx-xxxx

Computershare Trust Company, N.A.,
 as ~~Securities Intermediary and~~ Backup Servicer
 MAC N9300-070
 600 S. 4th Street
 Minneapolis 1505 Energy Park Drive
 St. Paul, MN 5541555108
 Attention: Corporate Trust Services – Asset Backed Administration

[eOriginal, Inc.
 351 W. Camden Street, Suite 800
 Baltimore, Maryland 21201
 Attention: General Counsel
 Phone: xxx-xxx-xxxx
 Email: xxx@eoriginal.com]³

Re: Regional Management Receivables VI, LLC – Credit Agreement

Ladies and Gentlemen:

Reference is made to [(a)] the Credit Agreement, dated as of February 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables VI, LLC, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Regions Bank, as administrative agent (in such capacity, the “Administrative Agent”) and as securities intermediary, and Computershare Trust Company, N.A. (“Computershare”) as ~~securities intermediary and~~ backup servicer [and (b) the Electronic Collateral Control Agreement, dated as of February 2, 2023 (as amended, restated,

³ [eOriginal, Inc. to be included as an addressee if electronic contracts are referenced in this notice.]

supplemented or otherwise modified from time to time, the “Electronic Collateral Control Agreement”), by and among the Administrative Agent, for itself and other secured parties, the Borrower, as a debtor, Regional Management, Regional Management North Carolina Receivables Trust, acting thereunder solely with respect to the 2023-1A SUBI, as a debtor, and eOriginal, Inc.].

Pursuant to Section 2.15(a)(i) of the Credit Agreement, the Borrower gives notice of its intent to effect a Securitization on or about _____, 20__ (which date is no fewer than 30 days after the date of delivery of this notice to the Administrative Agent) and on such date, the Borrower elects to prepay the aggregate Principal Amount of the Loans [in whole]/[in an amount equal to \$[]].

Pursuant to Section 4.3 of the Electronic Collateral Control Agreement, the Borrower acknowledges that the Securitization and the transfer of eContracts (as defined in the Electronic Collateral Control Agreement) to the Securitization is permitted under the Credit Agreement, the 2023-1A SUBI Security Agreement and the Basic Documents.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Very truly yours,

REGIONAL MANAGEMENT RECEIVABLES VI, LLC

By:

Name:

Title:

SCHEDULE OF SECURITIZED RECEIVABLES

[Receivables relating to a Securitization as defined under clause (i) of the definition thereof]

[Receivables relating to a Securitization as defined under clause (ii) of the definition thereof]

FORM OF MONTHLY REPORT

[Provided to and on file with the Administrative Agent]

H-1 ~~DOCPROPERTY DOCXDOCID DMS-IMange Format <<LIB>> <<NUM>> <<VER>> *MERGEFORMAT~~

[RESERVED]

I-1 ~~DOC~~PROPERTY ~~DOCX~~DOCID ~~DMS~~ ~~I~~Manage Format ~~<<LIB>>~~ ~~<<NUM>>~~ ~~<<VER>>~~ ~~* MERGE~~FORMAT

[RESERVED]

FORM OF PREPAYMENT NOTICE

Regional Management Receivables VI, LLC

_____, 20__

Regions Bank
as Administrative Agent and Securities Intermediary:
1180 West Peachtree Street, NW, Suite 1400
Atlanta, GA 30309
Attention: Josh Aycox
E-mail: xxx@regions.com
Telephone: xxx-xxx-xxxx

Computershare Trust Company, N.A.
as ~~Securities Intermediary and~~ Backup Servicer
~~MAC N9300-070~~
~~600 S. 4th Street~~ 1505 Energy Park Drive
St. Paul, MN 55108
Minneapolis, MN 55415
Attention: Corporate Trust Services – Asset Backed Administration

Re: Regional Management Receivables VI, LLC – Credit Agreement

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of February 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables VI, LLC, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, Regions Bank, as administrative agent (in such capacity, the “Administrative Agent”) and as securities intermediary, and Computershare Trust Company, N.A., as ~~securities intermediary and~~ backup servicer.

Pursuant to Section 2.06 of the Credit Agreement, the Borrower hereby gives notice that on _____, 20__ (which date is no fewer than five (5) Business Days after the date of delivery of this notice to the Administrative Agent and the Lenders) the Borrower elects [(i) to prepay the aggregate Principal Amount of the Loans [in whole]/[in an amount equal to \$[]].

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Very truly yours,

REGIONAL MANAGEMENT RECEIVABLES VI, LLC

By:

Name:

Title:

K-2

SYSTEM DESCRIPTION

[On file with the Administrative Agent]

L-1~~DOCPROPERTY DOCXDOCID-DMS-Image Format<<LIB>>/<<NUM>>v<<VER>>^ MERGEFORMAT~~

Exhibit B

Wire Instructions

Reserve Account:

Customer Name & Account Number

Regional Management Receivables VI LLC
RMR VI Reserve Account
979 Batesville Rd Ste B
Greer, SC 29651
Account Number: xxx
Account Type: Checking

ACH Transactions

Regions Bank
2565 Woodruff Rd
Simpsonville, SC 29681
Routing Number: xxx

Wire Transfers

Regions Bank
1900 N 5th Avenue
Birmingham, AL 35203
Domestic Routing Number: xxx
International SWIFT Code: xxx

Collection Account:

Customer Name & Account Number:

Regional Management Receivables VI LLC
RMR VI Collection Account
979 Batesville Rd Ste B
Greer, SC 29651
Account Number: xxx
Account Type: Checking

ACH Transactions

Regions Bank
2565 Woodruff Rd
Simpsonville, SC 29681
Routing Number: xxx

Wire Transfers

Regions Bank
1900 N 5th Avenue
Birmingham, AL 35203
Domestic Routing Number: xxx
International SWIFT Code: xxx

THIRD AMENDMENT TO CREDIT AGREEMENT

THIS THIRD AMENDMENT TO CREDIT AGREEMENT, dated as of August 19, 2025 (this “*Amendment*”), is entered into by and among Regional Management Receivables VII, LLC, a Delaware limited liability company (the “*Borrower*”), Regional Management Corp., a Delaware corporation, as servicer (the “*Servicer*”), the Lenders party hereto, and BMO Capital Markets Corp. (“*BMO*”), as administrative agent (the “*Administrative Agent*”). Capitalized terms used and not otherwise defined herein are used as defined in the Agreement (as defined below), unless otherwise specified.

WHEREAS, the Borrower, the Servicer, the Lenders, the agents for the Lender Groups (as defined in the Agreement), the Backup Servicer, the Securities Intermediary, and the Administrative Agent are parties to that certain Credit Agreement, dated as of April 3, 2023 (as amended, amended and restated, or otherwise modified prior to the date hereto, the “Existing Agreement” and as amended hereby and from time to time, the “*Agreement*”); and

WHEREAS, the Borrower and the Servicer have requested that the Administrative Agent and the Lenders modify certain terms of the Existing Agreement and, subject to the terms and conditions as hereinafter set forth, the Administrative Agent and the Lenders have agreed to such modifications;

NOW THEREFORE, in consideration of the premises and the other mutual covenants contained herein, the parties hereto agree as follows:

SECTION 1. AMENDMENTS.

1.1. Subject to the satisfaction of the conditions precedent set forth in Section 3 below, the parties hereto agree that the Existing Agreement shall be amended with text marked in underline (e.g., addition or addition) indicating additions to the Existing Agreement and with text marked in strikethrough (e.g., ~~deletion~~ or ~~deletion~~) indicating deletions to the Existing Agreement as set forth in Exhibit A attached hereto.

1.2. This Amendment shall be limited precisely as written and, except as expressly provided herein, shall not be deemed to be a waiver or modification of any other term or condition of the Agreement or any other Basic Document or to prejudice any rights which the Administrative Agent or any member of the Lender Groups may now have or may have in the future under or in connection with the Agreement or any other Basic Document.

SECTION 2 EFFECTIVE DATE.

This Amendment shall become effective as of the date of the satisfaction of the following conditions precedent:
FILENAME Third Amendment to Credit Agreement (BMO Regional) 4905-1318-2039 v5.docx
4402871

2.1. receipt by the Administrative Agent and each Agent of (a) counterparts of this Amendment duly executed by each of the parties hereto; and (b) such other documents, instruments, agreements and Opinions of Counsel as the Administrative Agent or any Agent shall request in connection with the transactions contemplated by this Amendment, each in form and substance satisfactory to the Administrative Agent or such Agent, as applicable; and

2.2 receipt by the Administrative Agent of duly executed copies of each of the Intercreditor Agreement and the Security Agreement and Master Deposit Account Control Agreement (in each case, as amended and restated as contemplated by this Amendment) in form and substance satisfactory to the Administrative Agent.

SECTION 3. REPRESENTATIONS, WARRANTIES.

3.1. The execution, delivery, and performance by the Borrower and the Servicer in connection with this Amendment have been duly authorized by all requisite action by or on behalf of the Borrower and the Servicer, and this Amendment has been duly executed and delivered on behalf of the Borrower and the Servicer. This Amendment is enforceable against each such Person in accordance with its respective terms, except as enforceability may be limited by applicable debtor relief laws and general principles of equity.

3.2. No event has occurred and is continuing that constitutes (i) an Event of Default, Unmatured Event of Default or Facility Amortization Event or (ii) a Servicer Termination Event or any event that with the giving of notice or the lapse of time, or both, would constitute a Servicer Termination Event (after giving effect to this Amendment).

3.3. The representations and warranties contained in Sections 5.01 and 5.02 of the Agreement are true and correct on and as of the date hereof as though made on and as of the date hereof and shall be deemed to have been made on the date hereof, except to the extent such representations and warranties expressly relate to an earlier date as set forth therein (after giving effect to this Amendment).

SECTION 4. REFERENCE TO AND EFFECT ON THE AGREEMENT AND THE BASIC DOCUMENTS.

The parties hereto agree that notwithstanding the execution and delivery hereof, the Basic Documents shall be and remain in full force and effect and that any rights and remedies of the Administrative Agent and the Lenders thereunder, obligations of any Regional Management Entities thereunder and any liens or security interests created or provided for thereunder shall be and remain in full force and effect and shall not be affected, impaired or discharged hereby. Nothing herein contained shall in any manner affect or impair the priority of the liens and security interest created and provided for by the Basic Documents as to the indebtedness which would be secured thereby prior to giving effect hereto.

Except as specifically modified hereby the Agreement shall continue in full force and effect in accordance with its original terms. Except as specifically required hereby, reference to this specific Amendment need not be made in any note, document, letter, certificate, the Agreement

itself, any other Basic Document or any communication issued or made pursuant to or with respect to the Agreement or any other Basic Document, any reference to the Agreement being sufficient to refer to the Agreement as amended hereby.

SECTION 5. EFFECT.

The execution, delivery and effectiveness of this Amendment shall not operate as a waiver of any right, power or remedy under the Agreement or any of the other Basic Documents, nor constitute a waiver of any provision contained therein, except as specifically set forth herein.

SECTION 7. GOVERNING LAW.

This Amendment will be governed by and construed in accordance with the laws of the State of New York without reference to its conflicts of laws provisions (other than Sections 5-1401 and 5-1402 of the New York General Obligations Law).

SECTION 8. SEVERABILITY.

Each provision of this Amendment shall be severable from every other provision of this Amendment for the purpose of determining the legal enforceability of any provision hereof, and the unenforceability of one or more provisions of this Amendment in one jurisdiction shall not have the effect of rendering such provision or provisions unenforceable in any other jurisdiction.

SECTION 9. COUNTERPARTS.

This Amendment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page by facsimile or electronic transmission (*i.e.*, “.pdf” or “.tif”) shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 10. ELECTRONIC SIGNATURES.

This Amendment shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code (collectively, “*Signature Law*”); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For avoidance of doubt, original manual

signatures shall be used for execution or indorsement of writings and authentication of Notes when required under the UCC or other Signature Law due to the character or intended character of the writings.

SECTION 11. EXPENSES.

The Borrower shall pay all out-of-pocket costs and expenses incurred by the Administrative Agent, along with any fees, if any, in connection with the preparation, negotiation, execution and delivery of this Amendment and any other instruments and documents contemplated hereby.

[signatures appear on following pages]

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES VII, LLC, as Borrower

By: /s/ Harpreet Rana

Name: Harpreet Rana

Title: Executive Vice President and Chief Financial and
Administrative Officer

REGIONAL MANAGEMENT CORP, as Servicer

By: /s/ Harpreet Rana

Name: Harpreet Rana

Title: Executive Vice President and Chief Financial and
Administrative Officer

Signature Page to Third Amendment to Credit Agreement (RMR VII)

BMO CAPITAL MARKETS CORP.,
as Administrative Agent

By: /s/ Frank Trocchio
Name: Frank Trocchio
Title: Managing Director

BANK OF MONTREAL,
as Committed Lender

By: /s/ Jacqueline M Lentz
Name: Jacqueline M Lentz
Title: Director

Signature Page to Third Amendment to Credit Agreement (RMR VII)

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Exhibit A

Amendments to Credit Agreement

See attached.

Conformed through
First Amendment dated as of March 29, 2024
Second Amendment dated as of October 3, 2024
Third Amendment dated as of August 19, 2025
Execution Version

CREDIT AGREEMENT

Dated as of April 3, 2023

among

REGIONAL MANAGEMENT RECEIVABLES VII, LLC,
as Borrower,

REGIONAL MANAGEMENT CORP.,
as Servicer,

the LENDERS
from time to time parties hereto,

the AGENTS
from time to time parties hereto,

COMPUTERSHARE TRUST COMPANY, N.A.,
as Securities Intermediary and Backup Servicer,

and

BMO CAPITAL MARKETS CORP.,
as Administrative Agent

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CREDIT AGREEMENT

This Credit Agreement, dated as of April 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, this “Agreement”), is among Regional Management Receivables VII, LLC, a Delaware limited liability company, as borrower (the “Borrower”), Regional Management Corp., a Delaware corporation (“Regional Management”), as servicer (the “Servicer”), the lenders from time to time parties hereto (the “Lenders”), the agents for the Lender Groups (as defined herein) from time to time parties hereto (the “Agents”), BMO Capital Markets Corp., as administrative agent for the Lenders (in such capacity, the “Administrative Agent”), and Computershare Trust Company, N.A., including its successors and permitted assigns, as securities intermediary (in such capacity, the “Securities Intermediary”) and backup servicer (in such capacity, the “Backup Servicer”).

WITNESSETH:

WHEREAS, the Borrower was formed for the purpose of taking assignments of, and holding, various assets, including secured and unsecured consumer loans, amounts received on or in respect of such finance contracts and proceeds of the foregoing;

WHEREAS, the Borrower desires that the Lenders make loans to the Borrower from time to time, the proceeds of which will be used to finance the purchase price of certain secured and unsecured consumer loans as described herein;

WHEREAS, the Lenders have made and desire to make such loans to the Borrower upon the terms and subject to the conditions set forth herein;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS; CONSTRUCTION

Section 1.01. Definitions

. Whenever used herein, unless the context otherwise requires, the following words and phrases shall have the following meanings:

“Account Bank” means a Qualified Institution that is holding the Accounts and is approved in writing by the Administrative Agent and the Borrower, which initially shall be Wells Fargo Bank, National Association.

“Account Collateral” means the Accounts, together with all cash, securities, financial assets (as defined in Section 8-102(a)(9) of the UCC) and investments and other property from time to time deposited or credited to the Collection Account and the Reserve Account and all proceeds thereof.

“Account Control Agreement” means the Account Control Agreement relating to the Accounts, dated as of the Closing Date, among the Borrower, the Administrative Agent and the Securities Intermediary.

“Accounts” mean the Collection Account and the Reserve Account.

“Additional Amount” has the meaning given to such term in Section 2.14(a).

“Adjusted Term SOFR” means, for purposes of any calculation with respect to any Loan and an Interest Period, the rate per annum equal to Term SOFR for such calculation with respect to such Loan for such Interest Period; provided, that if Adjusted Term SOFR as so determined shall ever be less than the Floor, then Adjusted Term SOFR shall be deemed to be the Floor.

“Administrative Agent” has the meaning given to such term in the Preamble.

“Advance Rate” means 76.0% or, upon occurrence, and during the continuation of a Level I Trigger Event, 72.5%.

“Advisors” means accountants, attorneys, consultants, advisors, credit enhancers, liquidity providers and Persons similar to the foregoing and the respective directors, officers, employees and managers of each of the foregoing.

“Affected Party” means the Administrative Agent, any Lender, any Credit Provider or any of their respective Affiliates.

“Affiliate” means, with respect to a Person, any other Person controlling, controlled by or under common control with such Person. For purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” or “controlled” have meanings correlative to the foregoing.

“Agent” means the agent for a particular Lender Group and “Agents” means all agents for all Lender Groups.

“Agent Fee Letter” means the Agent Fee Letter, dated as of the Second Amendment Effective Date, among the Borrower, the Servicer and the Administrative Agent, setting forth, among other things, the Utilization Fee, as such Agent Fee Letter shall be amended, amended and restated or otherwise supplemented from time to time.

“Aggregate Commitment” means, as of any day, the sum of the Commitments of each Lender Group.

“Aggregate Unpaids” means, as of any date, an amount equal to the sum of (without duplication) (i) the Loans Outstanding, (ii) all accrued but unpaid Interest (including any Interest due and owing but unpaid on a prior date) and (iii) all Unused Commitment Fees, Hedge Breakage Costs and other Obligations owed (whether due or accrued) by the Borrower to the Secured Parties, the Administrative Agent, the Backup Servicer, the Securities Intermediary and

the Third Party Allocation Agent under this Agreement and the other Basic Documents.

“Agreement” has the meaning given to such term in the Preamble.

“Alternative Rate” means, with respect to any Loan and an Interest Period, an interest rate per annum equal to Adjusted Term SOFR for such Interest Period; provided, however, that the “Alternative Rate” shall be the Base Rate for such Interest Period during the continuation of any Benchmark Unavailability Period.

“AML Law” has the meaning given to such term in Section 15.11.

“Amortization Period” means the period commencing on the Revolving Period Termination Date and ending on the day on which the Loans Outstanding are reduced to zero and all other Aggregate Unpaid have been paid in full.

“Annual Percentage Rate” or “APR” means, with respect to a Receivable, the rate per annum of finance charges stated in such Receivable as the “annual percentage rate” (within the meaning of the Federal Truth-in-Lending Act). If, after the Closing Date, the rate per annum with respect to a Receivable as of the related Cutoff Date is reduced (i) as a result of an Insolvency Proceeding involving the related Obligor or (ii) pursuant to the Servicemembers Civil Relief Act or similar State law, “Annual Percentage Rate” or “APR” shall refer to such reduced rate.

“Annualized Charge-off Ratio” means, with respect to any Determination Date and the related Collection Period, commencing with the Collection Period in which the initial Funding Date occurs, the product of (i) 12 and (ii) the percentage equivalent of a fraction, (a) the numerator of which is (x) the aggregate outstanding Principal Balance (determined for this purpose, with respect to any Defaulted Receivable, as if such Receivable was not a Defaulted Receivable) of all Receivables that have become Defaulted Receivables during such Collection Period, minus (y) the aggregate amount of Monthly Recoveries collected during the related Collection Period and (b) the denominator of which is the aggregate Principal Balance of all of the Receivables as of the last day of the previous Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Anti-Corruption Laws” means the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, the Canadian Corruption of Foreign Public Officials Act or any other law, rule, or regulation of any jurisdiction applicable to each of the Borrower, the Servicer and their respective Affiliates from time to time concerning or relating to bribery or corruption.

“Anti-Money Laundering Laws” means applicable laws or regulations in any jurisdiction in which each of the Borrower, the Servicer and their respective Affiliates is located or doing business that relates to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto.

“Applicable Law” means, with respect to any Person, all existing and future applicable laws, rules, regulations (including proposed, temporary and final income tax regulations), statutes, treaties, codes, ordinances, permits, certificates, orders and licenses of and

interpretations by any Governmental Authority (including, but not limited to, the federal Dodd-Frank Act; the Truth in Lending Act and its implementing regulation, Regulation Z, as these appeared under the Federal Reserve Board and, currently, under the CFPB; the Equal Credit Opportunity Act and its implementing regulation, Regulation B, as these appeared under the Federal Reserve Board and, currently, under the CFPB; the Securities and Exchange Act of 1934; the Fair Credit Reporting Act, including Regulation V; the Fair Credit Billing Act; the Fair Debt Collection Practices Act; the Federal Trade Commission Act; the Servicemembers Civil Relief Act; Anti-Corruption Laws; Anti-Money Laundering Laws; Sanctions; state adoptions of the foregoing federal laws; state usury laws; and state-specific adoptions of the National Consumer Act and the Uniform Consumer Credit Code), and applicable judgments, decrees, injunctions, writs, orders or line actions of any court, arbitrator or other administrative, judicial or quasi-judicial tribunal or agency of competent jurisdiction.

“Assignment and Acceptance” means an assignment and acceptance agreement between a Lender and an Eligible Assignee, in substantially the form of Exhibit C hereto.

“Assumption Date” means the date, if any, when the Backup Servicer becomes Successor Servicer hereunder.

“Authoritative Copy” means, with respect to any Electronic Contract that constitutes Electronic Chattel Paper, the authoritative copy thereof, as such term is used in Section 9-105 of the UCC.

“Authorized Officer” means, with respect to any Person other than a natural person, any officer of such Person, including any president, vice president, assistant vice president, treasurer, assistant treasurer, secretary or assistant secretary or any other officer performing functions similar to those performed by such officers.

“Available Amount” means, with respect to any day, the positive amount, if any, by which the Facility Amount exceeds the Loans Outstanding on such day.

“Available Borrowing Capacity” means, as of any day, the aggregate committed borrowing capacity which, as of such date of determination, is undrawn and is then available to be drawn by Regional Management under each of (i) the Senior Revolver and (ii) the Other Warehouse Facilities.

“Available Funds” means, for any Payment Date and the related Collection Period, the sum of (i) Collections on deposit in the Collection Account, to the extent received during or in respect of such Collection Period and (ii) any Reserve Account Withdrawal Amounts.

“Available Funds Shortfall” means, for any Payment Date and the related Collection Period, the positive difference, if any, of (i) the amount necessary to make all distributions required to be made pursuant to clauses (i) through (iii) of Section 2.08 over (ii) Collections on deposit in the Collection Account, to the extent received during or in respect of such Collection Period.

“Available Tenor” means, as of any date of determination and with respect to the then-current Benchmark, as applicable, (a) if such Benchmark is a term rate, any tenor for such

Benchmark (or component thereof) that is or may be used for determining the length of an Interest Period pursuant to this Agreement or (b) otherwise, any payment period for interest calculated with reference to such Benchmark (or component thereof) that is or may be used for determining any frequency of making payments of interest calculated with reference to such Benchmark, in each case, as of such date and not including, for the avoidance of doubt, any tenor for such Benchmark that is then-removed from the definition of “Interest Period” pursuant to Section 2.09(c)(iv).

“Backup Servicer” has the meaning given to such term in the Preamble.

“Backup Servicer Termination Notice” has the meaning given to such term in Section 8.04.

“Backup Servicing Fee” means the fee payable to the Backup Servicer on each Payment Date in accordance with Section 2.12(c), which fee shall be equal to the greater of (i) \$5,000, and (ii) the product of (a) the Backup Servicing Fee Rate, (b) the Eligible Pool Balance, as of the first day of the related Collection Period and (c) 1/12.

“Backup Servicing Fee Rate” has the meaning given to such term in the Computershare Fee Letter.

“Bank Originator” means any additional originator of the Receivables pursuant to a Bank Originator Program that has been approved in writing by the Administrative Agent and the Required Lenders.

“Bank Originator Conditions” means, with respect to any Receivable originated by a Bank Originator, which Regional Management intends to acquire from such Bank Originator, the satisfaction of the following conditions on or after the Second Amendment Effective Date: (a) delivery to the Administrative Agent of the fully executed copies of the applicable Bank Originator Program Documents, each in form and substance reasonably satisfactory to the Administrative Agent, along with copies and originals of such other documents, instruments, agreements and legal opinions reasonably requested by the Administrative Agent in connection therewith, (b) delivery to the Administrative Agent of the Bank Originator’s Credit Policy, and (c) the Administrative Agent shall have received and shall be satisfied, in its reasonable discretion, with the results of its diligence in respect of the applicable Bank Originator.

“Bank Originator Program” means a lending program established in accordance with and subject to a Bank Originator Program Agreement for which (i) Regional Management provides marketing and administrative services on behalf of the Bank Originator, (ii) Regional Management performs servicing or subservicing of the Receivables originated by such Bank Originator, and (iii) the Bank Originator underwrites, approves and originates such Receivables pursuant to the Bank Originator Program Agreement.

“Bank Originator Program Agreement” means that certain Program Management Agreement by and between Bank Originator and Regional Management, in form and substance reasonably satisfactory to the Administrative Agent, as the same may from time to time be amended, restated, supplemented and/or otherwise modified in accordance with the terms thereof and hereof, pursuant to which Regional Management agrees to provide certain marketing,

administration and loan servicing services in connection with Receivables originated by Bank Originator.

“Bank Originator Program Documents” means the Bank Originator Program Agreement, the Bank Originator Transfer Agreement, and all material agreements required to effectuate the Bank Originator Program that relate to the Receivables or participation interest therein originated by the Bank Originator and transferred to the Borrower, each in form and substance reasonably satisfactory to the Administrative Agent.

“Bank Originator Transfer Agreement” means any receivable purchase agreement, contribution agreement, assignment agreement, transfer or similar agreement between a Bank Originator, as the seller / transferor, and Regional Management, as the purchaser / transferee, pursuant to which a Bank Originator from time to time sells, transfers or otherwise conveys, and Regional Management from time to time purchases or otherwise receives, certain Receivables or participation interests therein originated by the Bank Originator to be transferred to the Borrower, in each case, in form and substance reasonably satisfactory to the Administrative Agent, as the same has been and may further be amended, restated, supplemented and/or otherwise modified from time to time in accordance with the terms thereof and hereof.

“Bankruptcy Code” means the United States Bankruptcy Code (Title 11 of the United States Code).

“Base Rate” means, as of any date of determination, a rate per annum equal to the greatest of (i) the Prime Rate, (ii) the Federal Funds Rate plus 0.50% and (iii) Term SOFR for a one-month tenor in effect on such day plus 1.0%; each change in the Base Rate shall take effect simultaneously with the corresponding change or changes in the Prime Rate, the Federal Funds Rate or Term SOFR, as applicable (provided that clause (iii) shall not be applicable during any period in which Term SOFR is unavailable or unascertainable). Notwithstanding the foregoing, in no event shall the Base Rate be less than 0.0%.

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

“Base Rate Term SOFR Determination Day” has the meaning assigned thereto in the definition of “Term SOFR”.

“Basel II” means the second Basel Accord issued by the Basel Committee on Banking Supervision.

“Basel III” means the third Basel Accord issued by the Basel Committee on Banking Supervision.

“Basic Documents” means this Agreement, the First Tier Master Purchase Agreement, the First Tier North Carolina Purchase Agreement, any Bank Originator Transfer Agreement, the Trust Agreement, the 2023-1B SUBI Supplement, the 2023-1B SUBI Certificate, the Transfer and Contribution Agreement, the 2023-1B SUBI Security Agreement, the UTI Administration Agreement, the 2023-1B SUBI Servicing Agreement, the 2023-1B SUBI Subservicing Agreement, the Second Tier Purchase Agreement, the Master Subservicing Agreement, the Electronic Vault Services Agreement, the Electronic Collateral Control Agreement, the Fee

Letter, the Agent Fee Letter, all Hedging Agreements, the Account Control Agreement, the Intercreditor Agreement, the Master Deposit Account Control Agreement, the Security Agreement, and any other document, certificate, opinion, agreement or writing delivered pursuant to, or the execution of which is necessary or incidental to carrying out the transactions contemplated by, this Agreement or any of the other foregoing documents.

“Benchmark” means, initially, the Term SOFR Reference Rate; provided that if a Benchmark Transition Event has occurred with respect to the Term SOFR Reference Rate or the then-current Benchmark, then “Benchmark” means the applicable Benchmark Replacement to the extent that such Benchmark Replacement has replaced such prior benchmark rate pursuant to Section 2.09(c)(i).

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

“Benchmark Replacement Adjustment” means, with respect to any replacement of the then-current Benchmark with an Unadjusted Benchmark Replacement for any applicable Available Tenor, the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected by the Administrative Agent and the Borrower giving due consideration to (a) any selection or recommendation of a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement by the Relevant Governmental Body or (b) any evolving or then-prevailing market convention for determining a spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of such Benchmark with the applicable Unadjusted Benchmark Replacement for Dollar-denominated syndicated or bilateral credit facilities.

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

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

(b) in the case of clause (c) of the definition of “Benchmark Transition Event,” the first date on which such Benchmark (or the published component used in the calculation thereof) has been determined and announced by or on behalf of the administrator of such Benchmark (or

such component thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) to be non-representative or non-compliant with or non-aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks; provided that such non-representativeness, non-compliance or non-alignment will be determined by reference to the most recent statement or publication referenced in such clause (c) and even if any Available Tenor of such Benchmark (or such component thereof) continues to be provided on such date.

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

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

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

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

(c) a public statement or publication of information by or on behalf of the administrator of such Benchmark (or the published component used in the calculation thereof) or the regulatory supervisor for the administrator of such Benchmark (or such component thereof) announcing that all Available Tenors of such Benchmark (or such component thereof) are not, or as of a specified future date will not be, representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks.

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

(or the published component used in the calculation thereof).

“Benchmark Unavailability Period” means the period (if any) (x) beginning at the time that a Benchmark Replacement Date has occurred if, at such time, no Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.09(c)(i) and (y) ending at the time that a Benchmark Replacement has replaced the then-current Benchmark for all purposes hereunder and under any Basic Document in accordance with Section 2.09(c)(i).

“Benefit Plan” means (i) employee benefit plans (as defined in Section 3(3) of ERISA) that are subject to Title I of ERISA, (ii) plans described in Section 4975(e)(1) of the Code, including individual retirement accounts or Keogh Plans that are not exempt under Section 4975(g) of the Code and (iii) any entities whose underlying assets include Plan Assets by reason of a plan’s investment in such entities.

“BMO” means Bank of Montreal.

“Borrower” has the meaning given to such term in the Preamble.

“Borrower Basic Documents” means all Basic Documents to which the Borrower is a party or by which it is bound.

“Borrower Operating Account” means the account of the Borrower specified on Schedule H hereto.

“Borrowing Base” means, as of any date of determination, an amount equal to the product of (i) the Eligible Pool Balance and (ii) the Advance Rate.

“Borrowing Base Deficiency” means, as of any date of determination, the positive amount, if any, by which (i) the aggregate Loans Outstanding exceeds (ii) the Borrowing Base.

“Borrowing Deficit” has the meaning given to such term in Section 2.02(d).

“Branch Assisted Electronic Receivable” means a Receivable entered into by an applicant who is a Regional branch-originated borrower, with respect to which the loan documentation is signed using DocuSign, Inc. technology.

“Branch Receivable” means a Small Branch Receivable or a Large Branch Receivable.

“Breakage Costs” means such amount or amounts as shall compensate any Lender for any administrative loss, cost or expense (but excluding lost profits) incurred by such Lender (as reasonably determined by such Lender) as a result of (a) any prepayment of a Loan (and interest thereon) other than on a Payment Date or (b) any failure by the Borrower to draw on a Funding Date in an amount set forth in the related Funding Request (including, without limitation, as a result of a failure to satisfy any condition to such funding as set forth in Sections 2.01 and 4.02).

“Business Day” means any day (other than a Saturday or Sunday) on which commercial banking institutions are open for business in New York, New York, Chicago, Illinois,

Minneapolis, Minnesota and Wilmington, Delaware; provided that, in relation to any SOFR Loan, and interest rate settings for any such SOFR Loan, any such day that is only an U.S. Government Securities Business Day.

“Cash Equivalents” means (i) securities with maturities of 90 days or less from the date of acquisition, issued or fully guaranteed by the United States government or any agency thereof, (ii) certificates of deposit and Eurodollar time deposits with maturities of 90 days or less from the date of acquisition and overnight bank deposits of any commercial bank having capital and surplus in excess of \$500,000,000, (iii) repurchase obligations of any commercial bank satisfying the requirements of clause (ii) above, having a term of not more than seven days with respect to securities issued or fully guaranteed or insured by the United States government, (iv) commercial paper of a domestic issuer rated at least A-1 or the equivalent thereof by Standard & Poor’s or Prime-1 or the equivalent thereof by Moody’s and in either case maturing within 90 days after the day of acquisition, (v) securities with maturities of 90 days or less from the date of acquisition issued or fully guaranteed by any State or commonwealth or territory of the United States, by any political subdivision or taxing authority of any such State, commonwealth or territory or by any foreign government, the securities of which State, commonwealth, territory, political subdivision, taxing authority or foreign government (as the case may be) are rated at least A by Standard & Poor’s or A2 by Moody’s, (vi) securities with maturities of 90 days or less from the date of acquisition backed by standby letters of credit issued by any commercial bank satisfying the requirements of clause (ii) above, (vii) shares of money market mutual or similar funds which invest exclusively in assets satisfying the requirements of clauses (i) through (vi) above or (viii) investments in money market or common trust funds having a rating from each of Moody’s and Standard & Poor’s in the highest investment category for short-term unsecured debt obligations or certificates of deposit granted thereby.

“Certificate of Formation” means the certificate of formation of the Borrower filed in Delaware, dated as of March 5, 2021.

“CFPB” means the Consumer Financial Protection Bureau.

“Change in Control” means the occurrence of any of the following: (i) any Person or group of Persons (within the meaning of Section 13 or 14 of the Exchange Act), shall have acquired beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act), directly or indirectly, of 30% or more of the total outstanding voting equity interests of Regional Management on a fully-diluted basis (and taking into account all such equity interests that such Person or group of Persons has the right to acquire pursuant to any option right) or (ii) the failure of Regional Management to own, directly or indirectly and free and clear of Liens, all of the outstanding voting equity (including membership) interests of the Borrower.

“Closing Date” means April 3, 2023

“Code” means the Internal Revenue Code of 1986.

“Collateral” has the meaning given to such term in Section 3.01(a).

“Collection Account” means a non-interest bearing trust account established or caused to be established by the Securities Intermediary at the Account Bank in the name and for the

account of the Borrower, into which all Collections shall be deposited, which is pledged to the Administrative Agent for the benefit of the Secured Parties and subject to the Account Control Agreement.

“Collection Period” means, with respect to any Payment Date, the immediately preceding calendar month (or, in the case of the first Payment Date, the period from and including the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Collection Policy” means with respect to (i) the initial Servicer and any Subservicer, the customary servicing practices of Regional Management attached hereto as Exhibit E and (ii) any Successor Servicer, the customary servicing practices of such Successor Servicer, in each case as such customary servicing practices may be changed from time to time pursuant to this Agreement.

“Collections” means, with respect to any Collection Period and the related Payment Date, (i) all cash collections and other cash proceeds of any Receivable or any other Collateral received by the Servicer (including from an Originator, the Borrower or a Subservicer) from or on behalf of any Obligor in payment of any amounts owed in respect of such Receivable, including Release Amounts deposited in the Collection Account pursuant to Sections 5.04 and 7.03(c), investment earnings in the Collection Account and the Reserve Account and Liquidation Proceeds, (ii) any other funds received by the Servicer (including from an Originator, the Borrower or a Subservicer) with respect to any Receivable (exclusive of ancillary fees (other than extension fees and late fees) which may be retained by the Servicer or the related Subservicer) or any other Collateral, (iii) all payments received by the Borrower pursuant to any Hedging Agreement or Hedge Transaction and (iv) all amounts received as proceeds of the Collateral sold pursuant to Section 10.02(c); in each case received during or in respect of such Payment Date and Collection Period, provided, that, for the avoidance of doubt, “Collections” shall not include any amounts retained by the Servicer as a Servicing Fee Advance in accordance with the terms of Section 2.12(d).

“Commercial Paper Notes” means any short-term promissory notes issued by or on behalf of a Conduit Lender with respect to financing any Loan hereunder.

“Commitment” means, with respect to any Lender Group as of any day, the commitment of such Lender Group to fund Loans in an aggregate amount not to exceed the amount set forth with respect to such Lender Group in the related Lender Supplement, as such amount may be modified in accordance with the terms hereof.

“Committed Lender” means any Lender that is designated as a Committed Lender in a Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of such Lender Group’s Commitment assumed by such assignee pursuant to its respective Assignment and Acceptance.

“Commodity Exchange Act” means the Commodity Exchange Act of 1936, as amended.

“Computershare” means Computershare Trust Company, N.A., acting through its

Corporate Trust Services division.

“Computershare Fee Letter” means, with respect to the Securities Intermediary and the Backup Servicer, the Schedule of Fees, dated as of January 13, 2023, between Computershare, the Borrower and/or Regional Management.

“Concentration Limits” means, as of any date of determination, based on the aggregate Eligible Receivables Principal Balance of the related type of Receivables; provided, that, for purposes of calculating the Concentration Limit in each of clauses (iii) through (x), (xiii) and (xiv) below, the Eligible Receivables Principal Balance shall exclude the Principal Balance of Specified APR Receivables:

- (i) based on the billing addresses of the related Obligor, the State with the highest aggregate Eligible Receivables Principal Balance does not account for Receivables constituting more than 40.0% of the aggregate Eligible Receivables Principal Balance;
- (ii) based on the billing addresses of the related Obligor, the three States with the highest aggregate Eligible Receivables Principal Balance do not account for Receivables constituting more than 70.0% of the aggregate Eligible Receivables Principal Balance;
- (iii) no more than 65.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$6,000;
- (iv) no more than 30.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables with an initial Principal Balance in excess of \$8,000;
- (v) no more than 2.5% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a Credit Score of less than 541;
- (vi) no more than 10.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a Credit Score of less than 581;
- (vii) no more than 35.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a Credit Score of less than 621;
- (viii) no more than 80.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which, at the time of origination of the related Receivables, the related Obligor had a Credit Score of less than 661;
- (ix) the weighted average Credit Score of all Obligor with respect to the Receivables shall not be less than 630;
- (x) the weighted average remaining term (by Principal Balance) of all

Receivables other than Convenience Checks shall not be greater than fifty (50) months;

(xi) the weighted average remaining term (by Principal Balance) of all Receivables that are Convenience Checks shall not be greater than thirty-six (36) months;

(xii) the weighted average remaining term (by Principal Balance) of all Specified APR Receivables shall not be greater than thirty-six (36) months;

(xiii) no more than 45.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables that have an original term to maturity greater than forty-eight (48) months;

(xiv) the weighted average APR (by Principal Balance) of all Receivables shall not be less than 29.0%;

(xv) no more than 30.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables which are not secured by any collateral pursuant to the terms of the related Contract;

(xvi) no more than 1.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which the related Contract is a Modified Contract;

(xvii) no more than 15.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables for which the related Contract is a Convenience Check;

(xviii) no more than 5.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Online Originated Receivables;

(xix) no more than 10.0% of the aggregate Eligible Receivables Principal Balance relates to Receivables that are Specified APR Receivables; and

(xx) no more than 0.0% (unless the Administrative Agent agrees in writing to a different percentage) of the aggregate Eligible Receivables Principal Balance relates to Hard Secured Receivables that have an amount financed in excess of \$25,000.

“Conduit Lender” means any Lender that is designated as a “Conduit Lender” in the Lender Supplement or in the Assignment and Acceptance pursuant to which it became a party to this Agreement, and any assignee of such Lender to the extent of the portion of its Lender Group’s Commitment assumed by such assignee pursuant to its respective Assignment and Acceptance.

“Confidential Information” means any information with respect to Regional Management, the Servicer, the Borrower, the Originators and their respective businesses and financial information, the Obligors, the Receivables and other Collateral and includes (i) information transmitted in written, oral, magnetic or any other medium, (ii) all copies and reproductions, in whole or in part, of such information and (iii) all summaries, analyses, compilations, studies, notes or other records to the extent such contain, reflect or are generated

from such information; provided, that Confidential Information does not include, with respect to a Person, information that (a) was already known to such Person and such knowledge was not obtained from the disclosing party under confidentiality obligations still binding on such Person, (b) is or has become part of the public domain through no act or omission of such Person in breach of Article Fourteen hereof, (c) is or was lawfully disclosed to such Person without restriction on disclosure by a third party, (d) is or was developed independently by such Person or (e) is or was lawfully and independently provided to such Person, from a third party who is not known by such Person to be in breach of an obligation of confidentiality to the disclosing party by disclosing such information.

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

“Continued Errors” has the meaning given to such term in Section 7.09(e).

“Contract” means, with respect to any Receivable, any non-revolving personal loan contract executed by an Obligor (or, in the case of a Convenience Check, the convenience check evidencing the personal loan originated through Regional Management’s convenience check direct mail campaign made available to an Obligor) under which an extension of credit by an Originator was made in the ordinary course of business to such Obligor (and, in the case of a non-revolving personal loan made by the Bank Originator, was made under the Bank Originator Program in accordance with the Bank Originator Program Documents), which contract contains the terms and conditions applicable to such Receivable and any applicable truth in lending disclosure statements related thereto (or, in the case of a Convenience Check, is accompanied by the terms and conditions applicable thereto and any applicable truth in lending disclosure statements related thereto which form a part of such contract), and which (i) (a) except with respect to Receivables originated by the Bank Originator, Regional Management had previously acquired from such Originator pursuant to the First Tier Master Purchase Agreement (or in the case of Receivables originated by Regional Finance Corporation North Carolina, has been contributed to the Trust), (b) with respect to Receivables originated by the Bank Originator, Regional Management had previously acquired from such Bank Originator pursuant to the Bank Originator Transfer Agreement (or in the case of participation interests in North Carolina

Receivables originated by the Bank Originator, have been contributed to the Trust), or (c) Regional Management has acquired directly or indirectly from a direct or indirect Subsidiary of Regional Management in connection with a Securitization (or in the case of Receivables originated by Regional Finance Corporation of North Carolina and in the case of participation interests in North Carolina Receivables originated by the Bank Originator, has been reallocated directly or indirectly from the related SUBI to the UTI); and (ii) the Borrower has acquired from Regional Management pursuant to the Second Tier Purchase Agreement and has included as part of the Collateral hereunder (or in the case of the Receivables originated by Regional Finance Corporation of North Carolina and in the case of participation interests in North Carolina Receivables originated by the Bank Originator, has been allocated to the 2023-1B SUBI); provided that, for the avoidance of doubt, with respect to Receivables originated by the Bank Originator, the Bank retains legal title of the related Contract unless otherwise provided by the Bank Program Documents.

“Contractual Obligation” means, with respect to any Person, any provision of any securities issued by such Person or any indenture, mortgage, deed of trust, contract, undertaking, agreement, instrument or other document to which such Person is a party or by which it or any of its property is bound or is subject.

“Convenience Check” means a personal loan originated through Regional Management’s convenience check direct mail campaigns.

“Corresponding Tenor” with respect to any Available Tenor means, as applicable, either a tenor (including overnight) or an interest payment period having approximately the same length (disregarding business day adjustment) as such Available Tenor.

“Credit Facility” means any of the committed loan facilities, lines of credit, letters of credit and other forms of credit enhancement available to the Conduit Lenders that are not Liquidity Facilities.

“Credit Policy” means the policies and procedures of Regional Management and the Bank Originator relating to the operation of the consumer lending business of Regional Management and the Bank Originator, as applicable, including the policies and procedures for determining the creditworthiness of Contract customers and the extension of credit to such customers, in each case as revised from time to time in accordance with this Agreement and as attached hereto as Exhibit D.

“Credit Provider” means any provider of a Credit Facility or Liquidity Facility.

“Credit Score” means either a FICO® Score or a VantageScore.

“Cutoff Date” means, with respect to Receivables transferred to the Borrower on each Funding Date, the close of business on such date as shall be identified as the Cutoff Date in the related Funding Request.

“Debt to Tangible Net Worth” means, as of any day, the ratio of Funded Debt to Tangible Net Worth.

“Default Rate” has the meaning set forth in the Fee Letter.

“Defaulted Receivable” means, any Receivable (i) with respect to which a Scheduled Payment thereon remains unpaid for 180 days or more after the related due date for such payment (or such longer period as permitted in accordance with the Collection Policy) or (ii) which has been charged-off in full or in part or is deemed uncollectible by the Servicer (as reflected in the records of the Servicer), in each case, in accordance with the Collection Policy. For purposes of computing the Eligible Receivables Principal Balance, the Principal Balance of any Receivable that becomes a “Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Defaulted Receivable”.

“Defaulted Receivable Release Price” means, with respect to any Defaulted Receivable to be sold to a third party pursuant to Section 5.04(e), an amount equal to the Liquidation Proceeds expected to be received by the Servicer in connection the sale of such Defaulted Receivable to a third party.

“Defaulting Group” has the meaning given to such term in Section 2.02(d).

“Defaulting Lender” has the meaning given to such term in Section 2.02(c).

“Delinquency Ratio (60+ Days)” means, with respect to any Collection Period, commencing with the Collection Period in which the initial Funding Date occurs, the percentage equivalent of a fraction, (i) the numerator of which is equal to the aggregate Principal Balance of all Delinquent Receivables (60+ Days) as of the last day of such Collection Period and (ii) the denominator of which is equal to the aggregate Principal Balance of all Receivables as of the last day of such Collection Period.

“Delinquent Receivable (60+ Days)” means a Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for 60 days or more from the related due date.

“Delinquent Renewal” means, with respect to any Receivable, a transaction in which a new non-revolving personal loan originated pursuant to a Contract is entered into between an Originator and a Obligor, which new non-revolving personal loan (x) is originated in accordance with the Servicer’s delinquent renewal underwriting criteria as set forth in its Credit Policy, (y) refinances such Receivable in full or in part, and (z) may also extend additional financing to such Obligor.

“Derivatives” means any (i) exchange-traded or over-the-counter forward, future, option, swap, cap, collar, floor or foreign exchange contract or any combination of the foregoing, whether for physical delivery or cash settlement, relating to any interest rate, interest rate index, currency, currency exchange rate, currency exchange rate index, debt instrument, debt price, debt index, depository instrument, depository price, depository index, equity instrument, equity price, equity index, commodity, commodity price or commodity index, (ii) similar transaction, contract, instrument, undertaking or security or (iii) transaction, contract, instrument, undertaking or security containing any of the foregoing.

“Determination Date” means, with respect to any Payment Date and the related

Collection Period, the last day of such Collection Period.

“Direct Competitor” means any Person (other than any Lender or its respective Affiliates) that (i) is primarily engaged in the same or substantially similar line of business as Regional Management and the Originators (other than the Bank Originator), (ii) is in direct competition with Regional Management and the Originators (other than the Bank Originator), and (iii) is identified on a written list delivered by Regional Management to the Administrative Agent and the Lenders on the Closing Date, as such list may be amended by Regional Management from time to time with the prior written consent of the Lenders (such consent not to be unreasonably withheld).

“Dodd-Frank Act” means The Dodd-Frank Wall Street Reform and Consumer Protection Act (Pub.L. 111-203, H.R. 4173).

“Dollars” or “\$” means the lawful currency of the United States.

“Dominion Period” has the meaning given to such term in the Intercreditor Agreement.

“Early Adoption Increased Costs” means charges or compensation sought from the Borrower by an Affected Party under Section 2.13(a) in anticipation of a Regulatory Change (including the imposition of internal charges on such Affected Party’s interests or obligations under this Agreement) in connection with such measures, in advance of the effective date of such Regulatory Change.

“Electronic Chattel Paper” shall have the meaning specified in Article 9 of the UCC.

“Electronic Collateral” has the meaning specified in the Electronic Collateral Control Agreement.

“Electronic Collateral Control Agreement” means that certain Electronic Collateral Control Agreement, dated as of the Closing Date, by and among the Administrative Agent, for itself and other Secured Parties, the Borrower, as a debtor, Regional Management, the Trust, acting thereunder solely with respect to the 2023-1B SUBI, as a debtor, and the Electronic Vault Provider.

“Electronic Contract” shall mean a Contract that was electronically executed and authenticated; provided, that an Electronic Contract that has been Exported shall not constitute an Electronic Contract. For the avoidance of doubt, each Online Originated Receivable shall be an Electronic Contract.

“Electronic Vault” shall mean the electronic vault wherein custody of Electronic Contracts shall be maintained in electronic form by the Servicer (in its capacity as custodian under this Agreement) (or any successor servicer), in each case, through a third-party Electronic Vault Provider that enables electronic contracting pursuant to the Electronic Vault Services Agreement.

“Electronic Vault Provider” shall mean eOriginal, Inc., a Delaware corporation, and any successor or replacement third-party provider of the technology platform on which the Electronic

Vault operates acting in such capacity with the prior written consent of the Administrative Agent (with the written consent of the Required Lenders).

“Electronic Vault Services Agreement” shall mean that certain Order Form with an effective date of April 3, 2023, by and between Regional Management and the Electronic Vault Provider.

“Electronic Vault System” shall mean the electronic vault system provided by the Electronic Vault Provider pursuant to the Electronic Vault Services Agreement or such other electronic system provider as may be mutually agreed upon by the Borrower, Regional Management and the Administrative Agent (with the written consent of the Required Lenders) that enables electronic contracting.

“Eligible Assignee” means a Person (i) whose short-term rating is at least “A-1” from Standard & Poor’s and “Prime-1” from Moody’s, or whose obligations under this Agreement are guaranteed by a Person whose short-term rating is at least “A-1” from Standard & Poor’s and “Prime-1” from Moody’s, (ii) who is either a commercial paper conduit that is administered by, or an Affiliate of, a Lender, an Agent or the Administrative Agent or a commercial paper conduit to whom a Lender, an Agent or the Administrative Agent provides liquidity support, credit enhancement or other similar support or (iii) who prior to the occurrence of an Event of Default or a Facility Amortization Event, has been consented to by the Borrower, which consent shall not be unreasonably withheld, delayed or conditioned; provided that no Direct Competitor shall be an Eligible Assignee so long as no Event of Default or Facility Amortization Event has occurred and is continuing.

“Eligible Pool Balance” means, as of any date of determination, (i) the sum of (a) the aggregate Eligible Receivables Principal Balance as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date) and (b) without duplication, the aggregate Eligible Receivables Principal Balance of the Eligible Receivables added to the Collateral during the period commencing on the Determination Date referred to in clause (a) above and ending on such date of determination, as of the related Cutoff Dates minus (ii) any Excess Concentration Amounts as of such date of determination.

“Eligible Receivable” has the meaning assigned thereto in Schedule B hereto.

“Eligible Receivables Principal Balance” means, on any date of determination, the sum of the Principal Balances of all of the Receivables (or if indicated by the context, a specified portion of the Receivables, including a participation interest) that are Eligible Receivables as of the immediately preceding Determination Date (or as of such date of determination if such date is a Determination Date) or, in the case of Receivables (or if indicated by the context, a specified portion of the Receivables, including a participation interest) transferred to the Borrower after such Determination Date, as of the related Cutoff Date.

“ERISA” means the Employee Retirement Income Security Act of 1974, as amended, and the regulations promulgated and rulings issued thereunder.

“ERISA Affiliate” means any (i) corporation which is a member of the same controlled group of corporations (within the meaning of Section 414(b) of the Code) as the Borrower, (ii)

trade or business (whether or not incorporated) under common control (within the meaning of Section 414(c) of the Code) with the Borrower or (iii) member of the same affiliated service group (within the meaning of Section 414(m) of the Code) as the Borrower, any corporation described in clause (i) above or any trade or business described in clause (ii) above.

“ERISA Event” means (a) the failure to meet the minimum funding standard of Sections 412 or 430 of the Internal Revenue Code or Sections 302 or 303 of ERISA with respect to any Pension Plan (whether or not waived in accordance with Section 412(c) of the Internal Revenue Code or Section 302(c) of ERISA) or the failure to make by its due date a required installment under Section 430(j) of the Internal Revenue Code with respect to any Pension Plan or the failure to make any required contribution to a Multiemployer Plan; (b) a prohibited transaction, withdrawals (within the meaning of Sections 4203 or 4205 of ERISA) or “reportable event” within the meaning of Section 4043 of ERISA and the regulations issued thereunder with respect to any Pension Plan (excluding those for which the provision for 30-day notice to the PBGC has been waived by regulation); (c) a notice of intent to terminate a Pension Plan established or maintained by Borrower or ERISA Affiliate has been filed; (d) a Pension Plan has been terminated under Section 4041(f) of ERISA or the Pension Benefit Guaranty Corporation has instituted proceedings to terminate, or appoint a trustee to administer such a Pension Plan or an event has occurred or condition exists that might constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any such Pension Plan or (e) the imposition of a Lien pursuant to Section 430(k) of the Internal Revenue Code or Section 303(k) or Title IV of ERISA.

“Errors” has the meaning given to such term in Section 7.09(e).

“Event of Default” has the meaning given to such term in Section 10.01(a).

“Excess Concentration Amounts” means, without duplication, the aggregate Eligible Receivables Principal Balance of Receivables that cause the applicable Concentration Limits to not be met.

“Exchange Act” means the Securities Exchange Act of 1934.

“Excluded Taxes” means any of the following Taxes imposed on or with respect to a Secured Party or required to be withheld or deducted from a payment to a Secured Party: (i) Taxes imposed on or measured by net income (however denominated), franchise Taxes imposed in lieu of net income Taxes or branch profits Taxes imposed, by any jurisdiction (or any political subdivision thereof), (a) as a result of the recipient being organized in, or having its principal office or applicable lending office located in the jurisdiction imposing such Tax or any political subdivision thereof) or (b) as a result of such Taxes being Other Connection Taxes, (ii) any United States withholding Tax imposed by reason of a Secured Party’s failure to provide to the Borrower the documents set forth in Section 2.14(e), (iii) any United States federal withholding Taxes that would be imposed on amounts payable to a Secured Party or other recipient under a Basic Document based upon the applicable withholding rate in effect at the time such Secured Party or other recipient becomes a party to such Basic Document (or designates a new lending office), except in each case to the extent that, pursuant to Section 2.14, amounts with respect to such Taxes were payable either to such Secured Party’s or recipient’s assignor immediately

before such Secured Party or recipient became a party hereto or to such Secured Party or recipient immediately before it changed its lending office and (iv) any Taxes imposed pursuant to or as a result of FATCA.

“Exported” means, with respect to a Contract, the Servicer (acting at the written direction of the Administrative Agent) or the Administrative Agent has decommissioned the related Electronic Contract and the Authoritative Copy (in the case of an Electronic Contract that constitutes Electronic Chattel Paper) or the electronically authenticated original record (in the case of an Electronic Contract that does not constitute Electronic Chattel Paper), as applicable, of such Contract is printed out pursuant to a “Paper Out”™ within the meaning specified in the System Description. “Export” and “Exporting” shall have corollary meanings.

“Extension Ratio” means, with respect to any Collection Period, commencing with the Collection Period in which the initial Funding Date occurs, the percentage equivalent of a fraction, (i) the numerator of which is the aggregate Principal Balance as of the last day of the Collection Period of all Receivables that became Extended Receivables during such Collection Period and (ii) the denominator of which is the aggregate Principal Balance of all Receivables as of the last day of the previous Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Extended Receivable” means, with respect to any Collection Period, any Receivable for which the related Obligor’s scheduled payment due date has been extended in accordance with the Collection Policy during such Collection Period.

“Facility Amortization Event” means the occurrence of any of the following events:

- (i) a Level II Trigger Event;
- (ii) a failure on the part of the Borrower to pay all Aggregate Unpaid by the Revolving Period Termination Date;
- (iii) an Event of Default;
- (iv) any change in the Collection Policy, other than in accordance with Section 6.02(o) or Section 6.04(j);
- (v) Regional Management, as Servicer, is no longer obligated to service new Receivables originated by Regional Management or purchased by Regional Management from the Originators;
- (vi) any change in the Credit Policy, other than in accordance with Section 6.01(h), Section 6.02(u) or Section 6.04(j);
- (vii) an event of default shall have occurred under the Senior Revolver; or
- (viii) a failure on the part of Regional Management to publicly file financial

statements in accordance with Section 13 or 15(d) of the Exchange Act within 120 days of the end of each fiscal year or within 45 days of each fiscal quarter or deliver to the Administrative Agent and the Lenders its financial statements to the extent required under Section 7.06(b).

“Facility Amount” means, on any date of determination, (i) prior to the Revolving Period Termination Date, the Aggregate Commitment on such day and (ii) on and after the Revolving Period Termination Date, the Loans Outstanding.

“Facility Termination Date” means the date on or following the Revolving Period Termination Date on which the Aggregate Unpaid have been indefeasibly paid in full.

“FATCA” means Sections 1471 through 1474 of the Code, any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b) of the Code and any laws, rules or regulations applicable to any intergovernmental agreement enacted pursuant to the foregoing.

“Federal Funds Rate” means, for any period, a fluctuating interest rate per annum (rounded upwards, if necessary, to the nearest 1/100 of 1%) equal for each day during such period to the weighted average of the federal funds rates as reported in Federal Reserve Board Statistical Release H.15(519) or any successor or substitute publication selected by the Administrative Agent (or, if such day is not a Business Day, for the preceding Business Day), or, if for any reason such rate is not available on any day, the rate determined, in the sole opinion of the Administrative Agent, to be the rate at which federal funds are being offered for sale in the national federal funds market at 9:00 a.m., New York City time, on such day.

“Federal Reserve Board” means the Board of Governors of the Federal Reserve System.

“Fee Letter” means the fee letter, dated as of the Closing Date, among the Borrower, the Servicer, the Administrative Agent and the initial Committed Lenders, setting forth, among other things, the Margin, the Step Up Margin, and the Unused Commitment Fee Rate, as such Fee Letter shall be amended, amended and restated or otherwise supplemented from time to time, including by that certain fee letter, dated as of the Second Amendment Effective Date, among the Borrower, the Servicer, the Administrative Agent and the Committed Lenders.

“FICO® Score” means a credit score created by Fair Isaac & Corporation, or any successor thereto; provided, that, in the case of a Receivable with two Obligor, such score is based on the higher of the two FICO® Scores at origination.

“Financial Covenant” means, so long as Regional Management is the Servicer, as of the last day of any Collection Period, (i) its Tangible Net Worth is not less than \$125,000,000, (ii) its Debt to Tangible Net Worth is not greater than 6.00 to 1.0 or such more restrictive ratio as have been effected in the Senior Revolver from time to time, (iii) the Liquidity Amount is not less than \$10,000,000 and (iv) Regional Management on a consolidated basis has unrestricted cash and unrestricted Cash Equivalents of not less than \$2,000,000.

“FinCEN” means the US Department of the Treasury’s Financial Crimes Enforcement Network.

“First Amendment Effective Date” means March 29, 2024.

“First Tier Master Purchase Agreement” means that certain First Tier Master Purchase Agreement, dated as of the Closing Date, by and among the Originators (other than the Bank Originator), as the sellers, and Regional Management, as the purchaser.

“First Tier North Carolina Purchase Agreement” means that certain First Tier North Carolina Purchase Agreement, dated as of the Closing Date, between Regional Finance Corporation of North Carolina, as the seller, and Regional Management, as the purchaser.

“Floor” means 0.00%.

“Force Majeure Event” means an event that occurs as result of an act of God, act of the public enemy, acts of declared or undeclared war (including acts of terrorism), public disorder, rebellion, sabotage, disease, quarantine, epidemics, pandemics, landslides, lightning, fire, hurricanes, earthquakes, floods, other natural disasters or the declaration of a state of emergency by the governor of a State or the President of the United States.

“Formation Documents” means the limited liability company agreement of the Borrower and the Certificate of Formation.

“Funded Debt” means, with respect to Regional Management on a consolidated basis in accordance with GAAP, on any day, without duplication, the following Indebtedness of such Regional Management: (i) all indebtedness or guarantees of Regional Management for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument or which accrue interest or are a type upon which interest charges are customarily paid; (ii) all liabilities secured by any Lien on any property owned by Regional Management even though Regional Management has not assumed or otherwise become liable for the payment thereof (provided that the amount of such liabilities included as Funded Debt shall be the lesser of the amount of such liabilities and the fair market value of the property of Regional Management securing such liabilities); (iii) the net amount of all indebtedness, obligations or liabilities of Regional Management in respect of Derivatives; (iv) all obligations, contingent or otherwise, of Regional Management as an account party in respect of undrawn letters of credit and undrawn letters of guaranty; (v) all obligations, contingent or otherwise, of Regional Management in respect of bankers’ acceptances; and (vi) guaranties of any of the foregoing.

“Funding Date” means each Business Day on which a Loan is made.

“Funding Request” means a written notice from the Borrower requesting a Loan and including the items required by Section 2.01(b), substantially in the form of Exhibit A hereto.

“GAAP” means generally accepted accounting principles as in effect from time to time in the United States.

“Governmental Authority” means, with respect to any Person, any nation or government, any State or other political subdivision thereof, any entity exercising executive, legislative,

judicial, regulatory or administrative functions of or pertaining to government, any bank examiner, any central bank or comparable agency and any court or arbitrator having jurisdiction over such Person.

“Gramm-Leach-Bliley Act” means the Financial Services Modernization Act of 1999 (Pub.L. 106-102, 113 Stat. 1338).

“Gross Excess Spread Percentage” means, with respect to any Collection Period, commencing with the Collection Period in which the initial Funding Date occurs, the excess of (1) the weighted average APR of the Eligible Pool Balance as of the last day of such Collection Period, over (2) the annualized fraction (expressed as a percentage) the numerator of which is the excess (if any) of (i) the sum of the following amounts for the related Payment Date: (A) the Servicing Fee, (B) the Backup Servicing Fee, (C) the aggregate amount of Interest payable by the Borrower on all Loans Outstanding during the related Collection Period and any Interest with respect to any prior Payment Date to the extent not paid on a prior Payment Date, and (D) the aggregate amount payable by the Borrower pursuant to a Hedging Agreement or Hedge Transaction on the related Payment Date (excluding termination payments and any upfront cap premiums), over (ii) the aggregate amount received by the Borrower pursuant to a Hedging Agreement or Hedge Transaction during such Collection Period (excluding termination payments), and the denominator of which is the aggregate Principal Balance of all of the Receivables as of the first day of such Collection Period (or, in the case of the first Collection Period, the period from the initial Cutoff Date through and including the last day of the calendar month immediately preceding the first Payment Date).

“Hard Secured Receivable” means a Receivable that is, as of the date of the origination thereof, secured by a lien on one or more Titled Assets.

“Hedge Breakage Costs” means the sum of the Senior Hedge Breakage Costs and the Subordinated Hedge Breakage Costs.

“Hedge Collateral” means all of the rights of the Borrower, whether now existing and hereafter acquired, in and to all Hedging Agreements, Hedge Transactions and all present and future amounts payable by all Hedge Counterparties to the Borrower under or in connection with such Hedging Agreements and Hedge Transactions with such Hedge Counterparties.

“Hedge Counterparty” means any entity that on the date of entering into any Hedge Transaction (1) is the Administrative Agent or an Affiliate of the Administrative Agent or (2) (i) is an interest rate hedge provider that has been approved in writing by the Administrative Agent, acting at the direction of the Required Lenders (which approval shall not be unreasonably withheld), (ii) whose debt ratings satisfy each of the Long-Term Rating Requirement and the Short-Term Rating Requirement and (iii) who agrees that in the event that Moody’s or Standard & Poor’s reduces its long-term unsecured debt rating below the Long-Term Rating Requirement or its short-term unsecured debt rating below the Short-Term Rating Requirement, it shall (a) transfer its rights and obligations under each Hedge Transaction to another entity that meets the requirements of this definition and has entered into a Hedging Agreement with the Borrower on or prior to the date of such transfer, (b) obtain a guarantee of all its obligations under each Hedge Transaction to which it is party, for the benefit of the Borrower, from a Person that satisfies each

of the Long-Term Rating Requirement and the Short-Term Rating Requirement or (c) post collateral in an amount and form and upon such terms as are satisfactory to the Administrative Agent. Each Hedge Counterparty must consent to the assignment of the Borrower's rights under the Hedging Agreement to the Administrative Agent pursuant to Section 6.03(b).

“Hedge Transaction” means each interest rate hedge transaction between the Borrower and a Hedge Counterparty entered into pursuant to Section 6.03(a) and governed by a Hedging Agreement.

“Hedging Agreement” means each agreement between the Borrower and a Hedge Counterparty which governs one or more Hedge Transactions entered into pursuant to Section 6.03(a), which shall consist of a “Master Agreement” in a form published by the International Swaps and Derivatives Association, Inc., together with a “Schedule” thereto, any applicable Credit Support Annex and each “Confirmation” thereunder confirming the specific terms of each such Hedge Transaction, in form and substance satisfactory to the Required Lenders. For the avoidance of doubt, a long form confirmation that incorporates a Master Agreement and any applicable Credit Support Annex by reference and includes terms that, if accompanying a Master Agreement or Credit Support Annex, would be included in the Schedule to the Master Agreement or paragraph 13 of the Credit Support Annex shall be considered a Hedging Agreement.

“Indebtedness” means, with respect to any Person and any day, without duplication, (i) all indebtedness or guarantees of such Person for borrowed money or for the deferred purchase price of property or services (other than current liabilities incurred in the ordinary course of business and payable in accordance with customary trade practices) or which is evidenced by a note, bond, debenture or similar instrument, (ii) all obligations of such Person in respect of acceptances issued or created for the account of such Person, (iii) all liabilities secured by any Lien on any property owned by such Person even though such Person has not assumed or otherwise become liable for the payment thereof, (iv) all indebtedness, obligations or liabilities of that Person in respect of Derivatives, (v) all obligations, contingent or otherwise, of such Person as an account party in respect of letters of credit and letters of guaranty and (vi) all obligations, contingent or otherwise, of such Person in respect of bankers' acceptances; provided, that “Indebtedness” shall not include any obligations of such Person under any leases.

“Indemnified Amounts” has the meaning given to such term in Section 11.01.

“Indemnified Party” has the meaning given to such term in Section 11.01.

“Indemnified Taxes” means (a) Taxes, other than Excluded Taxes, imposed on or with respect to any payment made by or for the account of the Borrower under this Agreement, and (b) to the extent not covered in (a) above, Other Taxes.

“Independent Manager” means an individual who (a) for the five-year period prior to his or her appointment as Independent Manager of the Borrower has not been, and is not at the time of such appointment or during the continuation of his or her service as Independent Manager, any of the following: (i) an employee, director, stockholder, member, partner, attorney or counsel, or officer of any Regional Management Entity or any of their Affiliates (other than as an

independent manager, springing member or special member thereof); (ii) a customer or supplier or creditor or other Person who derives any of its purchases or revenues from its activities with any Regional Management Entity or any of their Affiliates; or (iii) any member of the immediate family of or Person controlling or under common control with any Person excluded from serving as Independent Manager in (i) or (ii), (b) has prior experience as an independent director for a corporation or limited liability company whose charter documents required the unanimous consent of all independent directors thereof before such corporation or limited liability company could consent to the institution of bankruptcy or insolvency proceedings against it or could file a petition seeking relief under any applicable federal or state bankruptcy or insolvency law and (c) is employed by Maples Fiduciary Services (Cayman) Limited, Global Securitization Services Inc., CT Corporation, Corporation Service Company, National Registered Agents, Inc., Wilmington Trust Company, Wilmington Trust SP Services, Inc., Wilmington Trust, National Association, Stewart Management Company, LordSPV, a TMF Group Company, or, if none of those companies is then providing professional independent directors, independent managers or independent trustees, another nationally recognized company, in each case, that provides professional independent directors, independent managers or independent trustees and other corporate services in the ordinary course of its business and is reasonably acceptable to the Required Lenders.

“Initial Beneficiary” has the meaning given to such term in the Trust Agreement.

“Initial Loan” means the first Loan made on or after the Closing Date.

“Initial Receivables” means the Receivables that become a part of the Collateral in connection with the Initial Loan.

“Insolvency Event” means, with respect to any Person, (i) a case or other proceeding shall be commenced, without the application or consent of such Person in any court seeking the liquidation, reorganization, debt arrangement, dissolution, winding up, or composition or readjustment of debts of such Person under any applicable U.S. federal or State law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator, or other similar official of such Person or of any substantial part of its property, or ordering the winding up or liquidation of its affairs, or any similar action with respect to such Person under the Bankruptcy Code or any other law relating to bankruptcy, insolvency, reorganization, winding up or composition or adjustment of debts and (A) such case or proceeding shall continue undismissed, or unstayed and in effect, for a period of sixty (60) consecutive days or (B) an order for relief in respect of such Person shall be entered in such case or proceeding or a decree or order granting such other requested relief shall be entered; or (ii) the commencement by such Person of a voluntary case under any Insolvency Law now or hereafter in effect, or the consent by such Person to the entry of an order for relief in an involuntary case under any such Insolvency Law, or the consent by such Person to the appointment of or taking possession by a receiver, liquidator, assignee, custodian, trustee, sequestrator or similar official for such Person or for any substantial part of its property, or the making by such Person of any general assignment for the benefit of creditors, or the failure by such Person generally to pay its debts as such debts become due, or the taking of action by such Person in furtherance of any of the foregoing.

“Insolvency Laws” means the Bankruptcy Code and all other applicable liquidation,

conservatorship, bankruptcy, moratorium, arrangement, rearrangement, receivership, insolvency, reorganization, suspension of payments, marshaling of assets and liabilities or similar debtor relief laws from time to time in effect affecting the rights of creditors generally.

“Insolvency Proceeding” means, with respect to any Person, any bankruptcy, insolvency, arrangement, rearrangement, conservatorship, moratorium, suspension of payments, readjustment of debt, reorganization, receivership, liquidation, marshaling of assets and liabilities or similar proceeding of or relating to such Person under any Insolvency Laws.

“Instrument” means any “instrument” (as defined in Article 9 of the UCC), other than an instrument that constitutes part of chattel paper.

“Integrity Check” shall have the meaning ascribed to such term in the System Description.

“Intercreditor Agreement” means the ~~Fourth~~Fifth Amended and Restated Intercreditor Agreement, dated as of ~~December 17, 2021~~the Third Amendment Effective Date, among Regional Management, BMO, as agent on behalf of the lenders under the Senior Revolver and as collateral agent, Regional Management, as servicer, Computershare, as ~~successor to Wells Fargo Bank, National Association, Wells Fargo Securities, LLC~~Third Party Allocation Agent, and the other parties thereto, including but not limited to the Administrative Agent, and the other parties joined thereto from time to time, ~~including but not limited to the Administrative Agent in each case,~~ as may be amended, restated, ~~supplemented~~ or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Interest” means, for any Interest Period and each Loan outstanding during such Interest Period, interest on the Principal Amount of such Loan computed pursuant to Section 2.07; provided, however, that (i) no provision of this Agreement shall require or permit the collection of Interest in excess of the Maximum Lawful Rate and (ii) no portion of any payment of Interest shall be considered to have been paid by any distribution if at any time such distribution is rescinded or must otherwise be returned for any reason.

“Interest Period” means, (i) as to the initial Payment Date, the period beginning on, and including, the Closing Date and ending on, and including, the last day of April 2023, and (ii) as to any subsequent Payment Date, the period beginning on, and including, the first day of the calendar month immediately preceding such Payment Date and ending on, and including, the last day of such calendar month; provided, that the final Interest Period shall begin on, and include, the first day of the calendar month containing the Facility Termination Date and shall end on the Facility Termination Date.

“Interest Rate” means, with respect to any Loan and any day in an Interest Period, a per annum rate equal to (i) (A) prior to an Event of Default, the applicable Alternative Rate on such day or (B) on or after the occurrence of an Event of Default, the Default Rate, plus (ii) the applicable Margin on such day, plus (iii) the applicable Step Up Margin.

“Interest Rate Hedge Trigger” means that, as of any Determination Date, the Gross Excess Spread Percentage is below 16.75%.

“Invested Percentage” means, for a Lender on any day, the percentage equivalent of (i) the sum of (a) the portion of the Loans Outstanding (if any) funded by such Lender on or prior to such day, plus, without duplication, (b) any portion of the Loans Outstanding acquired by such Lender on or prior to such day as an assignee from another Lender pursuant to an Assignment and Acceptance, minus (c) any portion of the Loans Outstanding assigned by such Lender to an assignee on or prior to such day pursuant to an Assignment and Acceptance, divided by (ii) the aggregate Loans Outstanding on such day.

“Investment” means, with respect to any Person, any direct or indirect loan, advance or investment by such Person in any other Person, whether by means of share purchase, capital contribution, loan or otherwise, and excluding commission, travel and similar advances to officers, employees and directors made in the ordinary course of business, except as permitted under the Basic Documents.

“Investment Company Act” means the Investment Company Act of 1940.

“IRS” means the U.S. Internal Revenue Service.

“Large Branch Receivable” means a Receivable with an initial principal balance at the time of origination that is greater than or equal to \$2,501.

“Legal Final Maturity Date” means the Scheduled Commitment Termination Date.

“Lender” means (i) any Committed Lender or (ii) any Conduit Lender.

“Lender Advance” has the meaning given to such term in Section 2.01(a).

“Lender Group” means each group of Lenders consisting of (i) if applicable, a group of Conduit Lenders, (ii) an agent for such group of Lenders and (iii) a group of Committed Lenders, whether directly or as assignees of any such Conduit Lender.

“Lender Percentage” means, with respect to a Committed Lender or Conduit Lender, its Commitment as a percentage of the Aggregate Commitment.

“Lender Register” has the meaning given to such term in Section 13.01(d).

“Lender Supplement” means the information set forth in Schedule A to this Agreement with respect to each Lender in a Lender Group relating to payment and notice information and setting forth the identity and related Commitment of each such Lender.

“Level I Trigger Event” means the occurrence of any of the following events on any Determination Date (other than during a Securitization Trigger Holiday with respect to such Determination Date and the related Collection Period), with respect to the related Collection Period:

- (i) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the

Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 6.00%;

(ii) the average Extension Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 6.00%; or

(iii) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, a Securitization Trigger Holiday, or a Nonperforming Loan Sale Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday” or “Nonperforming Loan Sale Holiday”, as applicable) exceeds 13.50%;

“Level II Trigger Event” means the occurrence of any of the following events on any Determination Date (other than during a Securitization Trigger Holiday or a Nonperforming Loan Sale Holiday, as applicable, with respect to such Determination Date and the related Collection Period with respect to clauses (i), (ii), and (iii)), with respect to the related Collection Period:

(i) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 8.00%;

(ii) the average Extension Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 7.50%;

(iii) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, a Securitization Trigger Holiday, or a Nonperforming Loan Sale Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday” or “Nonperforming Loan Sale Holiday”, as applicable) exceeds 15.00%;

(iv) the occurrence of any inquiry (other than any Routine Inquiry) or investigation by a Governmental Authority against Regional Management or any of its

Affiliates challenging its or their authority to originate, hold, own, service, collect or enforce any Receivables, or otherwise alleging any material non-compliance by Regional Management or any of its Affiliates with any applicable law related to originating, holding, collecting, servicing or enforcing such Receivables that (i) is reasonably likely to have a Material Adverse Effect or (ii) is reasonably likely to render any material portion of the Collateral invalid, unenforceable or uncollectible;

(v) the average Managed Portfolio Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods exceeds 9.00%;

(vi) the average Managed Portfolio Extension Ratio for such Collection Period and the two preceding Collection Periods exceeds 8.50%; or

(vii) the average of the Managed Portfolio Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods exceeds 16.00%.

“Level III Trigger Event” means the occurrence of any of the following events on any Determination Date (other than during a Securitization Trigger Holiday or a Nonperforming Loan Sale Holiday, as applicable, with respect to such Determination Date and the related Collection Period with respect to clauses (i), (ii), (iii) and (iv)), with respect to the related Collection Period:

(i) the average Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Delinquency Ratios (60+ Days) for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 10.50%;

(ii) the average Extension Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date or a Securitization Trigger Holiday, the average of the Extension Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”) exceeds 9.00%;

(iii) the average of the Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods (or, if fewer than three Collection Periods have elapsed since the Closing Date, a Securitization Trigger Holiday, or a Nonperforming Loan Sale Holiday, the average of the Annualized Charge-off Ratios for the number of Collection Periods that have elapsed since the Closing Date or as specified in the definition of “Securitization Trigger Holiday”, or “Nonperforming Loan Sale Holiday”, as applicable) exceeds 17.50%;

(iv) [reserved;]

(v) the average Managed Portfolio Delinquency Ratio (60+ Days) for such Collection Period and the two preceding Collection Periods exceeds 11.50%;

(vi) the average Managed Portfolio Extension Ratio for such Collection Period and the two preceding Collection Periods exceeds 10.00%; or

(vii) the average of the Managed Portfolio Annualized Charge-off Ratio for such Collection Period and the two preceding Collection Periods exceeds 18.50%.

“Liability” means any duty, responsibility, obligation or liability.

“Lien” means any mortgage, lien, pledge, charge, claim, security interest or encumbrance of any kind.

“Liquidation Proceeds” means, for any Collection Period and any Defaulted Receivable, or, in connection with a Nonperforming Loan Sale, any Delinquent Receivable (60+ Days), the amount (which shall not be less than zero) received by the Servicer and deposited into the Collection Account after such Receivable became a Defaulted Receivable or a Delinquent Receivable (60+ Days), as applicable, in connection with the attempted realization of the full amounts due or to become due under such Receivable, whether from the sale or other disposition of any underlying collateral securing the related Contract, the proceeds of repossession or any collection effort, the proceeds of recourse or similar payments payable in respect of such Receivable, or otherwise, net of any amounts required by Applicable Law to be remitted to the related Obligor and net of any reasonable out-of-pocket expenses (exclusive of overhead) incurred by the Servicer with respect to the collection and enforcement of such Receivable, to the extent not previously reimbursed to the Servicer.

“Liquidity Amount” means, on any date of determination, the sum of (i) unrestricted cash and unrestricted Cash Equivalents owned by Regional Management on a consolidated basis, (ii) the Available Borrowing Capacity and (iii) if the conditions set forth in Section 4.02 to a Lender Advance on such date would be satisfied if a Funding Request for such date were delivered, the excess, if any, of the Borrowing Base over the Loans Outstanding.

“Liquidity Facilities” means each of the committed loan facilities, lines of credit and other financial accommodations available to a Conduit Lender to support the liquidity of such Conduit Lender’s Commercial Paper Notes.

“Loan” has the meaning given to such term in Section 2.01(a).

“Loans Outstanding” means, on any day, the aggregate Principal Amount of the Loans, made on or prior to such day, reduced from time to time by payments and distributions in respect of principal of the Loans in accordance with the terms hereof.

“Long-Term Rating Requirement” means, with respect to any Person, that such Person has a long-term unsecured debt rating of either not less than “A” by Standard & Poor’s or not less than “A2” by Moody’s.

“Managed Portfolio Aggregate Principal Balance” means, on any date of determination, the aggregate Principal Balances of all Managed Portfolio Receivables on such date.

“Managed Portfolio Annualized Charge-off Ratio” means, with respect to any

Determination Date and the related Collection Period, the product of (i) 12 and (ii) the percentage equivalent of a fraction, (a) the numerator of which is the aggregate outstanding Principal Balance (determined for this purpose, with respect to any Managed Portfolio Defaulted Receivable, as if such Managed Portfolio Receivable was not a Managed Portfolio Defaulted Receivable) of all Managed Portfolio Receivables that have become Managed Portfolio Defaulted Receivables during such Collection Period and (b) the denominator of which is the Managed Portfolio Aggregate Principal Balance as of the last day of the previous Collection Period.

“Managed Portfolio Defaulted Receivable” means, any Managed Portfolio Receivable (i) with respect to which a Scheduled Payment thereon remains unpaid for 180 days or more after the related due date for such payment or (ii) which has been charged-off (or should have been charged-off) or is deemed uncollectible in accordance with the Collection Policy. For purposes of computing the Managed Portfolio Aggregate Principal Balance, the Principal Balance of any Managed Portfolio Receivable that becomes a “Managed Portfolio Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Managed Portfolio Defaulted Receivable”.

“Managed Portfolio Delinquency Ratio (60+ Days)” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is equal to the aggregate Principal Balance of all Managed Portfolio Delinquent Receivables (60+ Days) as of the last day of such Collection Period and (ii) the denominator of which is equal to the Managed Portfolio Aggregate Principal Balance as of the last day of such Collection Period.

“Managed Portfolio Delinquent Receivable (60+ Days)” means a Managed Portfolio Receivable, other than a Defaulted Receivable, with respect to which a Scheduled Payment thereon remains unpaid for 60 days or more from the related due date.

“Managed Portfolio Extended Receivable” means, with respect to any Collection Period, any Managed Portfolio Receivable for which the related Obligor’s scheduled payment due date has been extended pursuant to the Collection Policy during such Collection Period.

“Managed Portfolio Extension Ratio” means, with respect to any Collection Period, the percentage equivalent of a fraction, (i) the numerator of which is the aggregate Principal Balance as of the last day of the Collection Period of all Managed Portfolio Receivables that became Managed Portfolio Extended Receivables during such Collection Period and (ii) the denominator of which is the Managed Portfolio Aggregate Receivables Balance as of the first day of such Collection Period.

“Managed Portfolio Receivable” means a Receivable (without giving effect to the requirement in the definition thereof that the related Contract be included in the Schedule of Receivables hereto) in Regional Management’s loan portfolio with an APR of 36% or less that relates to a Large Branch Receivable, Small Branch Receivable, Convenience Check or Online Originated Receivable, except for (i) auto loan delinquent renewals and (ii) any identified test products.

“Margin” has the meaning set forth in the Fee Letter.

“Master Collection Accounts” has the meaning given to such term in the Intercreditor

Agreement.

“Master Deposit Account” means the deposit account governed by the Master Deposit Account Control Agreement.

“Master Deposit Account Control Agreement” means, collectively (A) the ~~Fourth~~Fifth Amended and Restated Deposit Account Control Agreement, dated as of ~~September 20, 2019~~the Third Amendment Effective Date, among Regional Management, ~~Wells Fargo Bank, National Association~~BMO, as collateral agent, Wells Fargo Bank, National Association, as depository bank, and the other parties thereto and (B) that certain Deposit Account Control Agreement, dated as of the Third Amendment Effective Date, among Regional Management, BMO, as collateral agent and BMO, as depository bank, and the other parties thereto, in each case, as amended, restated, supplemented or otherwise modifiedrestated from time to time in accordance with the terms hereof and thereof.

“Master Subservicing Agreement” means the Master Subservicing Agreement, dated as of the Closing Date, between the Servicer and each Subservicer.

“Material Adverse Effect” means, with respect to any Person and to any event or circumstance, a material adverse effect on (i) the business, condition (financial or otherwise), operations, performance, properties or prospects of such Person, (ii) the validity, enforceability or collectability of this Agreement or any other Basic Document or the validity, enforceability or collectability of a material portion of (a) the Contracts, (b) the Receivables or (c) any other Collateral, (iii) the rights and remedies of the Secured Parties under the Basic Documents, (iv) the ability of such Person to perform its obligations under this Agreement or any other Basic Document to which it is a party or (v) the status, existence, perfection, priority or enforceability of the interest of the Administrative Agent or the Lenders in the Collateral.

“Maturity Date” means the earliest to occur of (i) the Legal Final Maturity Date and (ii) the deemed occurrence or declaration of the Maturity Date under Section 10.01(b).

“Maximum Lawful Rate” means the highest rate of interest permissible under Applicable Law.

“Member” means Regional Management, as the member of the Borrower.

“Modified Contract” means, with respect to a Receivable, the related Contract (i) which at any time, was in default and which default was cured by adjusting or amending the contract terms or accepting a reduced payment, other than a Contract that was modified in connection with an insolvency proceeding under Chapter 13 of the Bankruptcy Code, or (ii) for which the APR, the number or amount of the Scheduled Payments or Principal Balance was amended or otherwise modified at any time.

“Monthly Loan Tape” means a data tape, which shall include with respect to each Receivable (i) the related Contract identification number, (ii) the identity of the related Originator, (iii) the current Principal Balance, (iv) the current number of days such Receivable is delinquent, (v) whether or not the related Obligor is a debtor in bankruptcy, (vi) the next payment date, (vii) the remaining term to maturity, (viii) the current maturity date, (ix) the

original maturity date, (x) the number of extensions, (xi) the date of Contract (origination date), (xii) the funding date, (xiii) the original APR, (xiv) the current APR, (xv) the original monthly payment amount, (xvi) the current monthly payment amount, (xvii) the original principal balance (amount financed), (xviii) the original term to maturity, (xix) the State in which the related Obligor has a mailing address, (xx) the Credit Score at origination, (xxi) the product category (Large Branch, Small Branch, Online or Convenience Checks), (xxii) the security type (soft, hard or unsecured), (xxiii) whether the related contract is a Modified Contract, and (xxiv) any other information reasonably requested by a Lender to be included therein.

“Monthly Principal Payment Amount” means, with respect to any Payment Date, the amount (or such lesser amount as then available pursuant to Section 2.08(a)(iii)), if any, necessary to reduce the Loans Outstanding so that they equal the Borrowing Base as of such Payment Date.

“Monthly Recoveries” means, without duplication, with respect to any Receivable, any amounts (up to the aggregate principal balance of such Receivable that has been charged off in accordance with the Collection Policy) actually collected that, in accordance with the Collection Policy in effect at the time of such collection, constitute recoveries of amounts that were previously charged off with respect to such Receivable.

“Monthly Report” means, with respect to any Payment Date and the related Collection Period, a monthly statement of the Servicer delivered on each Reporting Date with respect to such Collection Period, in substantially the form of Exhibit H, which may be modified from time to time as mutually agreed by the Servicer, the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

“Moody’s” means Moody’s Investors Service, Inc.

“Multiemployer Plan” means a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA which is or was at any time during the current year or the immediately preceding five years contributed to by the Borrower or any ERISA Affiliate on behalf of its employees.

“Non-Defaulting Group” has the meaning given to such term in Section 2.02(d).

“Non-Defaulting Group Funding Date” means, with respect to a request by the Borrower to the Non-Defaulting Groups to fund the Borrowing Deficit in accordance with Section 2.02(d), the second Business Day following the date of such request.

“Nonperforming Loan Sale” means the sale to an unaffiliated third party pursuant to Section 5.04(f) hereof of a pool of Nonperforming Loan Sale Receivables.

“Nonperforming Loan Sale Collection Period” means the Collection Period during which a Nonperforming Loan Sale occurs; provided that for the avoidance of doubt, a Collection Period during which a Nonperforming Loan Sale occurs shall not be deemed to be a Nonperforming Loan Sale Collection Period unless and until the Administrative Agent receives written notice (which may be electronic) in accordance with Section 5.04(f).

“Nonperforming Loan Sale Holiday” means, the period beginning on the first day of a

Nonperforming Loan Sale Collection Period through and including the last day of the Nonperforming Loan Sale Collection Period; provided, that a Nonperforming Loan Sale Holiday shall not be deemed to occur unless and until the Administrative Agent receives written notice (which may be electronic) in accordance with Section 5.04(f). If fewer than three (3) Collection Periods have elapsed since the Nonperforming Loan Sale Holiday, average Annualized Charge-off Ratio under clauses (iii) of the “Level II Trigger Event” definition and average Annualized Charge-off Ratio under clauses (iii) of the “Level III Trigger Event” definition, will be calculated as follows: (A) for the Determination Date relating to the Collection Period immediately succeeding the Nonperforming Loan Sale Collection Period, the “average” Annualized Charge-off Ratio shall be calculated solely with respect to such succeeding Collection Period; and (B) for the Determination Date relating to the second Collection Period immediately succeeding the Nonperforming Loan Sale Collection Period, the average Annualized Charge-off Ratio shall be calculated for such Collection Period and the immediately preceding Collection Period. Notwithstanding the foregoing, there shall not be more than two (2) Nonperforming Loan Sale Holidays per calendar year.

“Nonperforming Loan Sale Receivables” means the pool of Delinquent Receivables (60+ Days) and/or Defaulted Receivables sold in connection with a Nonperforming Loan Sale in accordance with Section 5.04(f).

“Nonperforming Loan Sale Release Price” means, with respect to any Nonperforming Loan Sale Receivables to be sold to a third party pursuant to Section 5.04(f), an amount equal to the Liquidation Proceeds expected to be received by the Servicer in connection with the sale of such Nonperforming Loan Sale Receivables to a third party.

“North Carolina Receivables” means, as of any date of determination, (i) the Receivables originated by Regional Finance Corporation of North Carolina and contributed to the Trust pursuant to the Transfer and Contribution Agreement from time to time, and (ii) Receivables originated by the Bank Originator in North Carolina, participation interests with respect to which are contributed to the Trust pursuant to the Transfer and Contribution Agreement and/or the Bank Originator Program Documents, and, in each case, allocated to the 2023-1B SUBI pursuant to the 2023-1B SUBI Supplement as of such date, as evidenced by the 2023-1B SUBI Certificate.

“Nortridge Loan System” means a third-party technology platform on which the Regional Management Entities’ underwriting, servicing and collection activity are logged and maintained and which is integrated into the Regional Management Entities’ information technology infrastructure.

“Obligations” means all loans, advances, debts, liabilities, indemnities and obligations for monetary amounts owing by the Borrower to the Secured Parties, the Agents, the Backup Servicer, the Securities Intermediary or any of their respective assigns, whether due or to become due, matured or unmatured, liquidated or unliquidated, contingent or non-contingent and all covenants and duties regarding such amounts, of any kind or nature, present or future, arising under or in respect of the Loans or any Hedging Agreement, whether or not evidenced by any separate note, agreement or other instrument, including all principal, interest (including interest that accrues after the commencement against the Borrower of any action under the Bankruptcy Code), amounts payable pursuant to Sections 2.13 and 2.14, Breakage Costs, Hedge Breakage

Costs, fees, including any and all arrangement fees, loan fees, Interest, and Unused Commitment Fee, and any and all other fees, expenses, indemnities, costs or other sums (including attorneys' fees and disbursements) chargeable to the Borrower under the Basic Documents.

“Obligor” means each Person obligated to make payments on or pursuant to a Receivable, including any guarantor thereof.

“OFAC” means the U.S. Department of the Treasury's Office of Foreign Assets Control.

“Officer's Certificate” means a certificate signed by any officer of the Borrower, the Servicer, an Originator, the Backup Servicer or any other Person, as the case may be, and delivered to the Administrative Agent or any other party hereto as required by this Agreement.

“Online Originated Receivable” means a Receivable that is not a Branch Assisted Electronic Receivable with respect to which the loan is originated online and the related loan documentation is signed using DocuSign, Inc. technology, in each case, in accordance with the Credit Policy.

“Opinion of Counsel” means, with respect to any Person, a written opinion of counsel, who is reasonably acceptable to the Administrative Agent or the party hereto that is the recipient of such written opinion of counsel.

“Originator” means each of (i) Regional Finance Corporation of Alabama, an Alabama corporation, (ii) Regional Finance Company of Arizona, LLC, a Delaware limited liability company, (iii) Regional Finance Company of California, LLC, a Delaware limited liability company, (iv) Regional Finance Company of Georgia, LLC, a Delaware limited liability company, (v) Regional Finance Company of Idaho, LLC, a Delaware limited liability company, (vi) Regional Finance Company of Illinois, LLC, a Delaware limited liability company, (vii) Regional Finance Company of Indiana, LLC, a Delaware limited liability company, (viii) Regional Finance Company of Louisiana, LLC, a Delaware limited liability company, (ix) Regional Finance Company of Mississippi, LLC, a Delaware limited liability company, (x) Regional Finance Company of Missouri, LLC, a Delaware limited liability company, (xi) Regional Finance Company of New Mexico, LLC, a Delaware limited liability company, (xii) Regional Finance Corporation of North Carolina, a North Carolina corporation, (xiii) Regional Finance Company of Oklahoma, LLC, a Delaware limited liability company, (xiv) Regional Finance Corporation of South Carolina, a South Carolina corporation, (xv) Regional Finance Corporation of Tennessee, a Tennessee corporation, (xvi) Regional Finance Corporation of Texas, a Texas Corporation, (xvii) Regional Finance Company of Utah, LLC, a Delaware limited liability company, (xviii) Regional Finance Company of Virginia, LLC, a Delaware limited liability company, (xix) Regional Finance Corporation of Wisconsin, a Wisconsin corporation, (xx) the Bank Originator, and (xxi) any other entity approved in writing by the Administrative Agent and the Required Lenders (a copy of which the Servicer shall provide to each Rating Agency, if any) that becomes a party to the First Tier Master Purchase Agreement pursuant to a joinder thereto.

“Other Connection Taxes” means, with respect to any Secured Party, Taxes imposed as a result of a present or former connection between such Secured Party and the jurisdiction

imposing such Tax (other than connections arising from such Secured Party having executed, delivered, become a party to, performed its obligations under, received payments under, received or perfected a security interest under, engaged in any other transaction pursuant to or enforced any Basic Document, or sold or assigned an interest in any Loan or Basic Document).

“Other Taxes” means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, any Basic Document, except any such Taxes that are Other Connection Taxes imposed with respect to an assignment (other than an assignment at the request of Borrower).

“Other Warehouse Facilities” means (i) the ~~Second Amended and Restated~~ Credit Agreement, ~~dated as of April 14, 2021, by and among Regional Management Receivables II, LLC, as borrower, Regional Management, as servicer, the lenders from time to time parties thereto, Wells Fargo Bank, as account bank, collateral custodian and backup servicer, Credit Suisse AG, New York Branch, as administrative agent, and Credit Suisse AG, New York Branch, as structuring and syndication agent, (ii) the Credit Agreement, dated as of April 19, 2021, by and among Regional Management Receivables IV, LLC, as borrower, Regional Management, as servicer, the lenders and agents from time to time party thereto, Wells Fargo Bank, National Association, as account bank and backup servicer, and Wells Fargo Bank, National Association, as administrative agent, (iv) the Credit Agreement, dated as of April 28, 2021, by and among Regional Management Receivables V, LLC as borrower, Regional Management, as servicer, the lenders and agents from time to time party thereto, Wells Fargo Bank, National Association, as account bank and backup servicer and JPMorgan Chase Bank, National Association, as administrative agent, (v) the Credit Agreement, dated as of February 2, 2023, by and among Regional Management Receivables VI, LLC as borrower, Regional Management, as servicer, the lenders and agents from time to time party thereto, ~~Computershare, as Regions Bank, as account bank and~~ securities intermediary, ~~and Computershare, as~~ backup servicer, and Regions Bank, as administrative agent; and (vi) any other warehouse facility that a Special Purpose Affiliate may enter into from time to time, in each case, as amended, amended and restated, supplemented or otherwise modified from time to time.~~

“Owner of Record” means the owner of an Authoritative Copy (in the case of an Electronic Contract that constitutes Electronic Chattel Paper) or an electronically authenticated original record of an executed Contract (in the case of an Electronic Contract that does not constitute Electronic Chattel Paper), which, within the Electronic Vault System, (i) is the Borrower, with respect to all Receivables that are not North Carolina Receivables or Receivables originated by the Bank Originator, (ii) is the Trust, with respect to all North Carolina Receivables (other than North Carolina Receivables that are originated by the Bank Originator), and (iii) is the Bank Originator with respect to Receivables originated by the Bank Originator.

“Owners” means the Lenders that are owners of record of the Loans or, with respect to any Loans held by an Agent hereunder as nominee on behalf of Lenders in the related Lender Group, the Lenders that are beneficial owners of such Loans as reflected on the books of such Agent in accordance with this Agreement and the other Basic Documents.

“Participant Register” has the meaning given to such term in Section 13.01(g).

“Patriot Act” means the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)).

“Payment Date” means the 15th day of each calendar month or, if any such day is not a Business Day, the next succeeding Business Day (provided that the first Payment Date will be May 15, 2023).

“Pension Plan” means “employee pension benefit plan”, as such term is defined in Section 3(2) of ERISA and that is subject to Title IV of ERISA or Section 412 of the Code, maintained by the Borrower or an ERISA Affiliate during the current year or the immediately preceding five years, or in which employees of such Borrower or ERISA Affiliate are entitled to participate or have participated during the current year or the immediately preceding five years, as from time to time in effect.

“Periodic Term SOFR Determination Day” has the meaning assigned thereto in the definition of “Term SOFR”.

“Permitted Investments” means any of the following types of investments:

(i) marketable obligations of the United States, the full and timely payment of which are backed by the full faith and credit of the United States and which have a maturity of not more than 270 days from the date of acquisition;

(ii) bankers’ acceptances and certificates of deposit and other interest-bearing obligations (in each case having a maturity of not more than 270 days from the date of acquisition) denominated in Dollars and issued by any bank with capital, surplus and undivided profits aggregating at least \$100,000,000 (including the Securities Intermediary or any of its respective Affiliates), the short-term obligations of which meet or exceed the Short-Term Rating Requirement;

(iii) repurchase obligations with a term of not more than ten days for underlying securities of the types described in clauses (i) and (ii) above entered into with any bank of the type described in clause (ii) above;

(iv) commercial paper rated at least “A-1” by Standard & Poor’s and “Prime-1” by Moody’s;

(v) money market funds registered under the Investment Company Act having a rating, at the time of such investment in the highest rating category by Moody’s and Standard & Poor’s (including funds for which any of the Securities Intermediary or its respective Affiliates is investment manager or advisor);

(vi) demand deposits, time deposits or certificates of deposit (having original maturities of no more than 365 days) of depository institutions or trust companies incorporated under the laws of the United States or any State (or domestic branches of any foreign bank) and subject to supervision and examination by federal or State banking

or depository institution authorities (including the Securities Intermediary or any of its respective Affiliates); provided, however, that at the time such investment, or the commitment to make such investment, is entered into, the short-term debt rating of such depository institution or trust company meets or exceeds the Short-Term Rating Requirement; and

(vii) any other investments approved in writing by the Administrative Agent (acting at the direction of the Required Lenders); provided, that each of the Permitted Investments may be purchased from the Securities Intermediary or through any Affiliate of the Securities Intermediary.

“Permitted Liens” means (i) Liens in favor of the Borrower created pursuant to the Second Tier Purchase Agreement, (ii) Liens in favor of the Trust in respect to the North Carolina Receivables, (iii) Liens in favor of any Agent or the Administrative Agent, as agent for the Secured Parties created pursuant to this Agreement or any other Basic Document, (iv) mechanics’ and other statutory Liens arising by operation of law with respect to a Hard Secured Receivable and (v) Liens for taxes and assessments not yet due or for taxes which the Borrower is contesting in good faith and by appropriate legal proceedings the validity, applicability or amount thereof and such contest does not materially endanger any right or interest of the Secured Parties under the Basic Documents.

“Person” means an individual, partnership, corporation, limited liability company, joint stock company, trust (including a business or statutory trust), unincorporated association, sole proprietorship, joint venture, government (or any agency or political subdivision thereof) or other entity.

“Plan Assets” has the meaning given to such term in Section 3(42) of ERISA.

“Precompute Receivable” means any Receivable or Managed Portfolio Receivable for which the related Contract is reflected as a precompute loan on the records of the Servicer or the applicable Subservicer.

“Precomputed Interest Method” means the method in which the debt is expressed as the sum of the original principal amount plus the finance charge computed in advance, assuming all payments will be made when scheduled.

“Prepayment Notice” means a written notice from the Borrower to the Administrative Agent, the Agents, the Securities Intermediary and each Hedge Counterparty, if any, notifying such parties of its intent to prepay all or any portion of the Loans Outstanding in accordance with Section 2.06, substantially in the form of Exhibit K hereto.

“Prime Rate” means, for any date of determination, the rate of interest most recently announced by the Administrative Agent from time to time as its prime commercial rate for Dollar-denominated loans made in the United States.

“Principal Amount” means, with respect to any Loan, the aggregate amount advanced by the Lenders on the Funding Date in respect of such Loan.

“Principal Balance” means, as of any determination date with respect to (a) a Receivable or Managed Portfolio Receivable other than a Precompute Receivable, the outstanding principal balance of such Receivable or Managed Portfolio Receivable and (b) a Receivable or Managed Portfolio Receivable that is a Precompute Receivable, the calculated principal balance of such Precompute Receivable, which is the result of (x) the remaining unpaid amount due in respect of such Precompute Receivable minus (y) the unearned interest on such Precompute Receivable calculated on an accrual basis; provided, that in the case of (a) and (b), the principal balance of such Receivable or Managed Portfolio Receivable is measured as of the most recent Determination Date (or as of such date of determination if such date is a Determination Date), or with respect to any Receivables transferred to the Borrower after such Determination Date, as of the related Cutoff Date, provided, that the Principal Balance of any Receivable or Managed Portfolio Receivable, a portion of which has been charged-off in accordance with the Collection Policy, shall be reduced by the portion so charged-off; provided, further, the Principal Balance of any Receivable that becomes a “Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Defaulted Receivable” and the Principal Balance of any Managed Portfolio Receivable that becomes a “Managed Portfolio Defaulted Receivable” will be deemed to be zero as of the date it becomes a “Managed Portfolio Defaulted Receivable”.

“Qualified Institution” means any depository institution or trust company organized under the laws of the United States or any State (or any domestic branch of a foreign bank) that either (i)(1) meets, or the parent of which meets, either (A) the Long-Term Rating Requirement or (B) the Short-Term Rating Requirement and (2) whose deposits are insured by the Federal Deposit Insurance Corporation or (ii) is otherwise approved by each of the Administrative Agent, the Servicer and the Borrower in writing.

“Rating Agency” means, as of any date of determination, each nationally recognized statistical rating organization then rating any Loan or any related Credit Facility or Liquidity Facility provided to a Conduit Lender with respect to any Loan, in each case, at the request of the Borrower or any Secured Party.

“Ratings Request” means a written request by an Agent to the Borrower and the Servicer, stating that the related Agent intends to request that a nationally recognized statistical rating organization publicly issue a Required Rating to the transactions contemplated by this Agreement that reasonably reflects the economics and credit of the Loans at the time of such request.

“Receivable” means Indebtedness owed to an Originator or the Borrower by an Obligor (without giving effect to any transfer hereunder) under a Contract included in the Schedule of Receivables, whether in tangible or electronic form and whether constituting an account, chattel paper, instrument or general intangible, arising out of or in connection with a non-revolving personal loan made by such Originator, and includes the right of payment of any finance charges and other obligations of the Obligor with respect thereto; provided, that, as the context may require, including with respect to uses of the term “Receivable” in connection with determining and measuring the assets that are held by the Borrower, “Receivable” shall include the Borrower’s participation interest in any Receivable originated by the Bank Originator. Notwithstanding the foregoing, once the Administrative Agent has released its security interest in a Receivable and the related Contract in accordance with the terms of this Agreement, such

Receivable shall no longer be a Receivable hereunder.

“Receivable File” means, with respect to each Receivable, (i)(w) in the case of a Contract (other than an Electronic Contract or a Convenience Check), the original fully executed Contract, including, in the case of a Contract which has been Exported, the physical rendering of the related Electronic Contract produced upon Export, together with the related document history report, (x) in the case of an Electronic Contract that constitutes Electronic Chattel Paper, a single Authoritative Copy of the executed Contract, (y) in the case of an Electronic Contract that does not constitute Electronic Chattel Paper, the electronically authenticated original record of the executed Contract and (z) in the case of a Convenience Check, a copy of the Contract, and (ii) any additional original executed documents, if any, evidencing a modification to any of the foregoing documents, whether executed physically or electronically and whether maintained in tangible or electronic form; provided, that with respect to clauses (i)(x) and (i)(y), the Electronic Contract is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent (for the benefit of the Secured Parties) in the Electronic Vault pursuant to Section 7.03(l)(ii) hereof.

“Records” means, with respect to any Contract, all documents, books, records and other information (including computer programs, tapes, disks, punch cards, data processing software and related property and rights) maintained with respect to any related item of Collateral and the related Obligor.

“Regional Local Bank Account” has the meaning given to such term in the Intercreditor Agreement.

“Regional Management” has the meaning given to such term in the Preamble.

“Regional Management Entities” means Regional Management, the Borrower and the Originators (other than the Bank Originator).

“Regulation AB” means Regulation AB under the Securities Act.

“Regulatory Change” means (i) the adoption or any change therein after the date hereof of any Applicable Law, rule or regulation (including any applicable law, rule or regulation regarding capital adequacy or liquidity coverage) or (ii) any change after the date hereof in the interpretation or administration thereof by any Governmental Authority charged with the interpretation or administration thereof, or compliance with any request or directive (whether or not having the force of law) of any such Governmental Authority; provided, that for purposes of this definition, (a) the Risk-Based Capital Requirements, (b) the Dodd-Frank Act, Basel II, Basel III, the Volcker Rule and all requests, rules, guidelines or directives thereunder, issued in connection therewith or in implementation thereof, and (c) all requests, rules, guidelines and directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, shall in each case be deemed to be a “Regulatory Change”, regardless of the date enacted, adopted, issued or implemented.

“Release Amount” means, as of the related Release Date, the aggregate Release Price deposited for a retransfer of Receivables under Section 5.04 and 7.03(c), the aggregate Defaulted

Receivable Release Price deposited for a retransfer of Defaulted Receivables under Section 5.04(e) and the aggregate Nonperforming Loan Sale Release Price deposited for a retransfer of Nonperforming Loan Sale Receivables under Section 5.04(f).

“Release Date” means a Payment Date specified by the Borrower in connection with the retransfer of the Receivables under Section 5.04 or 7.03(c).

“Release Price” means an amount equal to the Principal Balance of a Receivable to be retransferred pursuant to Section 5.04, plus accrued and unpaid interest on such Receivable (at the related APR) through the date of repurchase and all related Breakage Costs and all Hedge Breakage Costs due to the relevant Hedge Counterparties for any termination in whole or in part of one or more Hedge Transactions related to the relevant Hedging Agreement, as required by any Hedge Counterparty; provided, that the Release Price with respect to any Defaulted Receivable shall be determined as if such Receivable were not a Defaulted Receivable.

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

“Report Failure Period” has the meaning given to such term in the Intercreditor Agreement.

“Reporting Date” means, with respect to any Payment Date, the third Business Day prior to such Payment Date.

“Required Cash Reserve Percentage” means (i) 0.50% or (ii) for any Payment Date on or after the Revolving Period Termination Date on which the Servicer shall have been directed to withdraw all amounts on deposit in the Reserve Account in accordance with Section 2.11(c), 0%.

“Required Legend” shall mean a watermark notation applied by the Electronic Vault System to every page of an Electronic Contract that reads “BMO Capital Markets Corp., as Administrative Agent, acting solely for the benefit of the Secured Parties, as secured party and assignee”.

“Required Lenders” means, at any time, (i) prior to the date on which the Commitments of the Committed Lenders terminate pursuant to the terms of this Agreement, Lenders holding Commitments representing 66 2/3% of the Aggregate Commitment or (ii) thereafter, Lenders representing 66 2/3% of the Loans Outstanding.

“Required Rating” means a rating of the transaction contemplated by this Agreement of at least “investment grade” from a nationally recognized statistical rating organization selected by the Required Lenders and reasonably acceptable to the Borrower.

“Requirements of Law” means, with respect to any Person, any law, treaty, rule or regulation, or order or determination of a Governmental Authority, in each case applicable to or binding upon such Person or to which such Person is subject, whether federal, State or local (including usury laws, the Federal Truth-in-Lending Act, Regulations U and T of the Federal Reserve Board and Regulations B, X and Z of the CFPB).

“Reserve Account” means a non-interest bearing trust account established or caused to be established by the Securities Intermediary at the Account Bank in the name and for the account of the Borrower, which is pledged to the Administrative Agent for the benefit of the Secured Parties and subject to the Account Control Agreement.

“Reserve Account Amount” means, on any day, the amount on deposit in the Reserve Account.

“Reserve Account Required Amount” means, on any date of determination, the product of (a) the Required Cash Reserve Percentage and (b) the Eligible Pool Balance.

“Reserve Account Withdrawal Amount” means, with respect to any Payment Date (i) on which an Available Funds Shortfall exists, an amount equal to the lesser of (a) the Reserve Account Amount and (b) the Available Funds Shortfall, (ii) following the Revolving Period Termination Date, the Reserve Account Amount, (iii) following the occurrence of an Event of Default that has not been waived by the Administrative Agent (acting at the direction of the Required Lenders), the Reserve Account Amount pursuant to Section 2.11(c), and (iv) on any other Payment Date, zero.

“Responsible Officer” means, when used with respect to any Person, any officer of such Person (within the Corporate Trust Services department of such Person in the case of the Backup Servicer and the Securities Intermediary), including any president, vice president, assistant vice president, treasurer, secretary, assistant secretary, corporate trust officer or any other officer thereof customarily performing functions similar to those performed by the individuals who at the time shall be such officers, respectively, or to whom any matter is referred because of such officer’s knowledge of or familiarity with the particular subject, and, in each case, having direct responsibility for the administration of this Agreement.

“Revolving Period” means the period commencing on the Closing Date and ending on the Revolving Period Termination Date.

“Revolving Period Termination Date” means the earlier to occur of (i) the Scheduled Commitment Termination Date and (ii) a Facility Amortization Event.

“Risk-Based Capital Requirements” means the United States bank regulatory rule titled Risk-Based Capital Guidelines; Capital Adequacy Guidelines; Capital Maintenance: Regulatory Capital; Impact of Modification to Generally Accepted Accounting Principles; Consolidation of Asset-Backed Commercial Paper Programs; and Other Related Issues, adopted on December 15, 2009, by the Financial Accounting Standard Board.

“Routine Inquiry” means any inquiry, written or otherwise, made by a Governmental Authority in connection with (i) the routine transmittal of a customer complaint or (ii) a formal or informal non-adverse request for information regarding Regional Management’s business activities, licensing status and/or regulatory posture but only if such request does not contain any specific allegations or violations involving Regional Management; provided that, for purposes of this definition a “Routine Inquiry” shall include such inquiry, written or otherwise, relating to routine findings by a Governmental Authority in the ordinary course that could not be reasonably expected to (A) render the applicable Receivables or the related Contracts invalid, illegal,

uncollectible or unenforceable as a matter of law or in accordance with their terms, or (B) otherwise impair the collectability (or potential collectability) of the applicable Receivables in any material respect.

“Sanctions” means individually and collectively, any and all economic or financial sanctions, trade embargoes and anti-terrorism laws imposed, administered or enforced from time to time by: (a) the United States of America, including those administered by the U.S. Treasury Department’s Office of Foreign Assets Control (OFAC), the U.S. State Department, the U.S. Department of Commerce, or through any existing or future Executive Order; (b) the United Nations Security Council; (c) the European Union; (d) the United Kingdom; or (e) any other governmental authorities with jurisdiction over the Borrower, the Servicer and their respective Affiliates.

“Sanctioned Target”: Any individual, entity, group, sector, territory, or country that is the target of any Sanctions, including without limitation, any legal entity that is deemed to be a target of Sanctions based on the direct or indirect ownership or control of such entity by any other Sanctioned Target(s) as determined under the applicable Sanctions.

“Schedule of Receivables” means the schedule of Receivables attached hereto as Schedule C, as updated from time to time in connection with each Funding Request or substitution of Receivables, as applicable.

“Scheduled Payments” means regularly scheduled monthly payments to be made by an Obligor pursuant to the terms of the related Contract.

“Scheduled Commitment Termination Date” means October 15, 2026 (or, if such day is not a Business Day, the immediately preceding Business Day), or such later date to which the Scheduled Commitment Termination Date may be extended upon the written agreement of the Borrower, the Lenders, the Agents, the Administrative Agent and the other parties hereto.

“SEC” means the U.S. Securities and Exchange Commission.

“Second Amendment Effective Date” means October 3, 2024.

“Second Tier Purchase Agreement” means the Second Tier Purchase Agreement, dated as of the Closing Date, between Regional Management, as the seller, and the Borrower.

“Secured Party” means (i) the Administrative Agent, (ii) each Lender and (iii) each Hedge Counterparty.

“Securities Act” means the Securities Act of 1933.

“Securities Intermediary” has the meaning given to such term in the Preamble.

“Securities Intermediary Fee” means the fee payable to the Securities Intermediary pursuant to the Computershare Fee Letter.

“Security Agreement” means the ~~Third~~Fourth Amended and Restated Security

Agreement, dated as of ~~December 17, 2021~~ the Third Amendment Effective Date, among Regional Management, ~~Regional Management Receivables II, LLC~~, Regional Management Receivables IV, LLC, Regional Management Receivables V, LLC, ~~Regional Management Receivables VI, LLC~~, the Borrower, Regional Management VII, LLC, the borrowers under the Senior Revolver, ~~Regional Management Issuance Trust 2019-1, Regional Management Issuance Trust 2020-1~~, Regional Management Issuance Trust 2021-1, Regional Management Issuance Trust 2021-2, Regional Management Issuance Trust 2021-3, Regional Management Issuance Trust 2022-1 ~~and Regional Management Issuance Trust 2022-2B~~, Regional Management Issuance Trust 2024-1, Regional Management Issuance Trust 2024-2, Regional Management Issuance Trust 2025-1, Credit Recovery Associates, Inc. and Upstate Motor Company, as guarantors, ~~Wells Fargo Bank, National Association~~ BMO, as collateral agent, and the other parties joined thereto from time to time, including without limitation, the Borrower, as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms hereof and thereof.

“Securitization” means any (i) securitization transaction undertaken by the Borrower or a Special Purpose Affiliate that is secured, directly or indirectly, by all or a portion of the Receivables, (ii) sale or other transfer by the Borrower or a Special Purpose Affiliate of all or a portion of the Receivables in connection with a “Securitization” as defined in clause (i) and in accordance with Section 2.15(a)(iii), (iii) sale or other transfer by the Borrower or a Special Purpose Affiliate of all or a portion of the Receivables, or (iv) other asset financing, secured loan or similar transaction involving all or a portion of the Receivables, in accordance with Section 2.15.

“Securitization Date” means the date upon which a Securitization is consummated.

“Securitization Date Certificate” means a certificate delivered by an Authorized Officer of the Servicer on the Securitization Date indicating that the requirements set forth in this Agreement for a Securitization has been satisfied.

“Securitization Release” means a release executed pursuant to Section 2.15, substantially in the form of Exhibit G.

“Securitization Trigger Holiday” means (i) with respect to the Delinquency Ratio (60+ Days), a period beginning on the first day of the calendar month in which any broadly marketed Securitization occurs in which (A) the related debt instruments are purchased by unaffiliated third parties (other than as may be required by applicable risk retention rules and one or more of the most subordinate tranches of such debt instruments that may be retained by affiliated parties) and (B) the Principal Balance of Receivables released pursuant to Section 2.15 are equal to or greater than 75.0% of the aggregate Principal Balance of all Receivables, and ending on the last day of the immediately following calendar month and (ii) with respect to the Extension Ratio and the Annualized Charge-off Ratio, the period beginning on the first day of the calendar month immediately following the calendar month in which any broadly marketed Securitization occurs in which (A) the related debt instruments are purchased by unaffiliated third parties (other than as may be required by applicable risk retention rules and one or more of the most subordinate tranches of such debt instruments that may be retained by affiliated parties) and (B) the Principal Balance of Receivables released pursuant to Section 2.15 are equal to or greater than 75.0% of

the aggregate Principal Balance of all Receivables, and ending on the last day of the second calendar month following the calendar month in which such broadly marketed Securitization occurs; provided, that for purposes of calculating the Delinquency Ratio (60+ Days), the Extension Ratio and the Annualized Charge-off Ratio following the Securitization Trigger Holiday, the calendar months that occur during the Securitization Trigger Holiday will be excluded from such calculation.

“Senior Hedge Breakage Costs” means, with respect to any Hedge Transaction, any amount payable by the Borrower to the related Hedge Counterparty upon the early termination of such Hedge Transaction or any portion thereof for any reason other than any event of default under the related Hedging Agreement for which the related Hedge Counterparty is the defaulting party.

“Senior Interest” means, for any Payment Date and any Loan, all Interest payable in respect of such Loan on that Payment Date, other than any Interest payable in respect of such Loan as a result of the application of the Step Up Margin on such Payment Date.

“Senior Revolver” means the ~~Seventh Amended and Restated~~ Loan and Security Agreement, dated as of ~~September 20, 2019~~ the Third Amendment Effective Date, among the financial institutions named as lenders therein, ~~Wells Fargo Bank, National Association~~ BMO, as agent, Regional Management and the other borrowers party thereto from time to time, and certain Regional Management Affiliates, as guarantors, and the other guarantors party thereto from time to time, as amended, restated, supplemented or otherwise modified from time to time.

“Servicer” has the meaning given to such term in the Preamble.

“Servicer Basic Documents” means all Basic Documents to which the Servicer is a party or by which it is bound.

“Servicer File” means, with respect to a Receivable, each of the following documents: (i) application of the Obligor for credit; (ii) a copy (but not the original) of the Contract and any modifications or amendments thereto; provided however, if such documents constitute Electronic Contracts, originals or copies thereof may be accessible via the Electronic Vault System or via the Nortridge Loan System; and (iii) such other documents as the Servicer customarily retains in its files in order to accomplish its duties under this Agreement; provided, that in each case such documents may be in either tangible or electronic form and, further provided that, certificates of title that are issued electronically may be held by a third party electronic title lienholder.

“Servicer Termination Event” has the meaning given to such term, on any day (i) prior to the Assumption Date, in Section 7.13 and (ii) on and after the Assumption Date, in Section 7.16(e).

“Servicer Termination Notice” has the meaning given to such term in Section 7.13.

“Servicing Centralization Event” means the occurrence of either (a) Regional Management fails to have a Tangible Net Worth of at least \$150,000,000 as of any Determination Date or (b) a Level II Trigger Event, followed by the delivery of written notice from the Administrative Agent (acting at the direction of the Required Lenders) to the Servicer,

the Borrower and the Backup Servicer that the activities described on Schedule G should go into effect.

“Servicing Fee” means the fee payable to the Servicer on each Payment Date, monthly in arrears in accordance with Section 2.08, in an amount equal to the product of (i) the Servicing Fee Rate, (ii) the aggregate Principal Balance of all Receivables as of the first day of the related Collection Period and (iii) 1/12.

“Servicing Fee Advance” has the meaning given to such term in Section 2.12(d).

“Servicing Fee Rate” means (a) with respect to the initial Servicer, 4.00% per annum, and (b) with respect to any Successor Servicer, the rate determined in the manner set forth in Section 7.16(a), which rate the Successor Servicer shall provide prompt written notice of to the Rating Agencies, if any.

“Short-Term Rating Requirement” means, with respect to any Person, that such Person has a short-term unsecured debt rating of either not less than “A-1” by Standard & Poor’s or not less than “Prime-1” by Moody’s.

“Simple Interest Method” means the method of allocating a fixed level payment to principal and interest, pursuant to which the portion of such payment that is allocated to interest is equal to the product of the fixed rate of interest multiplied by the unpaid principal balance multiplied by the period of time elapsed since the preceding payment of interest was made.

“Small Branch Receivable” means a Receivable with an initial principal balance at the time of origination that is less than or equal to \$2,500.

“SOFR” means, with respect to any U.S. Government Securities Business Day, a rate per annum equal to the secured overnight financing rate as administered by the SOFR Administrator for such U.S. Government Securities Business Day, published by the SOFR Administrator on the SOFR Administrator’s Website on such U.S. Government Securities Business Day.

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

“SOFR Administrator’s Website” means the SOFR Administrator’s website, currently at <http://www.newyorkfed.org>, or any successor source for the secured overnight financing rate identified as such by the SOFR Administrator from time to time.

“SOFR Loan” means any Loan bearing interest at a rate based on Adjusted Term SOFR.

“Solvent” means, with respect to any Person at any time, having a state of affairs such that (i) the fair value of the property owned by such Person is greater than the amount of such Person’s liabilities (including the amount of any known disputed, contingent and unliquidated liabilities) as such value is established and liabilities evaluated for purposes of Section 101(32) of the Bankruptcy Code; (ii) the present fair salable value of the property owned by such Person in an orderly liquidation of such Person is not less than the amount that will be required to pay

the probable liability of such Person on its debts as they become absolute and matured; (iii) such Person is able to realize upon its property and pay its debts and other liabilities (including disputed, contingent and unliquidated liabilities) as they mature in the normal course of business; (iv) such Person does not intend to, and does not believe that it will, incur debts or liabilities beyond such Person's ability to generally pay as such debts and liabilities mature; and (v) such Person is not engaged in business or a transaction, and is not about to engage in a business or a transaction, for which such Person's property would constitute unreasonably small capital in relation to such business or transaction.

"Special Purpose Affiliate" means any special purpose entity that is an Affiliate of the Borrower and was created for the purpose of one or more Securitizations.

"Specified APR Receivable" means an Eligible Receivable that has an APR greater than 36.0%.

"Standard & Poor's" means Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business.

"State" means any state of the United States or the District of Columbia.

"Step Up Margin" has the meaning set forth in the Fee Letter.

"Subordinated Hedge Breakage Costs" means with respect to any Hedge Transaction, any amount payable by the Borrower to the related Hedge Counterparty upon the early termination of such Hedge Transaction or any portion thereof as a result of any event of default under the related Hedging Agreement for which the related Hedge Counterparty is the defaulting party.

"Subordinate Interest" means, for any Payment Date and any Loan, any Interest payable in respect of such Loan as a result of the application of the Step Up Margin on such Payment Date.

"Subsequent Loan" means each Loan made following the Initial Loan.

"Subsequent Receivable" means each Receivable that becomes a part of the Collateral on a Funding Date other than the Funding Date relating to the Initial Loan.

"Subservicer" means each subservicer and subcustodian appointed by the Servicer and acceptable to the Administrative Agent and the Required Lenders for the servicing and administration of some or all of the Receivables which, as of the Closing Date, are identified on Schedule E, which schedule may be amended from time to time in accordance with this Agreement.

"Subsidiary" means, with respect to a Person, any entity with respect to which more than 50% of the outstanding voting securities or other ownership interests shall at any time be owned or controlled, directly or indirectly, by such Person and/or one or more of its Subsidiaries, or any similar business organization which is so owned or controlled.

"Substitute Receivable" means one or more Eligible Receivables not previously a part of

the Collateral, substituted for a Receivable pursuant to Section 5.04, each having characteristics substantially similar, and in no event less favorable to the Secured Parties in any respect, than the affected Receivables being so substituted, without the consent of the Administrative Agent (acting at the direction of the Required Lenders).

“Successor Servicer” means the Backup Servicer, as successor to the Servicer, or another entity appointed pursuant to Section 7.14(b) as successor to the Servicer.

“System Description” shall mean the written description of the Electronic Vault System, attached hereto as Exhibit L.

“Tangible Net Worth” means, with respect to Regional Management on a consolidated basis, as of the Determination Date, its net worth calculated in accordance with GAAP, after subtracting therefrom the aggregate amount of its intangible assets (other than deferred tax assets), including goodwill, franchises, licenses, patents, trademarks, tradenames, copyrights and service marks.

“Tax” or “Taxes” means any present or future taxes, levies, imposts, duties, deductions, withholdings (including backup withholding), charges, assessments or fees of any nature (including interest, penalties and additions thereto) that are imposed by any Governmental Authority.

“Term SOFR” means,

(a) for any calculation with respect to a SOFR Loan for the applicable Interest Period, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Periodic Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to the first day of such Interest Period, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Periodic Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR for the applicable Interest Period will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Periodic Term SOFR Determination Day, and

(b) for any calculation with respect to a Base Rate Loan for the applicable Interest Period, the Term SOFR Reference Rate for a tenor comparable to the applicable Interest Period on the day (such day, the “Base Rate Term SOFR Determination Day”) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Base Rate Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator and a Benchmark Replacement Date with respect to the Term SOFR Reference Rate has not occurred, then Term SOFR for the

applicable Interest Period will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding U.S. Government Securities Business Day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding U.S. Government Securities Business Day is not more than three (3) U.S. Government Securities Business Days prior to such Base Rate Term SOFR Determination Day.

“Term SOFR Administrator” means CME Group Benchmark Administration Limited (CBA) as administrator of the Term SOFR Reference Rate (or a successor administrator of the Term SOFR Reference Rate selected by the Administrative Agent in its reasonable discretion).

“Term SOFR Reference Rate” means the forward-looking term rate based on SOFR.

“Test Data File” means a test data file, which shall include the loan master file, the transaction history file and all other files necessary to carry out the servicing obligations hereunder.

“Third Amendment Effective Date” means August 19, 2025.

“Third Party Allocation Agent” means Computershare, as successor to Wells Fargo Bank, National Association, acting through its Corporate Trust Services division, in such capacity under the Intercreditor Agreement.

“Third Party Service Provider” means any provider of third-party collection services, including, without limitation, Radius Global Solutions LLC, engaged by the Servicer or any Subservicer pursuant to Section 7.03(e)(ii).

“Titled Asset” shall mean a motor vehicle, boat, recreational vehicle, camper, trailer, motorcycle, all-terrain vehicle or other asset for which, under applicable State law, a certificate of title is issued and any security interest therein is required to be perfected by notation on such certificate of title.

“Transfer and Contribution Agreement” means the Transfer and Contribution Agreement, dated as of June 20, 2017, between Regional Finance Corporation of North Carolina and the Trust, as amended, restated, supplemented or otherwise modified from time to time.

“Transition Expenses” has the meaning given to such term in Section 7.14(d).

“Trust” means the Regional Management North Carolina Receivables Trust, Delaware statutory series trust formed by Wilmington Trust, National Association, pursuant to the certificate of formation filed with the Delaware Secretary of State on June 16, 2017.

“Trust Agreement” shall mean the Second Amended and Restated Trust Agreement, dated as of June 28, 2018, by Regional Finance Corporation of North Carolina, as settlor and initial beneficiary, and Wilmington Trust, National Association, as UTI trustee, Delaware trustee and administrative trustee, as amended, restated, supplemented or otherwise modified from time to time.

“Trust Documents” means the Trust Agreement, the 2023-1B SUBI Supplement, the UTI Administration Agreement, the 2023-1B SUBI Servicing Agreement, the 2023-1B SUBI Subservicing Agreement and the 2023-1B SUBI Security Agreement.

“UCC” means the Uniform Commercial Code as from time to time in effect in the applicable jurisdiction.

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

“United States” or “U.S.” means the United States of America.

“Unmatured Event of Default” means any event that, with the giving of notice or the lapse of time, or both, would become an Event of Default.

“Unused Commitment Fee” means, for any Interest Period prior to the Revolving Period Termination Date, the fee payable by the Borrower pursuant to the Fee Letter on the related Payment Date in an amount equal to the sum of the products for each day during such Interest Period of (i) the Unused Commitment Fee Rate divided by 360, times (ii) an amount equal to the Aggregate Commitment on such day minus the Loans Outstanding on such day.

“Unused Commitment Fee Rate” has the meaning given to such term in the Fee Letter.

“Upfront Fee” has the meaning given to such term in the Fee Letter.

“U.S. Government Securities Business Day” means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities; provided, that for purposes of notice requirements relating to the calculation of Term SOFR, such day is also a Business Day.

“U.S. Person” means a “United States person” as defined in Code Section 7701(a)(30).

“UTI” has the meaning given to such term in the Trust Agreement.

“UTI Administration Agreement” means the UTI Administration Agreement, dated as of June 28, 2018, by and between Regional Management North Carolina Receivables Trust and Regional Management Corp, as administrator, as amended, restated, supplemented or otherwise modified from time to time.

“UTI Certificate” has the meaning given to such term in the Trust Agreement.

“Utilization Fee” has the meaning given to such term in the Agent Fee Letter.

“VantageScore” means a credit score created by VantageScore Solutions, LLC, or any successor thereto; provided, that, in the case of a Receivable with two Obligor, such score is based on the higher of the two VantageScores at origination.

“Volcker Rule” means the regulations adopted to implement Section 619 of the Dodd-Frank Act, as amended.

“2023-1B SUBI” means that special unit of beneficial interest in the Trust created by the 2023-1B SUBI Supplement.

“2023-1B SUBI Certificate” means the 2023-1B SUBI certificate issued by the Trust and evidencing a beneficial interest in the North Carolina Receivables.

“2023-1B SUBI Security Agreement” means the 2023-1B SUBI Security Agreement, dated as of the Closing Date, among the Trust, Regional Finance Corporation of North Carolina, as beneficiary of the undivided trust interest of the Trust, the Borrower, in its capacity as the holder of the 2023-1B SUBI Certificate, and the Administrative Agent, as secured party.

“2023-1B SUBI Servicing Agreement” means the 2023-1B SUBI Servicing Agreement, dated as Closing Date, among the Trust, acting thereunder solely with respect to the 2023-1B SUBI, the Borrower, as 2023-1B SUBI Holder, and Regional Management, as 2023-1B SUBI Servicer.

“2023-1B SUBI Subservicing Agreement” means the 2023-1B SUBI Subservicing Agreement, dated as of the Closing Date, among Regional Management, Regional Finance Corporation of North Carolina and the Trust.

“2023-1B SUBI Supplement” means the 2023-1B SUBI Supplement to the Trust Agreement, dated as of the Closing Date, among Regional Finance Corporation of North Carolina, as settlor and initial beneficiary, Borrower, as 2023-1B SUBI beneficiary and 2023-1B SUBI holder, and Wilmington Trust, National Association, as UTI trustee, 2023-1B SUBI Trustee and administrative trustee.

“2023-1B SUBI Trustee” means Wilmington Trust, National Association, in its capacity as 2023-1B SUBI Trustee.

Section 1.02. Accounting Terms and Determinations

. Unless otherwise defined or specified herein, all accounting terms shall be construed herein, all accounting determinations hereunder shall be made, all financial statements required to be delivered hereunder shall be prepared and all financial records shall be maintained in accordance with GAAP. If at any time any change in GAAP would affect the computation of any financial ratio or requirement set forth herein, the Administrative Agent, the Required Lenders, Regional Management and the Borrower shall negotiate in good faith to amend such ratio or requirement to preserve the original intent thereof in light of such change in GAAP; provided, that until so amended, (i) such ratio or requirement shall continue to be computed in accordance with GAAP prior to such change therein and (ii) Regional Management and the Borrower shall provide to the Administrative Agent financial statements and other documents required under this Agreement or as reasonably requested hereunder setting forth a reconciliation between calculations of such ratio or requirement made before and after giving effect to such change in GAAP.

Section 1.03.Computation of Time Periods

. Unless otherwise stated in this Agreement, in the computation of a period of time from a specified date to a later specified date, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

Section 1.04.Interpretation

. When used in this Agreement, unless a contrary intention appears: (i) a term has the meaning assigned to it; (ii) an accounting term not otherwise defined has the meaning assigned to it in accordance with GAAP; (iii) “or” is not exclusive; (iv) “including” means including without limitation; (v) words in the singular include the plural and words in the plural include the singular; (vi) any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments thereto and instruments incorporated therein; (vii) references to a Person are also to its successors and permitted assigns; (viii) the words “hereof”, “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision hereof; (ix) references contained herein to Article, Section, subsection, Schedule and Exhibit, as applicable, are references to Articles, Sections, subsections, Schedules and Exhibits in this Agreement unless otherwise specified; (x) references to “writing” include printing, typing and other means of reproducing words in a visible form; and (xi) the term “proceeds” has the meaning set forth in the applicable UCC.

Section 1.05.Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Lender that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Lender of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States of America or a state of the United States of America.

(b) In the event that any Lender that is a Covered Entity or a BHC Act Affiliate of such Lender becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Lender are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States of America or a state of the United States of America.

(c) As used herein, the following terms shall have the following meanings:

(i) “BHC Act Affiliate” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. §1841(k).

(ii) “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. §252.82(b); (ii) a

“covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. §47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. §382.2(b).

(iii) “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§252.81, 47.2 or 382.1, as applicable.

(iv) “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

Section 1.06.Rates

. The Administrative Agent does not warrant or accept any responsibility for, and shall not have any liability with respect to, (i) the continuation of, administration of, submission of, calculation of or any other matter related to the Benchmark, any component definition thereof or rates referred to in the definition thereof, or with respect to any alternative, successor or replacement rate hereto (including any Benchmark Replacement), including whether the composition or characteristics of any such alternative, successor or replacement rate (including any Benchmark Replacement), as it may or may not be adjusted pursuant to Section 2.09, will be similar to, or produce the same value or economic equivalence of, or have the same volume or liquidity as, the Benchmark or any other Benchmark prior to its discontinuance or unavailability, or (ii) the effect, implementation or composition of any Conforming Changes. The Administrative Agent and its Affiliates or other related entities may engage in transactions that affect the calculation of the Benchmark, any alternative, successor or replacement rate (including any Benchmark Replacement) or any relevant adjustments thereto and such transactions may be adverse to the Borrower. The Administrative Agent may select information sources or services in its reasonable discretion to ascertain the Benchmark, any component definition thereof or rates referred to in the definition thereof, in each case pursuant to the terms of this Agreement, and shall have no liability to the Borrower, any Lender or any other person or entity for damages of any kind, including direct or indirect, special, punitive, incidental or consequential damages, costs, losses or expenses (whether in tort, contract or otherwise and whether at law or in equity), for any error or calculation of any such rate (or component thereof) provided by any such information source or service.

ARTICLE 2

LOANS

Section 2.01. Loans.

(a) On the terms and subject to the conditions set forth in this Agreement (including the conditions precedent set forth in Article 4), the Borrower may from time to time on any Business Day during the Revolving Period, request that each Conduit Lender and Committed Lender make an advance (each such advance, a “Loan”) in the amount of each such Conduit Lender’s or Committed Lender’s Lender Percentage of the Principal Amount of the Loan requested (each, a “Lender Advance”), to the Borrower on a Funding Date.

(b) No later than 12:00 p.m., New York City time, one (1) Business Day prior to a proposed Funding Date, the Borrower shall notify the Administrative Agent, the Agents and the Lenders of such proposed Funding Date and requested Loan by delivering to the Administrative Agent and the Agents (with a copy to the Securities Intermediary):

(i) a Funding Request, which will include, among other things, the proposed Funding Date, a calculation of the Borrowing Base (calculated as of the previous Determination Date or, with respect to the initial Funding Date or any Receivables added or to be added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date), each as of the date the Loan is requested and the Principal Amount of the Loan requested, which shall be in an amount at least equal to \$1,000,000 or integral multiples of \$100,000 in excess thereof; and

(ii) an updated Schedule of Receivables that includes each Receivable, if any, that is to be purchased by the Borrower with the proceeds of the proposed Loan.

(c) Following receipt by the Administrative Agent, the Agents and the Lenders of a Funding Request, and prior to the Revolving Period Termination Date (i) each Conduit Lender (if any) may, in its sole discretion, make its Lender Advance of any Loan requested by the Borrower pursuant to Section 2.01(b), and (ii) each Committed Lender, to the extent not made by the Conduit Lender in its Lender Group (if any), severally agrees to make its Lender Advance of any Loan requested by the Borrower, in each case, subject to the conditions contained herein, in an aggregate amount equal to the Loan so requested.

(d) In no event shall:

(i) a Committed Lender be required on any date to fund a Principal Amount that would cause the Loans Outstanding with respect to such Committed Lender’s Lender Group, as determined after giving effect to such funding, to exceed such Committed Lender’s Commitment; and

(ii) any Loan be requested hereunder, nor shall any Lender be obligated to fund its Lender Advance of any Loan, to the extent that after giving effect to such Loan, the Loans Outstanding would exceed the Borrowing Base (calculated as of the previous Determination Date or, with respect to any Receivables added or to be added to the

Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date).

Section 2.02. Funding Mechanics.

(a) If any Funding Request is delivered to the Administrative Agent and the applicable Agents after 12:00 p.m., New York City time, on any Business Day, such Funding Request shall be deemed to be received prior to 12:00 p.m., New York City time, on the next succeeding Business Day and the proposed Funding Date of such proposed Loan shall be deemed to be the next Business Day following such deemed receipt. Each Funding Request shall include a representation by the Borrower that (i) the requested Loans will not, on the related Funding Date, exceed the Available Amount, (ii) after giving effect to such Loans, the Loans Outstanding will not exceed the Borrowing Base, and (iii) a representation that all of the conditions precedent to the making of such Loan have been satisfied or will be satisfied as of the proposed Funding Date. Any Funding Request shall be irrevocable.

(b) Each Conduit Lender shall notify the Agent for its Lender Group and the Administrative Agent by 10:00 a.m., New York City time, on the applicable Funding Date whether it has elected to make its Lender Advance offered to it pursuant to Section 2.01. In the event that a Conduit Lender shall not have timely provided such notice, such Conduit Lender shall be deemed to have elected not to make its Lender Advance of such Loan. If the Conduit Lender shall have elected or be deemed to have elected not to make its Lender Advance of such Loan, the Committed Lender in such Lender Group shall make available on the applicable Funding Date an amount equal to the portion of the Loan that each such Conduit Lender has not elected to fund, in an amount equal to its share of the Principal Amount to be funded.

(c) Each Lender's Lender Advance of a Loan shall be made, subject to the fulfillment of the applicable conditions set forth in Article Four, at or prior to 12:00 p.m., New York City time, on the applicable Funding Date, by deposit of immediately available funds to the Borrower Operating Account. Each Agent shall promptly notify the Borrower, the Administrative Agent and the other Agents in the event that any Lender in such Agent's Lender Group either fails to make such funds available before such time or notifies such Agent that it will not make such funds available before such time (such Lender, if a Committed Lender, shall be referred to herein as a "Defaulting Lender").

(d) If any Lender Group containing a Defaulting Lender that is a Committed Lender (a "Defaulting Group") fails to fund its ratable portion of any Loan requested by the Borrower pursuant to Section 2.01 (the aggregate amount unavailable to the Borrower as a result of such failure being herein called the "Borrowing Deficit"), then the Borrower, by no later than 1:30 p.m., New York City time, on the applicable Funding Date shall instruct each Agent for a Lender Group with a Committed Lender that does not include a Defaulting Lender (a "Non-Defaulting Group") to make Loans by deposit of immediately available funds to the Borrower Operating Account in an amount equal to such Non-Defaulting Group's proportionate share (based upon the Commitment of the Committed Lender(s) in each Non-Defaulting Group relative to the Aggregate Commitment less the Commitment of the Defaulting Group) of the Borrowing Deficit and shall notify the Securities Intermediary thereof. Each Committed Lender in a Non-Defaulting Group shall use commercially reasonable efforts to fund on the date of such request,

but in any event no event later than 1:00 p.m., New York City time, on the Non-Defaulting Group Funding Date shall fund, its proportionate share (based upon the Commitment of the Committed Lender(s) in each Non-Defaulting Group relative to the Aggregate Commitment less the Commitment of the Defaulting Group) of the Borrowing Deficit; provided, however, that, for the avoidance of doubt, no Lender shall have any obligation to fund any such Advance unless each of the conditions precedent stated therefor in Section 2.01(b) and Section 2.01(d) is satisfied after giving effect thereto. The Committed Lender that is the Defaulting Lender shall forthwith, upon demand, pay to the applicable Agents for the ratable benefit of the Lenders in the Non-Defaulting Groups all amounts paid by each such Lender in the Non-Defaulting Groups on behalf of such Defaulting Lender, together with interest thereon, for each day from the date a payment was made by the Lenders in the Non-Defaulting Groups until the date such Lenders have been paid such amounts in full, at a rate per annum equal to the sum of the Base Rate plus 1.00% per annum.

(e) In the event that, notwithstanding the fulfillment of the applicable conditions set forth in Article Four with respect to a Loan, a Conduit Lender elected to make an advance on a Funding Date but failed to make its Lender Advance available to the Borrower when required by Section 2.02(c), such Conduit Lender shall be deemed to have rescinded its election to make such advance, and neither the Borrower nor any other party shall have any claim against such Conduit Lender by reason of its failure to timely make such Loan. In any such case, the Borrower shall give notice of such failure no later than 1:30 p.m., New York City time, on the Funding Date to the related Agent, the Committed Lender for such Lender Group and to the Administrative Agent, which notice shall specify (i) the identity of such Conduit Lender and (ii) the amount of the Lender Advance which it had elected but failed to make. Subject to receiving such notice, such Committed Lender shall advance a portion of the Principal Amount in an amount equal to the amount described in clause (ii) above, at or before 4:00 p.m., New York City time, on such Funding Date and otherwise in accordance with Section 2.01(d).

(f) If any Lender makes available to the Borrower funds for any Loan to be made by such Lender as provided in the provisions of Sections 2.01 and 2.02, and the conditions to the applicable Loan set forth in Article Four are not satisfied or waived in accordance with the terms hereof, the Borrower shall return such funds (in like funds as received from such Lender) to such Lender.

(g) If any Loan is not made or effectuated, as the case may be, due to the Borrower's failure to satisfy, or continue to satisfy, the conditions to fund the Loan on the proposed Funding Date, the Borrower and the Servicer shall jointly and severally indemnify each Lender against any reasonable loss, cost or expense incurred by such Lender, including any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Loan.

(h) The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided, that the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(i) The Borrower expressly acknowledges and agrees that any election by any Lender, in its sole discretion, on one or more occasion to fund any Loan on any day prior to the final passage of the applicable notice period set forth in Section 2.01(a) above shall not constitute or be deemed to be an amendment, waiver or other modification of the requirement for such notice prior to any Lender funding any other Loan hereunder.

Section 2.03.Reductions of Commitments.

(a) At any time the Borrower may, upon at least ten (10) Business Days' prior written notice to the Administrative Agent, each Agent, the Securities Intermediary and each Hedge Counterparty, if any, reduce the Facility Amount, which shall be applied, unless otherwise consented to by the Administrative Agent (acting at the direction of the Required Lenders) and the Agents, pro rata to the Aggregate Commitment. Each partial reduction shall be in a minimum aggregate amount of \$5,000,000 or integral multiples of \$1,000,000 in excess thereof. Reductions of the Aggregate Commitment pursuant to this Section shall be allocated to the Commitment of each Committed Lender and each Conduit Lender, pro rata based on the Lender Percentage of the Aggregate Commitment represented by such Commitment. Any request for a reduction in the Facility Amount shall be irrevocable and the Borrower shall deliver no more than two such requests in any 12-month period.

(b) In connection with any reduction of the Facility Amount, the Borrower shall remit (i) first, to each applicable Agent for the ratable payment to each Lender, the amount sufficient to pay the Aggregate Unpaid due to such Lenders with respect to such reduction of the Facility Amount, including any associated Breakage Costs and (ii) second, to the relevant Hedge Counterparty, any Hedge Breakage Costs due to such Hedge Counterparty with respect to the reduction of the Loans Outstanding; *provided, however*, that no such reduction shall be given effect unless the Borrower has complied with the terms of any Hedging Agreement requiring that any Hedge Transaction related thereto be terminated in whole or in part as a result of any such reduction in the Loans Outstanding.

(c) On the Revolving Period Termination Date, the Commitments of all Lenders shall be automatically reduced to zero.

Section 2.04.[Reserved].

Section 2.05.Promise to Pay; Evidence of Indebtedness.

(a) The Borrower hereby promises to pay to the order of each Lender, or to each Agent on behalf of each Lender in its related Lender Group, as applicable, the portion of the Loans funded by such Lender, together with all accrued Interest thereon and all other Aggregate Unpaid, as set forth herein in lawful money of the United States of America and in immediately available funds and to pay interest, in like money, from the date on which such Loans were made at the rates and on the dates specified herein.

(b) Each Agent on behalf of the members of its Lender Group is hereby authorized to enter notations (which may be computer generated) in its books and records with respect to the portion of the Loans made by the members of such Agent's related Lender Group, as applicable hereunder, regarding each payment and repayment of principal thereof. Any such recordation

shall constitute prima facie evidence of the accuracy of the information so recorded. The failure of the applicable Agent to make any such notation shall not limit or otherwise affect the obligation of the Borrower to repay the Loans and the Aggregate Unpaid in accordance with their respective terms as set forth herein.

Section 2.06. Optional Principal Repayment

. The Borrower may prepay all or any portion of the Loans Outstanding on any Business Day without penalty, upon delivery of a Prepayment Notice to the Administrative Agent, the Agents, the Securities Intermediary and each Hedge Counterparty, if any, at least two (2) Business Days prior to such anticipated prepayment; provided that (i) the amount prepaid is at least \$1,000,000 or integral multiples of \$250,000 in excess thereof (unless otherwise agreed to in writing by the Administrative Agent); (ii) the Borrower pays to each of the Secured Parties, on the date of any such prepayment, each such Secured Party's pro rata allocable share of (a) accrued Interest with respect to the portion of the Loans Outstanding to be prepaid through the date of prepayment, as calculated by the Administrative Agent, and (b) the pro rata portion of all other Aggregate Unpaid relating to such prepayment (including all Breakage Costs, but excluding all Hedge Breakage Costs and any other amounts payable by the Borrower under or with respect to any Hedging Agreement) payable to any Indemnified Party under this Agreement through the date of such prepayment, including Indemnified Amounts pursuant to Section 11.01; (iii) the Borrower certifies that following such prepayment, the Borrower will be in compliance with the provisions of this Agreement; (iv) no such reduction shall be given effect unless the Borrower has complied with the terms of any Hedging Agreement requiring one or more Hedge Transactions be terminated in whole or in part as a result of any such reduction; (v) the Borrower has paid all Hedge Breakage Costs due to the relevant Hedge Counterparty for such termination and (vi) the principal amount of such prepayment of the Loans Outstanding shall be allocated to each Lender ratably based on its Invested Percentage. Any notice of a prepayment shall be irrevocable.

Section 2.07. Payments.

(a) The Borrower shall pay Interest on the unpaid Principal Amount of each Loan for the period from and including the related Funding Date until the date that such Loan shall be paid in full. Interest shall accrue during each Interest Period and be payable on the Loans Outstanding on each Payment Date in accordance with Section 2.08, unless earlier paid pursuant to Section 2.06 or Section 2.15. Notwithstanding the foregoing, the Principal Amount of each Loan, all Interest thereon, together with all other Aggregate Unpaid, shall be due and payable, if not previously paid, on the Maturity Date.

(b) Each Lender's Invested Percentage of the Loans Outstanding shall bear interest for each day during an Interest Period at a rate per annum equal to the applicable Interest Rate on such day for such Interest Period.

(c) Interest calculated by reference to Term SOFR shall be calculated on the basis of a 360-day year for the actual number of days elapsed during the related Interest Period and (ii) the Prime Rate and the Federal Funds Rate shall be calculated on the basis of a 365- or 366- day year, as applicable, for the actual days elapsed. Periodic fees or other periodic amounts payable hereunder shall be calculated on the basis of a 360-day year and for the actual number of days

elapsed during the related Interest Period.

(d) The principal of and Interest on the Loans shall be paid as provided herein. In the case of Loans held by an Agent as agent for its Lender Group, such Agent shall allocate to the members of its Lender Group each payment in respect of such Loans received by such Agent as provided herein. Payments in respect of principal and Interest (including pursuant to Section 2.06) shall be allocated and applied to Owners of such Loans based on their respective Invested Percentages, or in any such case in such other proportions as each affected Lender may agree upon in writing from time to time with such Agent and the Borrower.

(e) At or before 5:00 p.m., New York City time, on the first Business Day prior to each Reporting Date, the Administrative Agent shall notify the Borrower of the Interest Rates determined in accordance with the terms hereof. Each determination by the Administrative Agent of the Interest Rate pursuant to the terms of this Agreement shall be conclusive and binding on the Lenders, each Agent, the Borrower, the Servicer and the Backup Servicer, in the absence of manifest error.

(f) Notwithstanding any other provision of this Agreement or the other Basic Documents, if at any time the rate of interest payable by any Person under the Basic Documents exceeds the Maximum Lawful Rate, then, so long as the Maximum Lawful Rate would be exceeded, such rate of interest shall be equal to the Maximum Lawful Rate. If at any time thereafter the rate of interest so payable is less than the Maximum Lawful Rate, such Person shall continue to pay Interest at the Maximum Lawful Rate until such time as the total interest received from such Person is equal to the total Interest that would have been received had Applicable Law not limited the interest rate so payable. In no event shall the total Interest received by a Lender under this Agreement and the other Basic Documents exceed the amount which such Lender could lawfully have received, had the Interest due been calculated from the Closing Date at the Maximum Lawful Rate.

(g) In connection with the use or administration of Term SOFR, the Administrative Agent will have the right to make Conforming Changes from time to time that are consistent with changes that the Administrative Agent is implementing in similar warehouse facilities and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Basic Document. The Administrative Agent will promptly notify the Borrower and the Lenders of the effectiveness of any Conforming Changes in connection with the use or administration of Term SOFR.

Section 2.08. Settlement Procedures.

(a) On each Payment Date, the Servicer shall instruct the Securities Intermediary in writing to pay, or if an Event of Default shall have occurred and is continuing, the Administrative Agent shall instruct the Securities Intermediary in writing to pay, no later than 12:00 p.m., New York City time, in each case, based solely on the information in the related Monthly Report, to the following Persons, from the Collection Account (to the extent of Available Funds) and from the Reserve Account (in the amount of the related Reserve Account Withdrawal Amount) in the following order of priority as set forth in the Monthly Report:

(i) *first*, pro rata, based on amounts owing:

(A) subject to Section 2.12.(d), to the Servicer, any accrued and unpaid Servicing Fees;

(B) to the Backup Servicer, the sum of (1) the accrued and unpaid Backup Servicing Fee and (2) any out-of-pocket expenses and indemnities due to the Backup Servicer (other than Transition Expenses), which in the case of subclause (B)(2) shall not in the aggregate exceed \$25,000 in any calendar year;

(C) to the Backup Servicer or other Successor Servicer, any unpaid Transition Expenses (such Transition Expenses not to exceed \$250,000 in the aggregate) payable pursuant to Section 7.14(d);

(D) to the Securities Intermediary and the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare), the sum of (1) the accrued and unpaid Securities Intermediary Fee payable to the Securities Intermediary and (2) any out-of-pocket expenses and indemnities due to the Securities Intermediary and the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare), which in the case of subclause (D)(2) shall not in the aggregate exceed \$25,000 in any calendar year;

(E) to the 2023-1B SUBI Trustee, to the extent not paid by the Initial Beneficiary or the Servicer, any accrued and unpaid fees, out-of-pocket expenses and indemnities due to the 2023-1B SUBI Trustee under the 2023-1B SUBI Supplement, which in the case of this subclause (E) shall not in the aggregate exceed \$25,000 in any calendar year; and

(ii) *second*, pro rata, based on amounts owing (A) to any Hedge Counterparty, any net payments due and payable by the Borrower under the related Hedging Agreement other than Hedge Breakage Costs, and (B) to each applicable Agent for the ratable payment to each Lender (or to the Administrative Agent in the case of Administrative Agent fees, expenses and indemnities for its own account) in an amount equal to any accrued and unpaid (1) Senior Interest on the Loans, (2) Unused Commitment Fee, (3) Breakage Costs relating to the Loans, if any, and (4) all other Aggregate Unpays allocable to the Loans Outstanding (other than the principal amount of the Loans Outstanding and any related Subordinate Interest) then due under this Agreement to the Administrative Agent and the applicable Agents or Lenders for the payment thereof which, in the cases of sub-clauses (3) and (4) (excluding any unpaid Senior Interest payable on the Loans prior to such Payment Date) shall not exceed \$50,000 per calendar year;

(iii) *third*, based on amounts owing (A) first, to each applicable Agent, for the ratable payment (by outstanding Principal Amount) to each Lender, an amount equal to the Monthly Principal Payment Amount and (B) second, to any Hedge Counterparty, any Senior Hedge Breakage Costs;

(iv) *fourth*, prior to the Revolving Period Termination Date, to the Reserve

Account, the amount necessary to cause the amount on deposit therein to equal the Reserve Account Required Amount;

(v) *fifth*, if the Revolving Period Termination Date has occurred, to each applicable Agent for the ratable payment to each Lender, any remaining Available Funds, until the Loans Outstanding are reduced to zero;

(vi) *sixth*, to each applicable Agent for the ratable payment to each Lender in an amount equal to any accrued and unpaid Subordinate Interest on the Loans and any accrued and unpaid Senior Interest on the Loans, Breakage Costs and other Aggregate Unpaid due to the Lenders and not paid pursuant to clause (iv) above;

(vii) *seventh*, to any Hedge Counterparty, any Subordinated Hedge Breakage Costs due but not paid;

(viii) *eighth*, all other Aggregate Unpaid (other than the principal amount of the Loans Outstanding) then due under this Agreement to the Affected Parties or the Indemnified Parties, for the payment thereof;

(ix) *ninth*, pro rata, based on amounts owing to the Backup Servicer, the Servicer, the Securities Intermediary, the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) and the 2023-1B SUBI Trustee, any fees, expenses, indemnities and Transition Expenses not previously paid pursuant to clause (i) above, as applicable; and

(x) *tenth*, any remaining amount shall be distributed to the Borrower.

(b) For the avoidance of doubt, it is hereby agreed that (i) accrued and unpaid fees, expenses and indemnities payable to the Securities Intermediary, the Servicer, the Backup Servicer (including in its capacity as Successor Servicer), the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) or the 2023-1B SUBI Trustee in excess of the aggregate annual maximum amount for any year (as set forth in Section 2.08(a)(i) and (ii)) and not paid pursuant to Section 2.08(a)(xi) shall be reimbursable in subsequent years in the same order of priority and subject to the same limitations as set forth above until paid in full, and (ii) each of the caps set forth in Section 2.08(a)(i) and (ii) with respect to the out-of-pocket expenses, losses and indemnities of the Securities Intermediary, the Backup Servicer, the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) and the 2023-1B SUBI Trustee shall not be applicable upon the occurrence and during the continuance of any Event of Default. In making the payments required under this Section 2.08, the Securities Intermediary shall have no duty to make any determination, calculation or verification regarding any amounts to be paid or the recipients of such amounts, and shall be entitled to rely exclusively and conclusively on the related Monthly Report.

Section 2.09. Changed Circumstances.

(a) Circumstances Affecting Benchmark Availability.

. Subject to clause (c) below, in connection with any request for a SOFR Loan or a conversion to

or continuation thereof or otherwise, if for any reason (i) the Administrative Agent shall determine (which determination shall be conclusive and binding absent manifest error) that reasonable and adequate means do not exist for ascertaining Term SOFR for the applicable Interest Period with respect to a proposed SOFR Loan on or prior to the first day of such Interest Period or (ii) any Lender shall determine (which determination shall be conclusive and binding absent manifest error) that Term SOFR does not adequately and fairly reflect the cost to such Lender of making or maintaining such Loans during such Interest Period, then in each case, the Administrative Agent shall promptly give notice thereof to the Borrower. Upon notice thereof by the Administrative Agent to the Borrower, any obligation of the Lenders to make SOFR Loans, and any right of the Borrower to convert any Loan to or continue any Loan as a SOFR Loan, shall be suspended (to the extent of the affected SOFR Loans or the affected Interest Periods) until the Administrative Agent revokes such notice. Upon receipt of such notice, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans (to the extent of the affected SOFR Loans or the affected Interest Periods) or, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans in the amount specified therein and (B) any outstanding affected SOFR Loans will be deemed to have been converted into Base Rate Loans at the end of the applicable Interest Period. Upon any such conversion, the Borrower shall also pay accrued interest on the amount so converted, together with any Breakage Costs.

(b) Laws Affecting SOFR Availability.

. If, after the date hereof, the introduction of, or any change in, any Applicable Law or any change in the interpretation or administration thereof by any Governmental Authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by the Administrative Agent with any request or directive (whether or not having the force of law) of any such Governmental Authority, central bank or comparable agency, shall make it unlawful or impossible for any Lender to honor its obligations hereunder to make or maintain any SOFR Loan, or to determine or charge interest based upon SOFR, the Term SOFR Reference Rate or Adjusted Term SOFR, the Administrative Agent shall promptly give notice thereof to the Borrower (an “Illegality Notice”). Thereafter, until the Administrative Agent notifies the Borrower that such circumstances no longer exist, (i) any obligation of any Lenders to make SOFR Loans, and any right of the Borrower to convert any Loan to a SOFR Loan or continue any Loan as a SOFR Loan, shall be suspended and (ii) if necessary to avoid such illegality, the Base Rate shall be computed without reference to clause (c) of the definition of “Base Rate”. Upon receipt of an Illegality Notice, the Borrower shall, if necessary to avoid such illegality, upon demand from the Administrative Agent, prepay or, if applicable, convert all SOFR Loans to Base Rate Loans (in each case, if necessary to avoid such illegality, the Base Rate shall be computed without reference to clause (c) of the definition of “Base Rate”), on the last day of the Interest Period therefor, if such Lender may lawfully continue to maintain such SOFR Loans, to such day, or immediately, if such Lender may not lawfully continue to maintain such SOFR Loans to such day. Upon any such prepayment or conversion, the Borrower shall also pay accrued interest on the amount so prepaid or converted, together with any Breakage Costs.

(c) Benchmark Replacement Setting.

(i) Benchmark Replacement.

(A) Notwithstanding anything to the contrary herein or in any other Basic Document, upon the occurrence of a Benchmark Transition Event, the Administrative Agent and the Borrower may amend this Agreement to replace the then-current Benchmark with a Benchmark Replacement. Any such amendment with respect to a Benchmark Transition Event will become effective on the date agreed to by the Administrative Agent and the Borrower.

(B) No Hedging Agreements shall be deemed to be a “Basic Document” for purposes of this Section 2.09(c).

(ii) Benchmark Replacement Conforming Changes. In connection with the use, administration, adoption or implementation of a Benchmark Replacement, the Administrative Agent will have the right to make Conforming Changes from time to time and, notwithstanding anything to the contrary herein or in any other Basic Document, any amendments implementing such Conforming Changes will become effective without any further action or consent of any other party to this Agreement or any other Basic Document.

(iii) Notices; Standards for Decisions and Determinations. The Administrative Agent will promptly notify the Borrower of (A) the implementation of any Benchmark Replacement, (B) the effectiveness of any Conforming Changes in connection with the use, administration, adoption or implementation of a Benchmark Replacement and (C) the removal or reinstatement of any tenor of a Benchmark pursuant to Section 2.09(c)(iv). Any determination, decision or election that may be made by the Administrative Agent pursuant to this Section 2.09(c), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection, will be conclusive and binding absent manifest error and may be made in its or their sole discretion and without consent from any other party to this Agreement or any other Basic Document, except, in each case, as expressly required pursuant to this Section 2.09(c).

(iv) Unavailability of Tenor of Benchmark. Notwithstanding anything to the contrary herein or in any other Basic Document, at any time (including in connection with the implementation of a Benchmark Replacement), (A) if the then-current Benchmark is a term rate (including the Term SOFR Reference Rate) and either (1) any tenor for such Benchmark is not displayed on a screen or other information service that publishes such rate from time to time as selected by the Administrative Agent in its reasonable discretion or (2) the administrator of such Benchmark or the regulatory supervisor for the administrator of such Benchmark has provided a public statement or publication of information announcing that any tenor for such Benchmark is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks, then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for any Benchmark settings at or after such time to remove such unavailable, non-representative, non-compliant or non-aligned tenor and (B) if a tenor

that was removed pursuant to clause (A) above either (1) is subsequently displayed on a screen or information service for a Benchmark (including a Benchmark Replacement) or (2) is not, or is no longer, subject to an announcement that it is not or will not be representative or in compliance with or aligned with the International Organization of Securities Commissions (IOSCO) Principles for Financial Benchmarks for a Benchmark (including a Benchmark Replacement), then the Administrative Agent may modify the definition of “Interest Period” (or any similar or analogous definition) for all Benchmark settings at or after such time to reinstate such previously removed tenor.

(v) Benchmark Unavailability Period. Upon the Borrower’s receipt of notice of the commencement of a Benchmark Unavailability Period, (A) the Borrower may revoke any pending request for a borrowing of, conversion to or continuation of SOFR Loans to be made, converted or continued during any Benchmark Unavailability Period and, failing that, the Borrower will be deemed to have converted any such request into a request for a borrowing of or conversion to Base Rate Loans and (B) any outstanding affected SOFR Loans will be deemed to have been converted to Base Rate Loans at the end of the applicable Interest Period. During any Benchmark Unavailability Period or at any time that a tenor for the then-current Benchmark is not an Available Tenor, the component of the Base Rate based upon the then-current Benchmark or such tenor for such Benchmark, as applicable, will not be used in any determination of the Base Rate.

Section 2.10. Payments, Computations, Etc.

(a) Unless otherwise expressly provided herein, all amounts to be paid or deposited by the Borrower or the Servicer hereunder, including such amounts contemplated pursuant to Section 2.08, shall be paid or deposited in accordance with the terms hereof no later than 12:00 p.m., New York City time, on the day when due in Dollars in immediately available funds, in the case of amounts due to a Lender, to each Lender at such Lender’s Account, the details of which appear on the Lender Supplement for such Lender.

(b) Whenever any payment hereunder (i) shall be stated to be due on a day other than a Business Day, such payment shall be made, without penalty, on the next succeeding Business Day, except in the case where the next succeeding Business Day would occur in the succeeding calendar month, in which case such payment shall be due on the preceding Business Day or (ii) is received after 12:00 p.m., New York City time, such payment shall be deemed to have been received on the next succeeding Business Day, and any such extension of time shall in such case be included in the computation of payment of Interest, other interest or any fee payable hereunder, as the case may be.

(c) If any Loan requested by the Borrower and approved by a Lender and the Administrative Agent pursuant to Section 2.01 is not, for any reason other than due to the fault of a Lender, Administrative Agent or the applicable Agent, made or effectuated, as the case may be, on the date specified therefor, the Borrower shall indemnify such Lender against any reasonable loss, cost or expense incurred by such Lender, including any loss (including loss of anticipated profits, net of anticipated profits in the reemployment of such funds in the manner determined by such Lender), cost or expense incurred by reason of the liquidation or reemployment of deposits or other funds acquired by such Lender to fund or maintain such Loan.

(d) All payments hereunder shall be made without set-off or counterclaim, subject to Section 2.14, and in such amounts as may be necessary in order that all such payments shall not be less than the amounts otherwise specified to be paid under this Agreement.

(e) To the extent that (i) any Person makes a payment to any party hereto or (ii) any party hereto receives or is deemed to have received any payment or proceeds for application to an obligation, which payment or proceeds or any part thereof are subsequently invalidated, declared to be fraudulent or preferential, set aside or required to be repaid to a trustee, receiver or any other party under any Insolvency Law, State or federal law, common law or for equitable cause, then, to the extent such payment or proceeds are set aside, the obligation or part thereof intended to be satisfied shall be revived and continue in full force and effect, as if such payment or proceeds had not been received or deemed received by the related party.

(f) Each Lender agrees or is deemed to agree that, as promptly as practicable after the officer of such Lender responsible for administering its Loans becomes aware of the occurrence of an event or the existence of a condition that would cause such Lender to become an Affected Party or that would entitle such Lender to receive payments under Section 2.13 or Section 2.14, it shall, to the extent not inconsistent with its internal policies of general application, use commercially reasonable efforts to minimize costs, expenses and other amounts incurred by it and payable by the Borrower pursuant to Section 2.13 or Section 2.14, as applicable.

Section 2.11. Collections and Allocations; Investment of Funds.

(a) On or prior to the applicable Funding Date, the Servicer or a Subservicer (i) shall have directed the Obligors to make all payments in respect of the Receivables to a Subservicer, and the Subservicer shall cause the amounts to be deposited into a Regional Local Bank Account or a Master Collection Account related to the Subservicer located in the State in which the related Contract was originated and (ii) will deposit (in immediately available funds) into the Collection Account all Collections received on or after the related Cutoff Date and through and including the Business Day prior to the Funding Date.

(b) Each of the Servicer, each Subservicer and the Borrower shall deposit, or cause to be deposited, Collections into the Collection Account as promptly as possible after the date of processing of such Collections, but in no event later than the second (2nd) Business Day following the date of processing of such Collections by the applicable Subservicer or, if such Collections were received directly by the Servicer, the Servicer; *provided, that*, such “processing” of any Collections will not begin prior to the date on which the Servicer or related Subservicer, as applicable, has received such Collections.

(c) On or prior to each Payment Date, the Servicer shall instruct the Securities Intermediary, in writing, based on the amounts set forth in the Monthly Report, to withdraw from the Reserve Account the Reserve Account Withdrawal Amount, if any, to be deposited into the Collection Account on the opening of business on such Payment Date and applied in accordance with Section 2.08; provided, that, on any Payment Date following the Revolving Period Termination Date, the Reserve Account Amount shall be withdrawn by the Securities Intermediary and deposited into the Collection Account and applied in accordance with Section 2.08. Prior to the Revolving Period Termination Date, so long as no Event of Default or

Unmatured Event of Default has occurred or is continuing, if, after giving effect to the distributions from, and deposits in, the Reserve Account on any Payment Date pursuant to Section 2.08, the Reserve Account Amount is greater than the Reserve Account Required Amount for such Payment Date, the Servicer shall direct the Securities Intermediary in writing to distribute such excess amount to or at the direction of the Borrower into the Borrower Operating Account.

(d) To the extent there are uninvested amounts on deposit in the Collection Account or the Reserve Account, such amounts may be invested in Permitted Investments that mature no later than the Business Day before the next Payment Date, which Permitted Investments shall be selected (i) prior to the occurrence of any Facility Amortization Event, by the Borrower or (ii) after the occurrence of any Facility Amortization Event, by the Administrative Agent (acting at the direction of the Required Lenders). So long as Computershare is the Securities Intermediary hereunder, each Permitted Investment may be purchased by the Securities Intermediary or through an Affiliate of the Securities Intermediary. No Permitted Investment may be purchased at a premium and any earnings (and losses) on the foregoing investments shall be for the account of the Borrower. Absent direction from the Borrower or the Administrative Agent, as specified above, any uninvested amounts on deposit in either Account shall remain uninvested, and the Securities Intermediary shall have no duty or liability to pay any interest or earnings thereon. The Securities Intermediary shall not be liable for any loss, including without limitation any loss of principal or interest, or for any breakage fees or penalties in connection with the purchase or liquidation of any investment made in accordance with the written instructions of the Borrower or the Administrative Agent. Investments in any Permitted Investments are not obligations or recommendations of, or endorsed or guaranteed by, the Securities Intermediary or its Affiliates and are not insured by the Federal Deposit Insurance Corporation. Each party hereto acknowledges and agrees that the Securities Intermediary is not providing investment supervision, recommendations, suitability or advice. The Securities Intermediary and its Affiliates may provide various services for Permitted Investments and may be paid fees for such services. The parties agree that, for tax reporting purposes, all interest or other income from investments shall, as of the end of each calendar year and to the extent required by the IRS be reported as having been earned whether or not income was disbursed during a particular year. Each of the Borrower and the Administrative Agent acknowledges that upon its written request and at no additional cost, it has the right to receive notification after the completion of each purchase and sale of Permitted Investments or Securities Intermediary's receipt of a broker's confirmation. Each of the Borrower and Administrative Agent agrees that such notifications shall not be provided by Securities Intermediary hereunder, and Securities Intermediary shall instead make available to the Borrower and Administrative Agent, upon request and in lieu of such notifications, periodic account statements that reflect such investment activity. No statement need be made available for any account if no activity has occurred in such account during such period.

Section 2.12.Fees.

(a)

(i) The Borrower hereby agrees to pay to each Agent, for the account of the related Lenders, monthly in arrears, the Unused Commitment Fee from the Collection

Account in accordance with Section 2.08.

(ii) Payments of the Unused Commitment Fee shall be allocated and paid to Owners based upon their respective Invested Percentages of the Loans Outstanding for the applicable Interest Period.

(iii) The Borrower hereby agrees to pay to each Agent, for the account of the related Committed Lenders, on or prior to the Second Amendment Effective Date, the Upfront Fee.

(b) The Borrower hereby agrees to pay to the Agents, on or prior to the Closing Date, all reasonable out-of-pocket expenses of the Agents in immediately available funds.

(c) In accordance with Section 2.08, (i) the Servicer shall be entitled to receive the Servicing Fee, (ii) the Backup Servicer and the Securities Intermediary shall be entitled to receive the Backup Servicing Fee and the Securities Intermediary Fee, respectively, in each case monthly in arrears, (iii) the Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) shall be entitled to receive amounts due and owing to it by the Borrower pursuant to the terms of the Intercreditor Agreement, and (iv) the Series 2023-1B SUBI Trustee shall be entitled to receive amounts due and owing to it by the Borrower.

(d) Notwithstanding anything herein to the contrary, to the extent Collections are projected to be sufficient to pay all amounts payable under Section 2.08(i) to (iv) on the following Payment Date, the Servicer may retain from such Collections an amount up to the Servicing Fee payable on such Payment Date (the “Servicing Fee Advance”) on any Business Day. In connection with retaining any amounts attributable to the Servicing Fee Advance from the Collections in accordance with this clause 2.12(d), the Servicer shall be deemed to represent that the remaining Collections are reasonably sufficient to pay all amounts payable under Section 2.08(i) to (iv) on such following Payment Date. For the avoidance of doubt, the Servicing Fee Advance is a part of and not in addition to the Servicing Fee.

(e) The Borrower shall pay to Chapman and Cutler LLP on the Second Amendment Effective Date, its fees and disbursements in immediately available funds and shall pay all additional reasonable fees and disbursements of such counsel within ten Business Days after receiving an invoice for such amounts.

Section 2.13. Increased Costs; Capital Adequacy; Illegality.

(a) If any Regulatory Change (i) subjects any Affected Party to any charge or withholding on or with respect to this Agreement or an Affected Party’s obligations under this Agreement, or on or with respect to a Loan and/or the Receivables, or changes the basis of taxation of payments to any Affected Party of any amounts payable under this Agreement (except for Indemnified Taxes and Excluded Taxes), (ii) imposes, modifies or deems applicable any reserve, assessment, fee, tax (except for Indemnified Taxes and Excluded Taxes), insurance charge, special deposit or similar requirement against assets of, deposits with or for the account of, or liabilities of an Affected Party, or credit extended by an Affected Party pursuant to this Agreement or (iii) imposes any other condition affecting a Loan or a Lender’s right hereunder (other than Taxes), the result of which (A) is a fee, expense, internal capital charge or other

imputed cost allocable to any Affected Party, (B) increases the cost to an Affected Party of performing its obligations under this Agreement or (C) reduces the rate of return on an Affected Party's capital or assets as a consequence of its obligations under this Agreement, or to reduce the amount of any sum received or receivable by an Affected Party under this Agreement, or to require any payment calculated by reference to the amount of interests or loans held or interest received by it, then, within 15 Business Days after demand by the applicable Agent on behalf of such Affected Party, the Borrower shall pay to such Agent, for the benefit of the relevant Affected Party, such amounts charged to such Affected Party or such amounts to otherwise compensate such Affected Party for such increased cost or such reduction. The Borrower acknowledges that any Affected Party may institute measures in anticipation of a Regulatory Change (including the imposition of internal charges on such Affected Party's interests or obligations under this Agreement), and may commence allocating Early Adoption Increased Costs, in advance of the effective date of such Regulatory Change, and the Borrower agrees to pay such Early Adoption Increased Costs to the Affected Party within 30 days after demand therefor without regard to whether such effective date has occurred; provided, however, that such amounts shall be payable to an Affected Party only if such Affected Party represents and warrants in writing to the Borrower that it is (1) recognizing internal charges in respect of such Affected Party's interests or obligations under this Agreement in anticipation of a Regulatory Change and (2) applying consistent return metrics in making determinations to charge Early Adoption Increased Costs or similar amounts to its similarly situated consumer loan finance company customers; further provided, however, that no amount of Early Adoption Increased Costs shall begin to accrue or be payable by the Borrower in respect of an anticipated Regulatory Change until 30 days after the Borrower's receipt of written notice that such Affected Party intends to make a claim for Early Adoption Increased Costs under this Section in respect of such change. For the avoidance of doubt, the Borrower shall not be required to pay any Early Adoption Increased Costs incurred by any Affected Party prior to the expiration of the 30-day notice period specified in the preceding sentence. The Borrower further acknowledges that any charge or compensation demanded hereunder may take the form of a monthly charge to be assessed by such Affected Party.

(b) If either (i) the introduction of or any change in or in the interpretation of any law, guideline, rule, regulation, directive or request (including the Dodd-Frank Act, Basel II, Basel III, the Volcker Rule or the Risk-Based Capital Requirements) or (ii) compliance by any Affected Party with the interpretation of or any change in the interpretation of any law, guideline, rule, regulation, directive or request from any Governmental Authority (whether or not having the force of law), including compliance by an Affected Party with any request or directive regarding capital adequacy (including the Dodd-Frank Act, Basel II, Basel III or the Risk-Based Capital Requirements), but in each case, excluding Indemnified Taxes and Excluded Taxes, that has or would have the effect of reducing the rate of return on the capital of any Affected Party as a consequence of its obligations hereunder or arising in connection herewith to a level below that which any such Affected Party could have achieved but for such introduction, change or compliance (taking into consideration the policies of such Affected Party with respect to capital adequacy) by an amount deemed by such Affected Party to be material, then from time to time, within 15 Business Days after demand by such Affected Party (which demand shall be accompanied by a statement setting forth the basis for such demand and reasonably estimated calculation of such demand), the Borrower shall pay directly to such Affected Party such additional amount or amounts as will compensate such Affected Party for such reduction.

(c) If as a result of any event or circumstance similar to those described in Section 2.13(a) or 2.13(b), any Affected Party is required to compensate a Credit Provider in connection with this Agreement or the funding or maintenance of Loans hereunder, then within 15 days after demand by such Affected Party, the Borrower shall pay to such Affected Party such additional amount or amounts as may be necessary to reimburse such Affected Party for any such amounts paid by it.

(d) In determining any amount provided for in this Section, the Affected Party may use any reasonable averaging and attribution methods. Any Affected Party making a claim under this Section shall submit to the Borrower a certificate describing such additional or increased cost or reduction in reasonable detail, which certificate shall be conclusive absent manifest error.

(e) If any Lender has or anticipates having any claim for compensation from the Borrower pursuant to Section 2.13(a), and such Lender believes that having the Loans under this Agreement (or any related Credit Facility or Liquidity Facility provided by a Lender with respect to a Conduit Lender hereunder) rated by a particular nationally recognized statistical rating organization would reduce the amount of such compensation by an amount deemed by such Lender to be material, such Lender shall provide a Ratings Request to the Borrower and the Servicer that such Lender intends to request a Required Rating. The Borrower and the Servicer agree that they shall cooperate with such Lender's efforts to obtain the Required Rating, and shall provide the applicable nationally recognized statistical rating organization (either directly or through distribution to the Administrative Agent or Lender) any information requested by such nationally recognized statistical rating organization for purposes of providing and monitoring the Required Rating. The Lender or Lenders providing the Ratings Request shall pay the initial fees payable to such nationally recognized statistical rating organization for providing the rating and all ongoing fees payable to such nationally recognized statistical rating organization for their continued monitoring of the rating. Nothing in this subsection shall preclude any Lender from demanding compensation from the Borrower pursuant to Section 2.13(a) at any time and without regard to whether the Required Rating shall have been obtained, or shall require any Lender to obtain any rating on the facility prior to demanding any such compensation from the Borrower.

Section 2.14. Taxes.

(a) All payments made by the Borrower in respect of the Loans and all other payments made by the Borrower or the Servicer under this Agreement will be made free and clear of and without deduction or withholding for or on account of any Taxes (including FATCA), unless such withholding or deduction is required by Applicable Law. In such event, the applicable withholding agent shall make such withholding or deduction and shall pay to the appropriate taxing authority any such Taxes required to be deducted or withheld and if such Taxes are Indemnified Taxes the amount payable to a Lender, the Administrative Agent or an Agent, as the case may be, will be increased (such increase, the "Additional Amount") such that after deduction or withholding for or on account of any Indemnified Taxes (including any deduction or withholding for any Indemnified Taxes on such Additional Amount), the applicable Lender receives an amount equal to the amount that would have been paid had no such deduction or withholding been made.

(b) The Borrower will indemnify each Lender and the Administrative Agent for the full amount of Indemnified Taxes in respect of which the Borrower is required to pay Additional Amounts (including any Indemnified Taxes imposed by any jurisdiction on such Additional Amounts) paid by such Lender or the Administrative Agent and any reasonable expenses arising therefrom or with respect thereto; provided, however, that the Lender or the Administrative Agent making a demand for indemnity payment hereunder shall provide the Borrower with a certificate from the relevant taxing authority or from a Responsible Officer of such Lender or the Administrative Agent, as the case may be, stating or otherwise evidencing that it has made payment of such Taxes. Such certificate shall be conclusive absent manifest error. This indemnification shall be made within ten days from the date a Lender or the Administrative Agent, as the case may be, makes written demand therefor.

(c) Each Lender shall severally indemnify the Administrative Agent, within 10 days after demand therefor, for (i) any Indemnified Taxes attributable to such Lender (but only to the extent that the Borrower has not already indemnified the Administrative Agent for such Indemnified Taxes and without limiting the obligation of the Borrower to do so), (ii) any Taxes attributable to such Lender's failure to comply with the provisions of Section 13.01(g) relating to the maintenance of a Participant Register and (iii) any Excluded Taxes attributable to such Lender, in each case, that are payable or paid by the Administrative Agent in connection with any Loan Document, and any reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error. Each Lender hereby authorizes the Administrative Agent to set off and apply any and all amounts at any time owing to such Lender under any Loan Document or otherwise payable by the Administrative Agent to the Lender from any other source against any amount due to the Administrative Agent under this paragraph.

(d) Within 30 days after the date of any payment by the Borrower of any Taxes pursuant to this Section, the Borrower will furnish to the Administrative Agent and the applicable Agent at its address set forth below its name on the signature pages of this Agreement, appropriate evidence of payment thereof.

(e) If an Agent or Lender is a U.S. Person, such Person shall deliver to the Borrower, with a copy to the Administrative Agent and the Securities Intermediary, upon the earlier of 15 days after the Closing Date or on or prior to the date on which such entity becomes an Agent or Lender hereunder (and from time to time thereafter upon the reasonable written request of the Borrower or the Administrative Agent), two executed copies of IRS Form W-9 certifying that such Person is exempt from U.S. federal backup withholding tax.

(f) If an Agent or Lender is not created or organized under the laws of the United States or a State or is otherwise not a U.S. Person, such Person shall, to the extent that it may then do so under Applicable Law, deliver to the Borrower, with a copy to the Administrative Agent and the Securities Intermediary, (i) upon the earlier of 15 days after the Closing Date, or on or prior to the date on which such entity becomes an Agent or Lender hereunder and (from time to time thereafter upon the reasonable request of the Borrower or the Administrative Agent), (ii) two executed copies of IRS Form W-8ECI, Form W-8BEN or W-8BEN-E, or Form

W-8IMY accompanied by the relevant certification documents for each beneficial owner (or any successor forms or other certificates or statements which may be required and requested by the Borrower or the Administrative Agent from time to time by the relevant United States taxing authorities or Applicable Law), as appropriate, and (iii) two executed copies (of any other form prescribed by Applicable Law as a basis for claiming exemption from or a reduction in U.S. federal withholding tax, duly completed, together with such supplementary documentation as may be prescribed by Applicable Law) to permit the Borrower or the Administrative Agent to determine the withholding or deduction required to be made; provided, however, that the delivery of any form or documentation pursuant to this subclause (other than the specific IRS Forms and related documentation (and any successor forms) described in clause (i) above) shall not be required if in the related Agent's or Lender's reasonable judgment the completion, execution or delivery of such form or documentation would subject such Lender to any material unreimbursed cost or expense or would materially prejudice the legal or commercial position of such Lender. For any period with respect to which an Agent or Lender has failed to provide the Borrower with the appropriate form, certificate or statement described in this subsection (other than if such failure is due to a change in law occurring after the date of this Agreement), with a copy to the Administrative Agent and the Securities Intermediary, such Lender shall not be entitled to indemnification under Section 2.13 or Section 2.14(a) or (b) with respect to any Taxes.

(g) If a payment made to any Agent or Lender under any Basic Document would be subject to U.S. federal withholding Tax imposed by FATCA if such Agent or Lender were to fail to comply with the applicable reporting requirements of FATCA (including those contained in Section 1471(b) or 1472(b) of the Code, as applicable), such Agent or Lender shall deliver to the Borrower, the Administrative Agent and the Securities Intermediary, at the time or times prescribed by Applicable Law and at such time or times reasonably requested by the Borrower, the Administrative Agent or the Securities Intermediary, such documentation prescribed by Applicable Law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Borrower, the Administrative Agent or the Securities Intermediary as may be necessary for the Borrower, the Administrative Agent and the Securities Intermediary to comply with their obligations under FATCA and to determine that such Agent or Lender has complied with its obligations under FATCA or to determine the amount to deduct and withhold from such payment.

(h) Each Agent and Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Borrower, the Administrative Agent and the Securities Intermediary of its legal inability to do so.

(i) Within 30 days of the written request of the Borrower therefor, each Lender shall execute and deliver to the Borrower such certificates, forms or other documents which can be furnished consistent with the facts and which are reasonably necessary to assist the Borrower in applying for refunds of Taxes remitted hereunder; provided, however, that (i) a Lender shall not be required to deliver such certificates, forms or other documents if in its sole discretion exercised in good faith it is determined that the deliverance of such certificate, form or other document would have a material adverse effect on such Lender and (ii) the Borrower shall reimburse such Lender for any reasonable expenses incurred in the delivery of such certificate,

form or other document. If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section (including by the payment of Additional Amounts), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section with respect to the Taxes giving rise to such refund), net of all reasonable out-of-pocket expenses (including Taxes) of such indemnified party and without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this subsection in the event that such indemnified party is required to repay such refund to such Governmental Authority. Notwithstanding anything to the contrary in this paragraph (h), in no event will the indemnified party be required to pay any amount to an indemnifying party pursuant to this paragraph (h) the payment of which would place the indemnified party in a less favorable net after-Tax position than the indemnified party would have been in if the Tax subject to indemnification and giving rise to such refund had not been deducted, withheld or otherwise imposed and the indemnification payments or additional amounts with respect to such Tax had never been paid. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person or to file a refund or claim.

(j) Each Agent and Lender is deemed to understand, acknowledge and agree that the Securities Intermediary has the right to withhold on payments (without any corresponding gross-up) where an applicable party fails to comply with the requirements of Applicable Law. The Borrower hereby covenants with the Securities Intermediary that the Borrower will provide the Account with sufficient information as requested by the Securities Intermediary so as to enable the Securities Intermediary to determine whether or not the Securities Intermediary is obliged to make any withholding, including under FATCA, in respect of any payments (and if applicable, to provide the necessary detailed information to effectuate any such withholding) and to provide such additional information as requested by the Securities Intermediary that it may have to assist the Securities Intermediary in making determination as to its obligations with respect to any withholdings or informational reports.

Section 2.15. Securitizations.

(a) On any Business Day, the Borrower shall have the right to prepay all or a portion of the Loans Outstanding and require the Administrative Agent to release its security interest and Lien on the related Receivables (and the other related Collateral) in connection with a Securitization, which release shall be delivered in the form of the Securitization Release on the Securitization Date, subject to the following terms and conditions:

(i) the Borrower shall have given the Administrative Agent, each Agent, the Servicer, the Securities Intermediary, the Backup Servicer and the Electronic Vault Provider (solely with respect to any Electronic Contracts) at least thirty (30) days' (or such lesser number of days as agreed to by the Required Lenders) prior written notice of its intent to effect a Securitization; *provided, however*, that the Borrower shall only be required to provide at least two (2) Business Days' prior notice to such parties, and need not provide such notice to the Electronic Vault Provider with respect to any existing

Securitization if such Securitization constitutes a transfer of Receivables by the Borrower to a Special Purpose Affiliate during the revolving period of such Special Purpose Affiliate's respective Securitization; *provided, that* such notice is delivered in the form set forth in Annex 2 of Exhibit G hereto;

(ii) unless a Securitization is to be effected on a Payment Date (in which case the relevant calculations with respect to such Securitization shall be reflected on the applicable Monthly Report), the Servicer shall deliver to the Administrative Agent and each Agent (A) a Securitization Date Certificate (which shall include the relevant calculations with regard to such Securitization, including a calculation of the Borrowing Base after giving effect to such Securitization and any distribution to the Borrower of excess funds pursuant to Section 2.15(a)(iv)(z)), together with evidence to the reasonable satisfaction of the Administrative Agent and the Agents that the Borrower shall have sufficient funds on the related Securitization Date to effect such Securitization in accordance with this Agreement, which funds may come from the proceeds of sales of the Receivables in connection with such Securitization (which sales must be made in arm's-length transactions) and (B) a computer tape with the same detail as a Monthly Loan Tape on the Receivables, both before and after giving effect to such Securitization;

(iii) on the related Securitization Date, the following shall be true and correct and the Borrower shall be deemed to have certified that after giving effect to the Securitization and the release to the Borrower of the related Receivables (and the other related Collateral) on the related Securitization Date, (A) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to this Agreement after giving effect to the Securitization, (B) no Borrowing Base Deficiency exists, (C) no Unmatured Event of Default, Event of Default or Facility Amortization Event has occurred or results from such release and Securitization, provided that the Borrower may effect a Securitization during the occurrence of a Facility Amortization Event other than an Event of Default if either the Administrative Agent consents or the Aggregate Unpaid shall be paid in full as a result of such Securitization, (D) if such Securitization Date is not a Payment Date, the Borrower shall have sufficient available funds on the immediately succeeding Payment Date to pay all amounts due and payable on such Payment Date pursuant to Section 2.08, (E) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct in all material respects, except to the extent that such representations and warranties expressly relate to an earlier date as set forth therein and (F) with respect to any Receivables being transferred pursuant to clause (ii) of the definition of Securitization, the purchase price relating to such Receivables shall be at fair market value as determined in good faith by the Borrower, Regional Management and the related Originators (other than the Bank Originator), as applicable;

(iv) on the related Securitization Date, (x) the Borrower shall have paid, in immediately available funds, to the applicable entities (A) the portion of the aggregate Loans Outstanding to be prepaid, which shall be an amount not less than the amount necessary so that no Borrowing Base Deficiency will exist after giving effect to such Securitization and such prepayment, (B) an amount equal to all unpaid Interest (including Interest not yet accrued) to the extent reasonably determined by the Administrative Agent

to be attributable to that portion of the aggregate Loans Outstanding to be paid in connection with the Securitization, (C) an aggregate amount equal to the sum of all other amounts due and owing to the Administrative Agent, the Lenders and the Hedge Counterparties, as applicable, under this Agreement and the other Basic Documents, to the extent accrued to such date and to accrue thereafter (including Breakage Costs and Hedge Breakage Costs) and (D) all other Aggregate Unpaid with respect thereto (excluding, for the avoidance of doubt, the portion of the aggregate Loans Outstanding not being prepaid on the Securitization Date and unpaid Interest thereon); (y) each of the Backup Servicer and the Securities Intermediary shall have received all Aggregate Unpaid accrued and owing to such party on such date and (z) if such Securitization Date is not a Payment Date, all or a portion of the excess (if any) of (A) the purchase price paid with respect to Receivables as set forth in Section 2.15(a)(iii)(F) over (B) the amounts payable pursuant to the foregoing clauses (x) and (y) of this Section 2.15(a)(iv), shall, at the Borrower's discretion, be distributed to the Borrower on such Securitization Date; *provided, that*, for the avoidance of doubt, if the Securitization Date is a Payment Date, any such excess may be distributed to the Borrower in accordance with Section 2.08(a)(xii);

(v) at least two (2) Business Days prior to the related Securitization Date, the Borrower shall have delivered to the Administrative Agent, the Agents, a list specifying the Receivables being released pursuant to such Securitization; and

(vi) (A) if such Securitization constitutes a transfer of Receivables by the Borrower to a Special Purpose Affiliate during the revolving period of such Special Purpose Affiliate's respective Securitization, the Loans Outstanding shall be reduced by a minimum aggregate amount of \$1,000,000 or (B) for any other Securitization, the Loans Outstanding shall be reduced by a minimum aggregate amount of \$5,000,000.

(b) The Borrower hereby agrees to pay the reasonable out-of-pocket legal fees and expenses of the Administrative Agent, the Lenders, the Servicer, the Backup Servicer and the Securities Intermediary in connection with any Securitization (including expenses incurred in connection with the release of the Lien of the Administrative Agent, the Lenders and any other party having such an interest in the Receivables in connection with such Securitization).

Section 2.16. Sharing Payments.

(a) If, other than as expressly provided elsewhere herein, any Lender shall obtain on account of the Loans owned by it any payment in excess of its Invested Percentage of the Loans Outstanding (such excess payment, the "Excess Amount"), such Lender shall immediately (i) notify the Borrower and the Administrative Agent of such fact and (ii) repay to the Borrower forthwith on demand by the Administrative Agent or the Borrower the amount so distributed to such Lender in immediately available funds with interest thereon, for each day from and including the date on which such amount is distributed to it to but excluding the date of payment to the Borrower, at the Federal Funds Rate. The Administrative Agent will keep records (which shall be conclusive and binding in the absence of manifest error) of Excess Amounts owed under this Section and will in each case notify each Agent following the payment of any Excess Amounts or the repayment thereof.

(b) If any Lender fails to make any payment required to be made by it pursuant to Section 2.16(a), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), instruct the Servicer to instruct the Securities Intermediary pursuant to any related Monthly Report to apply any amounts thereafter allocated to such Lender pursuant to Section 2.08 to satisfy such Lender's obligations under Section 2.16(a) until all such unsatisfied obligations are fully paid.

Section 2.17. Tax Treatment

. The Borrower, the Lenders and the Administrative Agent agree to treat the Loans and any interests herein as indebtedness of the Borrower secured by the Collateral for U.S. federal, State and local income, single business and franchise tax purposes.

Section 2.18. The Securities Intermediary.

(a) The Securities Intermediary hereunder, which Securities Intermediary initially shall be Computershare, shall be a depository institution or trust company organized under the laws of the United States or any State (or any domestic branch of a foreign bank) that is approved by the Administrative Agent. The Securities Intermediary has established the Accounts at the Account Bank. The Account Bank, which initially shall be Wells Fargo Bank, National Association, shall be a Qualified Institution. The Borrower hereby appoints Computershare as the initial Securities Intermediary and hereby approves Wells Fargo Bank, National Association as the initial Account Bank. All payments of amounts due and payable in respect of the Aggregate Unpaid that are to be made from amounts withdrawn from the Collection Account or the Reserve Account shall be made on behalf of the Borrower by the Securities Intermediary in accordance with Section 2.08.

(b) The Securities Intermediary shall be compensated for its activities hereunder by receiving the Securities Intermediary Fee. The Securities Intermediary Fee shall be payable in accordance with the priorities specified in Section 2.08 or, at the option of the Servicer, may be paid directly to the Securities Intermediary by the Servicer. The Borrower shall indemnify the Securities Intermediary and its officers, directors, employees and agents for, and hold them harmless against, any fees, costs, damages, claims, loss, liability or expense (including reasonable attorneys' fees and expenses and court costs) incurred, other than in connection with the willful misconduct, gross negligence or bad faith on the part of the Securities Intermediary (as determined by a court of competent jurisdiction), arising out of or in connection with (i) the performance of its obligations under and in accordance with this Agreement, including the costs and expenses of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement and (ii) the gross negligence, willful misconduct or bad faith of the Borrower in the performance of its duties hereunder. All such amounts shall be payable in accordance with Section 2.08. The provisions of this Section shall survive the termination or assignment of this Agreement and the resignation or removal of the Securities Intermediary. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any dispute, action, claim or suit) brought by the Securities Intermediary of any indemnification or other obligation of the Borrower or other Person.

THE FOREGOING INDEMNIFICATION SHALL APPLY WHETHER OR NOT SUCH LIABILITIES AND COSTS ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY.

(c) The Securities Intermediary shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Securities Intermediary in such capacity herein and under the Account Control Agreement. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Securities Intermediary and, in the absence of bad faith on the part of the Securities Intermediary, the Securities Intermediary may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Securities Intermediary pursuant to and conforming to the requirements of this Agreement.

(d) The Securities Intermediary shall not be liable for:

(i) an error of judgment made in good faith by one of its officers; or

(ii) any action taken, suffered or omitted to be taken in good faith in accordance with or believed by it to be authorized or within the discretion or rights or powers conferred, by this Agreement or at the direction of a Secured Party relating to the exercise of any power conferred upon the Securities Intermediary under this Agreement in each case unless it shall be proved that the Securities Intermediary shall have been grossly negligent in ascertaining the pertinent facts.

(e) The Securities Intermediary shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Securities Intermediary has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Securities Intermediary shall have no obligation whatsoever either prior to or after receiving any such written notice to investigate or verify that such event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it. The Securities Intermediary shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Securities Intermediary) other than itself in its capacity as Securities Intermediary.

(f) Without limiting the generality of this Section, the Securities Intermediary shall have no duty (i) to see to any recording, filing or depositing of this Agreement or any agreement referred to herein or any financing statement or continuation statement evidencing a security interest in the Collateral, or to see to the maintenance of any such recording or filing or depositing or to any recording, refiling or repositing of any thereof, (ii) to see to the payment or discharge of any Tax or any Lien of any kind owing with respect to, assessed or levied against, any part of the Contracts, (iii) to confirm or verify the contents of any reports or certificates of the Servicer (other than in its capacity as Backup Servicer in accordance with its

express duties as such undertaken herein) or the Borrower delivered to the Securities Intermediary pursuant to this Agreement believed by the Securities Intermediary to be genuine and to have been signed or presented by the proper party or parties or (iv) to ascertain or inquire as to the performance or observance of any of the Borrower's or the Servicer's representations, warranties or covenants or the Servicer's duties and obligations as Servicer and as custodian of books, records, files and computer records relating to the Contracts under this Agreement.

(g) The Securities Intermediary shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or indemnity satisfactory to it against such risk or liability shall not be reasonably assured to it. None of the provisions contained in this Agreement shall in any event require the Securities Intermediary to perform, or be responsible for the manner of performance of, any of the obligations or the acts or omissions of the Borrower, Servicer or any other party under this Agreement, and the Securities Intermediary may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Securities Intermediary to the contrary.

(h) The Securities Intermediary may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, Monthly Report, certificate of auditors or any other certificate, statement, instrument, opinion, report, notice, request, consent, order, appraisal, bond or other paper or document reasonably believed by it to be genuine and to have been signed or presented by the proper party or parties, not only as to due execution, validity and effectiveness, but also as to the truth and accuracy of any information contained therein. The Securities Intermediary shall not be responsible for the content or accuracy of any such documents provided to the Securities Intermediary, and shall not, except as otherwise expressly required herein, be required to recalculate, certify or verify any information contained therein.

(i) The Securities Intermediary may, at the expense of the Borrower, consult with counsel of its choice with regard to legal questions arising out of or in connection with this Agreement and the written advice or opinion of such counsel (which writings may, for the avoidance of doubt, be subject to applicable attorney-client privilege) shall be full and complete authorization and protection in respect of any action taken, omitted or suffered by the Securities Intermediary in good faith in accordance therewith.

(j) The Securities Intermediary shall be under no obligation to exercise any of the rights, powers or remedies vested in it by this Agreement or to institute, conduct or defend any litigation under this Agreement or in relation to this Agreement, at the request, order or direction of the Administrative Agent pursuant to the provisions of this Agreement, unless the Administrative Agent, on behalf of the Secured Parties, or any other party hereto shall have offered to the Securities Intermediary security or indemnity reasonably satisfactory to it against the costs, expenses and liabilities that may be incurred therein or thereby. The Securities Intermediary shall have no liability for any action or inaction taken at the direction of the Borrower, the Servicer or the Administrative Agent in accordance with this Agreement.

(k) The Securities Intermediary shall not be bound to make any investigation into the

facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, consent, order, approval, bond or other paper or document, unless requested in writing so to do by a Secured Party; provided, that if the payment within a reasonable time to the Securities Intermediary of the costs, expenses or liabilities likely to be incurred by it in the making of such investigation shall be, in the opinion of the Securities Intermediary, not reasonably assured by the Borrower, the Securities Intermediary may require indemnity reasonably satisfactory to it against such cost, expense or liability as a condition to so proceeding. The reasonable expense of every such examination shall be paid by the Borrower or, if paid by the Securities Intermediary, shall be reimbursed by the Borrower pursuant to Section 2.08.

(l) The Securities Intermediary may execute any of the trusts or powers hereunder or perform any duties under this Agreement either directly or by or through Affiliates, agents or attorneys or custodians. The Securities Intermediary shall not be responsible for, or have any duty to supervise or monitor, any misconduct or negligence of any such agent, attorney or custodian appointed with due care by it hereunder.

(m) If the Securities Intermediary shall request instructions from the Administrative Agent or the Servicer with respect to any act, action or failure to act in connection with and as set forth in this Agreement, the Securities Intermediary shall be entitled to refrain from taking such action and continue to refrain from acting unless and until the Securities Intermediary shall have received written instructions from the Administrative Agent or the Servicer, as applicable, without incurring any liability therefor to the Administrative Agent, the Borrower, the Servicer or any other person.

(n) The Securities Intermediary may act in reliance upon any written communication of the Administrative Agent concerning the delivery of Collateral pursuant to this Agreement. The Securities Intermediary does not assume and shall have no responsibility for, and makes no representation as to, monitoring the value of the Contracts and other Collateral. The Securities Intermediary shall not be liable for any action or omission to act hereunder, except for its own gross negligence, bad faith or willful misconduct.

THE FOREGOING PARAGRAPH SHALL APPLY WHETHER OR NOT SUCH LIABILITIES ARE IN ANY WAY OR TO ANY EXTENT OWED, IN WHOLE OR IN PART, UNDER ANY CLAIM OR THEORY OF STRICT LIABILITY, OR ARE CAUSED, IN WHOLE OR IN PART, BY ANY NEGLIGENT ACT OR OMISSION OF ANY KIND BY THE SECURITIES INTERMEDIARY.

(o) If the Securities Intermediary shall at any time receive conflicting instructions from the Administrative Agent and the Servicer or any other party to this Agreement and the conflict between such instructions cannot be resolved by reference to the terms of this Agreement, the Securities Intermediary shall be entitled to rely on the instructions of the Administrative Agent. In the absence of bad faith, gross negligence or willful misconduct on the part of the Securities Intermediary, the Securities Intermediary may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, Officer's Certificate, Monthly Report, certificate of auditors, or any other certificate, statement, instrument, opinion, report, notice request, consent, order, appraisal, bond or other paper or document believed by it

to be genuine and to have been signed or presented by the proper party or parties. The Securities Intermediary may conclusively rely upon the validity of documents delivered to it, without investigation as to their authenticity or legal effectiveness, and the Securities Intermediary shall not be liable to the Servicer or any other party to this Agreement in respect of any claims that may arise or be asserted against the Securities Intermediary because of the invalidity of any such documents or their failure to fulfill their intended purpose. The Securities Intermediary shall not be bound to ascertain or inquire as to the performance or observance of any of the terms of this Agreement or any other agreement on the part of any party, and may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Securities Intermediary to the contrary.

(p) The Securities Intermediary is authorized, in its sole discretion, to disregard any and all notices or instructions given by any other party hereto or by any other Person other than any such notices or instructions as are expressly provided for in this Agreement or the Account Control Agreement and orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part hereof, then and in any of such events the Securities Intermediary is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree with which it is advised by legal counsel of its own choosing is binding upon it, and if it complies with any such order, writ, judgment or decree it shall not be liable to any other party hereto or to any other Person by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

(q) Any Person into which the Securities Intermediary may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Securities Intermediary shall be a party, or any Person succeeding to all or substantially all of the Securities Intermediary's corporate trust services business, provided that such Person is a depository institution or trust company organized under the laws of the United States or any State (or any domestic branch of a foreign bank) that is approved by each of the Administrative Agent, the Servicer and the Borrower shall, upon written confirmation thereof by the Securities Intermediary to the other parties hereto, be the successor of the Securities Intermediary under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

(r) The Securities Intermediary may at any time resign and terminate its obligations under this Agreement by providing written notice thereof to the Borrower, the Administrative Agent and the Lenders; provided, however, that except as provided below, no such resignation or termination shall be effective until a successor Securities Intermediary is appointed (and accepts such appointment) pursuant to the terms of this Section 2.18. Promptly after receipt of notice of the Securities Intermediary's intended resignation, the Borrower shall appoint, by written instrument, a successor Securities Intermediary. If the Borrower fails to appoint a successor Securities Intermediary pursuant to the terms hereof within 30 days after receipt of the Securities Intermediary's notice of resignation, the Administrative Agent (acting at the direction of the Required Lenders) shall have the exclusive right to appoint by written instrument, a successor

Securities Intermediary. If neither the Borrower nor the Administrative Agent (acting at the direction of the Required Lenders) has appointed a successor Securities Intermediary within 60 days after receipt of the Securities Intermediary's notice of resignation, the Securities Intermediary may petition a court of competent jurisdiction to appoint a successor Securities Intermediary, with the cost of such petition (including any attorneys' fees and expenses and court costs) to be borne by the Borrower.

(s) The Securities Intermediary may conclusively rely on, and shall be fully protected in acting or refraining from acting upon, any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, approval, bond or any other paper or document (including any of the foregoing delivered in electronic format) believed by it to be genuine and to have been signed or presented by the proper person or persons. Nothing herein shall be construed to impose an obligation on the part of the Securities Intermediary to investigate evaluate, verify, independently determine or re-calculate any information, statement, representation or warranty or any fact or matter stated in, or the accuracy of, any such document and may conclusively rely as to the truth of the statements and the correctness of the opinions expressed therein.

(t) Without limiting the generality of any other provision hereof, the Securities Intermediary shall have no duty to conduct any investigation as to the occurrence of any condition requiring the repurchase of any Receivable by any Person pursuant to this Agreement, or the eligibility of any Receivable for purposes of this Agreement.

(u) Before the Securities Intermediary acts or refrains from taking any action under this Agreement, it may require an Officer's Certificate and/or an Opinion of Counsel from the party requesting that the Securities Intermediary act or refrain from acting in form and substance acceptable to the Securities Intermediary, the costs of which (including the Securities Intermediary's reasonable attorney's fees and expenses) shall be paid by the party requesting that the Securities Intermediary act or refrain from acting. The Securities Intermediary shall not be liable for any action it takes or omits to take in good faith in reliance on any such Officer's Certificate and/or Opinion of Counsel.

(v) Notwithstanding anything to the contrary in this Agreement, the Securities Intermediary shall not be liable for any loss or damage or any failure or delay in the performance of its obligations hereunder if it is prevented from so performing its obligations by any reason which is beyond the control of the Securities Intermediary, including by any existing or future law or regulation, any existing or future act of governmental authority, act of God, flood, war whether declared or undeclared, terrorism, riot, rebellion, civil commotion, other industrial action, labor dispute, epidemic or pandemic, quarantine, national emergency, general failure of electricity or other supply, technical failure, accidental or mechanical or electrical breakdown, computer failure or failure of any money transmission system and any other market conditions affecting the execution or settlement of transactions or any event where, in the reasonable opinion of the Securities Intermediary, performance of any duty or obligation under or pursuant to this Agreement would or may be illegal or would result in the Securities Intermediary being in breach of any Applicable Law or any practice, request, direction, notice, announcement or similar action of any Governmental Authority to which the Securities Intermediary is subject.

(w) Notwithstanding anything to the contrary in this Agreement, the Securities Intermediary shall not be required to take any action if it shall have reasonably determined, or shall have been advised by its counsel, that such action is likely to expose the Securities Intermediary to personal liability, is contrary to this Agreement or is not in accordance with Applicable Law.

(x) The right of the Securities Intermediary to perform any permissive or discretionary act enumerated in this Agreement or any related document shall not be construed as a duty. In the event that any provision of this Agreement implies or requires that action or forbearance from action be taken by a party but is silent as to which party has the duty to act or refrain from acting, the parties hereto agree that the Securities Intermediary shall not be the party required to take the action or refrain from acting.

(y) Neither the Securities Intermediary nor any of its officers, directors, employees, attorneys or agents will be responsible or liable for (i) the existence, genuineness, value or protection of any collateral securing the Receivables, for the legality, enforceability, effectiveness or sufficiency of the Basic Documents for the creation, perfection, continuation, priority, sufficiency or protection of any of the Liens, or for any defect or deficiency as to any such matters, or for any failure to demand, collect, foreclose or realize upon or otherwise enforce any of the Liens or Basic Documents or any delay in doing so, or (ii) reviewing or determining the accuracy, completeness or sufficiency of any chain of ownership (including endorsements or assignments related thereto) with respect to any Receivable or Receivable File.

(z) The Securities Intermediary shall not be liable for any action or inaction of the Servicer, or any other party (or agent thereof) to this Agreement or any related document and may assume compliance by such parties with their obligations under this Agreement or any related agreements, unless a Responsible Officer of the Securities Intermediary shall have received written notice to the contrary at the address set forth below the name of the Securities Intermediary on the signature pages of this Agreement.

(aa) The Securities Intermediary shall not be imputed with any knowledge of, or information possessed or obtained by, the Backup Servicer or any affiliate, line of business, or other division of Computershare, and vice versa.

(bb) The Securities Intermediary shall not be liable for, and shall have no duty to supervise or monitor, any action or inaction of the Borrower, Servicer or any other party (or agent thereof) to this Agreement or any related document and may assume compliance by such parties with their obligations under this Agreement or any related agreements, unless a Responsible Officer of the Securities Intermediary shall have received written notice to the contrary at the address set forth below the name of the Securities Intermediary on the signature pages of this Agreement

(cc) Neither the Securities Intermediary nor any of its directors, officers, agents or employees shall be responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower, the Servicer, Regional Management, the Administrative Agent or the Backup Servicer contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received

under or in connection with, this Agreement or any other Basic Document to which it is a party for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article Four.

(dd) Without limiting the generality of any other provision hereof, neither the Securities Intermediary's preparation or receipt of any reports pursuant to this Agreement nor any other publicly available information available to the Securities Intermediary shall constitute actual or constructive knowledge or written notice of any information contained therein.

(ee) The Securities Intermediary shall not be held responsible or liable for or in respect of, and makes no representation or warranty with respect to (i) the preparation, filing, correctness or accuracy of any financing statement, continuation statement or recording of any document (including this Agreement) or instrument in any public office at any time, or (ii) the monitoring, creation, maintenance, enforceability, existence, status, validity, priority or perfection of any security interest, lien or collateral or the performance of any collateral.

(ff) In the event that (i) the Securities Intermediary is unsure as to the application or interpretation of any provision of this Agreement or any other Basic Document, (ii) this Agreement or any other Basic Document is silent or is incomplete as to the course of action that the Securities Intermediary is required or permitted to take with respect to a particular set of facts, or (iii) more than one methodology can be used to make any determination to be performed by the Securities Intermediary hereunder or thereunder, then the Securities Intermediary may give written notice to the Administrative Agent requesting written instruction and, to the extent that the Securities Intermediary acts or refrains from acting in good faith in accordance with any such written instruction, the Securities Intermediary shall not be personally liable to any Person. If the Securities Intermediary shall not have received such written instruction within ten (10) calendar days of delivery of notice to the Administrative Agent (or within such shorter period of time as may reasonably be specified in such notice or as may be necessary under the circumstances) it may, but shall be under no duty to, take or refrain from taking any action, and shall have no liability to any Person for such action or inaction.

(gg) The Securities Intermediary shall not be responsible for preparing or filing any reports or returns relating to federal, state or local income taxes with respect to this Agreement or any other Basic Document other than for the Securities Intermediary's compensation.

(hh) Notwithstanding anything to the contrary herein, Computershare (in each of its capacities) (i) will not have any liability for any determination made by or on behalf of any Person in connection with a Benchmark Transition Event, and (ii) shall not (a) have any duty to make any determination related to, a Benchmark Transition Event, a Benchmark Replacement Date, a Benchmark Replacement, a Benchmark Replacement Adjustment or other modifier to any replacement or successor index, (b) be under any obligation to monitor, determine or verify the unavailability or cessation of Term SOFR (or other applicable benchmark), or whether or when there has occurred, or to give notice to any other transaction party of the occurrence of any Benchmark Transition Event or Benchmark Replacement Date, (c) be liable for any inability, failure or delay on its part to perform any of its duties set forth in this Agreement or any other

Basic Document as a result of the unavailability of Term SOFR (or other applicable benchmark) and absence of a designated Benchmark Replacement, including as a result of any inability, delay, error or inaccuracy on the part of any other Person in providing any direction, instruction, notice or information required or contemplated by the terms of the Basic Documents and reasonably required for the performance of such duties, (d) have any responsibility, obligation or liability related to determining whether or what Conforming Changes are necessary or advisable, if any, in connection with any of the foregoing or (e) have any liability for entering into, or the contents of, any Conforming Changes.

(ii)Computershare will perform its obligations as Backup Servicer through its Corporate Trust Services department (including, as applicable, any agents or Affiliates utilized thereby).

(jj)The Securities Intermediary shall be entitled to any right, protection, privilege or indemnity afforded to the Backup Servicer under the terms of this Agreement, *mutatis mutandis*. The Third Party Allocation Agent (so long as such Third Party Allocation Agent is Computershare) under the Intercreditor Agreement shall be entitled to any right, protection, privilege or indemnity afforded to the Backup Servicer under the terms of this Agreement as though set forth in their entirety therein, *mutatis mutandis*.

ARTICLE 3

SECURITY

Section 3.01. Collateral.

(a) The parties hereto intend that this Agreement constitute a security agreement and the transactions effected hereby constitute secured loans by the Lenders to the Borrower under Applicable Law. As collateral security for the prompt, complete and indefeasible payment and performance in full when due, whether by lapse of time, acceleration or otherwise, of the Obligations, the Borrower hereby grants to the Administrative Agent, as agent for the Secured Parties, a lien on and security interest in all of the Borrower's right, title and interest in, to and under the following, whether now existing or owned or hereafter arising or acquired by the Borrower (collectively, the "Collateral"):

- (i) the Receivables and the related Contracts, (including the right to service the Receivables in connection therewith), and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Receivables) or to become due or received by any Person in payment of any of the foregoing on or after the related Cutoff Date;
- (ii) the 2023-1B SUBI, the 2023-1B SUBI Certificate and any related rights, authority, powers and privileges of the holder and the beneficiary thereof under the related Trust Documents, including a beneficial interest in the North Carolina Receivables from time to time allocated to the 2023-1B SUBI, including all monies due and to become due with respect thereto and all proceeds thereof, and all payments and distributions thereunder of whatever kind or character and whether in cash or other property, at any time made or distributable to the Borrower thereunder or in respect thereof, whether due or to become due, including, without limitation, the immediate and continuing right of the Borrower to receive and collect all amounts payable to the holder thereof, and all of the Borrower's rights, remedies, powers, interests and privileges under the Trust Documents (whether arising pursuant to the terms thereof or otherwise available to Borrower), including, without limitation, the right to enforce the Trust Documents, to give or withhold any and all consents, requests, notices, directions, approvals or waivers thereunder and all amounts due and to become due thereunder, whether payable as indemnities or damages for breach thereof;
- (iii) (A) the First Tier Master Purchase Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by Regional Management against each Originator (other than the Bank Originator) under or in connection with the First Tier Master Purchase Agreement and (B) any Bank Originator Transfer Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by Regional Management against such Bank Originator under or in connection with the Bank Originator Transfer Agreement, if any;

(iv) the Second Tier Purchase Agreement and all remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Regional Management under or in connection with the Second Tier Purchase Agreement;

(v) the Account Collateral;

(vi) all Liquidation Proceeds;

(vii) all Hedge Collateral;

(viii) all Receivable Files, Servicer Files and the Schedule of Receivables, and the documents, agreements and instruments included in the Receivable Files and Servicer Files, including rights of recourse of the Borrower against the related Obligors and Regional Management;

(ix) all Records, documents and writings evidencing or related to the Receivables or the Contracts;

(x) all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof), payments and other agreements or arrangements of whatever character from time to time supporting or securing payment of the Receivables, whether pursuant to the related Contracts or otherwise;

(xi) all security interests, Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Receivables and the related Contracts, and any collateral relating thereto;

(xii) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing;

(xiii) any and all other assets of the Borrower including all accounts, deposit accounts, general intangibles, chattel paper, instruments and investment property; and

(xiv) all income, products, accessions and proceeds of the foregoing.

(b) The grant under this Section does not constitute and is not intended to result in a creation or an assumption by any Agent or any of the Secured Parties of any obligation of the Borrower or any other Person in connection with any or all of the Collateral or under any agreement or instrument relating thereto. Anything herein to the contrary notwithstanding, (i) the Borrower shall remain liable under the Contracts to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (ii) the exercise by the Administrative Agent of any of its rights in the Collateral shall not release the Borrower from any of its duties or obligations under the Collateral and (iii) no Agent or any Secured Party shall have any obligations or liability under the Collateral by reason of this Agreement, nor shall any Agent or any Secured Party be obligated to perform any of the obligations or duties of the Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

(c) Each of the Borrower and the Servicer represents and warrants as to itself that each remittance of Collections by the Borrower or the Servicer to the Administrative Agent or any Lender under this Agreement will have been (i) in payment of a debt incurred by the Borrower in the ordinary course of business or financial affairs of the Borrower and the Servicer and (ii) made in the ordinary course of business or financial affairs of the Borrower and the Servicer or as required under the Basic Documents.

Section 3.02. Release of Collateral; No Legal Title.

(a) At the same time as any Receivable (i) expires by its terms and all amounts in respect thereof have been paid by the related Obligor and deposited into the Collection Account or (ii) has been prepaid in full and all amounts in respect thereof have been paid by the related Obligor and deposited into the Collection Account, the Administrative Agent will, automatically release its interest in such Receivable, the related Contract and the related Collateral. In connection with any sale of any property on or after the occurrence of an event described in clauses (i) or (ii) above or in connection with a Defaulted Receivable, after the deposit by the Servicer of the proceeds of the sale or other disposition of the related property into the Collection Account, the Administrative Agent will, at the sole expense of the Servicer, execute and deliver to the Servicer any assignments, bills of sale, termination statements, payoff letters and any other releases and instruments as the Servicer may reasonably request in order to effect the release and transfer of such property; provided, that the Administrative Agent will not make any representation or warranty, express or implied, with respect to any such property in connection with such sale or transfer and assignment. Nothing in this Section shall diminish the Servicer's obligations pursuant to Section 7.03(c) or 7.03(d) with respect to the proceeds of any such sale or other disposition.

(b) Upon (i) a transfer or reallocation of Receivables in connection with a Securitization or (ii) the Facility Termination Date, the Administrative Agent, at the Borrower's expense, upon payment in full of the related Aggregate Unpaid, shall execute and file such partial or full releases or partial or full assignments of financing statements and other documents and instruments as may be reasonably requested by the Borrower to effectuate the release of the relevant portion of the Collateral.

(c) The Administrative Agent will not, except as may result from the exercise of its remedies hereunder, have legal title to any part of the Collateral on the Facility Termination Date and will have no further interest in or rights with respect to the Collateral.

Section 3.03. Protection of Security Interest; Administrative Agent, as Attorney-in-Fact.

(a) The Borrower agrees that from time to time, at its expense, it will promptly execute and deliver all instruments and documents, and take all actions, that may reasonably be necessary, or that the Administrative Agent or any Agent may reasonably deem necessary, to perfect, protect or more fully evidence the security interest granted to the Administrative Agent in the Receivables and the other Collateral, or to enable the Administrative Agent or the Secured Parties to exercise and enforce their rights and remedies hereunder and thereunder.

(b) If the Borrower fails to perform any of its obligations hereunder after five (5)

Business Days' notice from any Secured Party, any Secured Party may (but shall not be required to) perform, or cause performance of, such obligation; and the reasonable costs and expenses incurred by such Secured Party in connection therewith shall be payable by the Borrower as provided in Article Eleven. The Borrower irrevocably authorizes the Administrative Agent and appoints the Administrative Agent, as its attorney-in-fact to act on behalf of the Borrower, (i) to execute or cause to be executed on behalf of the Borrower as debtor and to file financing statements necessary or desirable in the Administrative Agent's sole discretion to perfect and to maintain the perfection and priority of the interest of the Secured Parties in the Receivables and the other Collateral, including financing statements that describe the collateral covered thereby as "all assets of the Borrower whether now owned or existing or hereafter acquired or arising and wheresoever located" and (ii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Receivables and the other Collateral, as a financing statement in such offices as the Administrative Agent in its sole discretion deems necessary or desirable to perfect and to maintain the perfection and priority of the interests of the Secured Parties in the Receivables and the other Collateral. This appointment is coupled with an interest and is irrevocable.

(c) The Servicer, on behalf of the Borrower, shall deliver to the Administrative Agent, each Agent and the Backup Servicer an electronic data file containing a true and complete list of all such Receivables, identified by account number and principal balance as of the end of the Collection Period ending immediately prior to the initial Funding Date. Such file or list shall be marked as the Schedule of Receivables attached hereto as Schedule C hereto, delivered to the Administrative Agent, each Agent and the Backup Servicer as confidential and proprietary information, and is hereby incorporated into and made a part of this Agreement. The Servicer, on behalf of the Borrower, agrees to deliver to the Administrative Agent at such times as requested by the Administrative Agent in connection with a third-party's request to review the Schedule of Receivables, as provided in the financing statement filed by the Administrative Agent under the UCC, an electronic data file containing a true and complete list of all Receivables, including all Receivables created on or after the initial Cutoff Date, in existence as of the later of (x) the last day of the prior Collection Period, (y) the most recent Funding Date or (z) the most recent Securitization Date by account number and by Principal Balance as of such day or date. Such updated and revised file or list shall be marked as the Schedule of Receivables, delivered to the Administrative Agent, each Agent and the Backup Servicer as confidential and proprietary information, shall replace the previously delivered Schedule of Receivables, and shall be incorporated into and made a part of this Agreement.

Section 3.04. Assignment of the Second Tier Purchase Agreement

. The Borrower hereby represents, warrants and confirms to the Administrative Agent that the Borrower has collaterally assigned to the Administrative Agent, for the ratable benefit of the Secured Parties hereunder, all of the Borrower's right and title to and interest in the Second Tier Purchase Agreement. The Borrower confirms that the Administrative Agent shall have the sole right to enforce the Borrower's rights and remedies under the Second Tier Purchase Agreement for the benefit of the Secured Parties, but without any obligation on the part of the Administrative Agent, the Secured Parties or any of their respective Affiliates, to perform any of the obligations of the Borrower under the Second Tier Purchase Agreement. The Borrower further confirms and agrees that such collateral assignment to the Administrative Agent shall

terminate upon the Facility Termination Date; provided, however, that the rights of the Secured Parties pursuant to such collateral assignment with respect to rights and remedies in connection with any indemnities and any breach of any representation, warranty or covenants made by Regional Management pursuant to the Second Tier Purchase Agreement, which rights and remedies survive the termination of the Second Tier Purchase Agreement, shall be continuing and shall survive any termination of such collateral assignment.

Section 3.05. Waiver of Certain Laws

. Each of the Borrower, the Backup Servicer and the Servicer agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force in any locality where any part of the Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and each of the Borrower, the Backup Servicer and the Servicer, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such laws, and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclose the security interests granted in this Agreement may sell the Collateral as an entirety or in such parcels as the Administrative Agent or such court may determine.

Section 3.06. Electronic Vault System and Electronic Collateral Control Agreement.

(a) With respect to each Contract that is an Electronic Contract (i) that constitutes Electronic Chattel Paper for which the Authoritative Copy has been communicated to the Administrative Agent or (ii) that does not constitute Electronic Chattel Paper, and in each case is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent, the Administrative Agent is the agent for the Secured Parties exclusively. The Administrative Agent shall hold each such Contract for the exclusive benefit of the Secured Parties and shall make disposition thereof only in accordance with this Agreement or the Electronic Collateral Control Agreement or otherwise pursuant to written instructions furnished by the Required Lenders.

(b) The Servicer shall maintain or cause to be maintained the Electronic Vault so that the Electronic Vault System will place the Required Legend on each page of any perceivable copy of an Electronic Contract; *provided, that* if a Contract is Exported from the Electronic Vault, the Servicer will hold such Contract in physical form in accordance with its customary servicing practices and the requirements of this Agreement. None of the Administrative Agent, Regional Management Entities or the Trust shall make any changes to the Owner of Record of the Electronic Vault or to the Required Legend on any Electronic Contract, without the prior written consent of the Required Lenders. (c) The Servicer shall maintain or cause to be maintained each Electronic Contract that constitutes Electronic Chattel Paper such that (i) a watermark on any perceivable rendering of the Authoritative Copy thereof shall read "View of Authoritative Copy," (ii) a watermark on any perceivable rendering of each Electronic Contract that is not a perceivable rendering of the Authoritative Copy thereof shall read "View of

Non-Authoritative Copy,” and (iii) the Required Legend is placed on each perceivable rendering thereof; *provided, that* the Servicer shall not be required to apply a watermark or other notation to any Electronic Contract when such Electronic Contract has expired by its terms or has been paid in full. The Servicer shall cause the Electronic Vault to reflect the name of the applicable Owner of Record as follows: “Regional Management Receivables VII, LLC/Regional Management NC Receivables Trust, solely with respect to 2023-1B SUBI”. Neither any Regional Management Entity nor the Administrative Agent shall knowingly destroy any Electronic Contract nor transfer or cause the transfer or Export of any Electronic Contract except in accordance with the terms hereof and the Electronic Collateral Control Agreement, provided that, for the avoidance of doubt, the Servicer may Export an Electronic Contract in accordance with the terms hereof and the terms of the Electronic Collateral Control Agreement in connection with the release of such Receivable from the lien of this Agreement in accordance with the terms hereof.

(d) The Regional Management Entities shall notify the Lenders in writing as soon as reasonably practicable and in any event within two (2) Business Days after any Responsible Officer thereof receives notice or obtains actual knowledge of: (I) the intent or threat (expressed in writing) of the Electronic Vault Provider to terminate, or the termination of, the Electronic Collateral Control Agreement or the Electronic Vault Services Agreement, (II) receipt of written notice from the Electronic Vault Provider of any actual or suspected theft of, accidental disclosure of, loss of, or inability to account for, any nonpublic or confidential information (including, but not limited to, the access codes of the Electronic Vault Provider or any party hereto) of the Electronic Vault Provider or any party hereto which is maintained in the Electronic Vault and/or any unauthorized intrusions into the Electronic Vault Provider’s or any of its subcontractor’s facilities or secure systems on or in which any nonpublic or confidential information of the Electronic Vault Provider or any party hereto is maintained, (III) receipt of written notification from the Electronic Vault Provider of any changes to the System Description, which shall include any changes to the Electronic Vault System that are materially inconsistent with the System Description, with respect to the Electronic Vault, (IV) any Integrity Check failure with respect to or any other attempted unauthorized access to or modification or alteration of an Authoritative Copy of an Electronic Contract that constitutes Electronic Chattel Paper which constitutes or evidences a Receivable maintained in the Electronic Vault, (V) any claim of any Person (other than the Administrative Agent) of an interest in an Electronic Contract, (VI) the receipt of written notice of the commencement or the threat in writing of any actions, suits, investigations or proceedings against the Electronic Vault Provider which may materially interfere with (A) the Electronic Vault Provider’s provision of the Electronic Vault System or (B) the Borrower’s, the Servicer’s, the Administrative Agent’s or any other Person’s access to or use of the Electronic Vault or against the Borrower, the Servicer, the Administrative Agent or otherwise relating to or affecting the Electronic Vault or the Contracts, in any court, or before any arbitrator of any kind, or before or by any Governmental Authority or (VII) the receipt of any other material or adverse written notice from the Electronic Vault Provider. The Administrative Agent shall, upon receipt of notice of any of the foregoing and to the extent such notice has not already been provided by a Regional Management Entity to the Lenders, provide written notice thereof to the Lenders as soon as reasonably practicable.

(e) The Administrative Agent shall appoint only its own personnel (or personnel of its subcontractors) as “Secured Party Authorized Users” in respect of the Electronic Vault and

the Contracts contained therein and shall not otherwise permit any Person to have access to thereto other than (1) prior to the delivery of a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement, Approved Parent Authorized Users (as defined in the Electronic Collateral Control Agreement), (2) from and after the delivery of a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement, the Required Lenders and any Person appointed by the Required Lenders as a “Secured Party Administrative User”, (3) personnel of Electronic Vault Provider in connection with providing technical support to any such “Secured Party Authorized Users” and (4) the Required Lenders and their respective agents or representatives in connection with an audit pursuant to Section 7.03(k). The Administrative Agent shall not provide any Person other than the Required Lenders with any right to control the actions of the Administrative Agent under the Electronic Collateral Control Agreement, or any consent or approval rights in respect of the Electronic Collateral Control Agreement or any rights thereunder or any provisions thereof, or permit any other Person to direct the Servicer to take or refrain from taking any action, in each case, which could affect the Contracts.

(f) The Administrative Agent shall not agree to amend, or provide any consents, waivers or directions under, the Electronic Collateral Control Agreement without the prior written consent of the Required Lenders.

(g) Upon the occurrence of (x) an Event of Default, (y) the termination of Electronic Vault Services Agreement or the Electronic Collateral Control Agreement or the delivery of any notice of termination thereunder or (z) a determination by the Administrative Agent or the Required Lenders, each in their reasonable discretion, that the functionality, security, integrity or reliability of the Electronic Vault System (or any portion thereof) is impaired or the Contracts are otherwise adversely affected by any event (including any change in configuration, technology or law) or circumstance with respect to the Electronic Vault Provider, the Administrative Agent, the Electronic Vault System, the Electronic Vault Services Agreement, the Electronic Collateral Control Agreement or Electronic Contracts generally, including, without limitation, adverse claims being asserted therein by the Electronic Vault Provider or other lenders, (1) the Administrative Agent shall, notwithstanding any contrary instruction received from the Regional Management Entities or the Trust, promptly take such reasonable action with respect to the Electronic Contracts and the Electronic Collateral Control Agreement, as the Required Lenders may direct in writing (including, without limitation, Exporting the Contracts maintained within the Electronic Vault System) and (2) the Administrative Agent (acting at the written direction of the Required Lenders) as “Secured Party” under the Electronic Collateral Control Agreement shall deliver a Notice of Exclusive Control under (and as defined in) the Electronic Collateral Control Agreement.

(i) The Servicer and the Borrower hereby represent and warrant to the Secured Parties as of the date hereof and as of each Funding Date that the Electronic Collateral Control Agreement provides Regional Management a license to use the Electronic Vault System and provides the Administrative Agent exclusive access to the Electronic Vault (except to the extent otherwise expressly set forth herein or in the Electronic Collateral Control Agreement) and the terms thereof are sufficient to permit the Administrative Agent to perform its duties and obligations hereunder and under the Electronic Collateral Control Agreement.

(j) The Servicer and the Borrower hereby represent and warrant to the Secured Parties as of the date hereof and as of each Funding Date that none of the Regional Management Entities or the Trust has any right of access to the Electronic Vault under the Electronic Collateral Control Agreement without the prior written consent of the Administrative Agent, except in accordance with the terms thereof and the terms of this Agreement.

ARTICLE 4

CONDITIONS OF CLOSING AND THE LOANS

Section 4.01. Conditions of Closing and the Initial Loan

. The Closing Date shall not occur and no Lender shall be obligated to make any Lender Advance hereunder in respect of the Initial Loan, nor shall any Lender, the Administrative Agent, any Agent or any other party hereto be obligated to take, fulfill or perform any other action hereunder, until the following conditions precedent, after giving effect to the proposed Loan, in each case, have been satisfied or waived in the sole discretion of the Required Lenders:

(a) The Administrative Agent and each Agent shall have received (i) an executed copy of each Basic Document and (ii) such other documents, instruments, agreements and Opinions of Counsel as the Administrative Agent or any Agent shall request in connection with the transactions contemplated by this Agreement, each in form and substance satisfactory to the Administrative Agent or such Agent, as applicable.

(b) The Administrative Agent and each Agent shall have received (i) satisfactory evidence, which may be in the form of an Officer's Certificate or an Opinion of Counsel, that the Borrower, the Servicer, Regional Management and the Backup Servicer have obtained all required consents and approvals of all Persons, including all requisite Governmental Authorities, to the execution, delivery and performance of this Agreement and the other Basic Documents to which each is a party and the consummation of the transactions contemplated hereby or thereby or (ii) an Officer's Certificate or an Opinion of Counsel from each of the Borrower, the Servicer, Regional Management and the Backup Servicer, in form and substance satisfactory to the Administrative Agent and each Agent, affirming that no such consents or approvals are required; it being understood that the acceptance of such evidence, Opinion of Counsel or Officer's Certificate shall in no way limit the recourse of the Administrative Agent or any Secured Party against Regional Management or the Borrower for a breach or Regional Management's as the Borrower's representation or warranty that all such consents and approvals have, in fact, been obtained.

(c) The Borrower and Regional Management shall each be in compliance in all material respects with all Applicable Laws and shall have delivered an Officer's Certificate to the Administrative Agent and each Agent as to such compliance and other closing matters.

(d) The Borrower shall have paid all fees, costs and expenses required to be paid by it on the Closing Date, including all fees required hereunder and under the Fee Letter, and shall have reimbursed each Lender and the Administrative Agent for all fees, costs and expenses of closing the transactions contemplated hereunder and under the other Basic Documents, including the fees and expenses of Chapman and Cutler LLP.

(e) No Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred.

- (f) No Servicer Termination Event or any event that, with the giving of notice or the lapse of time, or both, would become a Servicer Termination Event shall have occurred.
- (g) All existing financing statements naming Regional Management, as debtor securing any chattel paper as collateral thereunder shall be terminated, or amended to release such collateral, to the extent such financing statement covers any Receivables that will become Collateral upon its pledge on the Closing Date.
- (h) On and as of the Closing Date, each of the Borrower, the Servicer and Regional Management has performed all of the agreements contained in this Agreement and the other Basic Documents to be performed by it.
- (i) No adverse procedures were used by the Borrower in providing information related to the Receivables and, to the Borrower's knowledge, the selection of the Receivables did not result in a selection adverse to the Lenders.
- (j) No Applicable Law shall prohibit, and no order, judgment or decree of any Governmental Authority shall prohibit or enjoin, the making of the Loan by the Lenders in accordance with the provisions hereof.
- (k) The Administrative Agent and each Agent shall have received opinions from (i) Alston & Bird with respect to corporate, security interest, true sale and nonconsolidation opinions customarily rendered in connection with the transactions contemplated by the Basic Documents and such other opinions as requested by the Lenders, (ii) Womble Bond Dickinson (US) LLP with respect to corporate opinions for the Originators whose jurisdictions are in the States of South Carolina and Tennessee, customarily rendered in connection with the transactions contemplated in the Basic Documents and (iii) Baker, Donelson, Bearman, Caldwell & Berkowitz PC, with respect to corporate opinions for the Originator whose jurisdiction is in the State of Alabama, customarily rendered in connection with the transactions contemplated in the Basic Documents.
- (l) The Lenders shall have received no later than three (3) Business Days in advance of the Closing Date all documentation and other information requested in connection with applicable "know your customer" and anti-money laundering rules and regulations, including the Patriot Act, that has been reasonably requested in writing by any Lender at least ten days in advance of the Closing Date and such Lender has confirmed completion of its review.
- (m) The Administrative Agent and each Agent shall have received such other approvals, opinions, information or documents as the Administrative Agent or the Lenders may reasonably require.
- (n) The Backup Servicer shall have established a servicing plan subject to the satisfaction of the Agents.

Section 4.02. Conditions Precedent to All Loans

. The Lenders' obligation to make any Lender Advance on any Funding Date hereunder shall be subject to the conditions set forth in Section 4.01 and the further conditions precedent that:

(a) With respect to any Loan (including the Initial Loan), the Servicer shall have delivered to the Administrative Agent and each applicable Agent, on or prior to the date of such Loan in form and substance satisfactory to the Administrative Agent and each Agent, (i) a Funding Request and (ii) in the case of Receivables being added to the Collateral, an updated Schedule of Receivables dated within two (2) Business Days prior to the date of such Loan and containing such additional information as may be reasonably requested by the Administrative Agent or an Agent.

(b) On each Funding Date, the following shall be true and correct and the Borrower shall be deemed to have certified that, after giving effect to the proposed Loan and pledge of the Collateral (or as of such other time otherwise specified herein):

(i) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct on and as of such date as though made on and as of such date and shall be deemed to have been made on such date, except to the extent such representations and warranties expressly relate to an earlier date as set forth herein;

(ii) no event has occurred and is continuing, or would result from such transaction that constitutes (i) an Event of Default, Unmatured Event of Default or Facility Amortization Event or (ii) a Servicer Termination Event or any event that with the giving of notice of the lapse of time, or both, would constitute a Servicer Termination Event;

(iii) on and as of such date, after giving effect to such Loan, the Loans Outstanding does not exceed the Borrowing Base (calculated as of the previous Determination Date or, with respect to the initial Funding Date or any Receivables added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date);

(iv) on and as of each such date, the Borrower, the Servicer and Regional Management each has performed all of the agreements contained in this Agreement and the other Basic Documents to be performed by it at or prior to such date; and

(v) no Applicable Law shall prohibit, and no order, judgment or decree of any Governmental Authority shall prohibit or enjoin, the making of such Loans by the Lenders in accordance with the provisions hereof.

(c) The Borrower shall have deposited to the Reserve Account an amount of cash such that the Reserve Account Amount is not less than the Reserve Account Required Amount, taking into account the aggregate Principal Balance of the Receivables transferred in connection with such Loan.

(d) The Borrower shall be in compliance with Section 6.03 and with all

requirements of any Hedging Agreement required thereby.

(e) The Administrative Agent and each Agent shall have received the Schedule of Receivables and the Schedule of Locations of Books and Records.

(f) On the date of such transaction, the Administrative Agent and each Agent shall have received such other approvals, opinions, information or documents as the Administrative Agent or an Agent may reasonably require.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES

Section 5.01. Representations and Warranties of the Borrower

. The Borrower represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

(a) Organization and Good Standing. The Borrower has been duly organized, and is validly existing as a limited liability company in good standing under the laws of the State of Delaware, with all requisite power and authority to own or lease its properties and conduct its business as such business is presently conducted, and the Borrower had at all relevant times, and now has all necessary power, authority and legal right to acquire, own, sell and pledge the Receivables and the other Collateral.

(b) Due Qualification. The Borrower is duly qualified to do business and is in good standing as a Delaware limited liability company and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of property or the conduct of its business requires such qualifications, licenses or approvals (including, as applicable, the origination, purchase, sale, pledge and servicing of the Receivables).

(c) Power and Authority; Due Authorization. The Borrower (i) has all necessary power, authority and legal right to (A) execute and deliver the Borrower Basic Documents, (B) carry out the terms of the Borrower Basic Documents and (C) grant the security interest in the Collateral on the terms and conditions herein provided and (ii) has duly authorized by all necessary limited liability company action the execution, delivery and performance of the Borrower Basic Documents and the grant of the security interest in the Collateral on the terms and conditions herein and therein provided.

(d) Binding Obligation. Each Borrower Basic Document constitutes a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its respective terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(e) No Violation. The execution and delivery of the Borrower Basic Documents, the consummation of the transactions contemplated by the Borrower Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Formation Documents or any Contractual Obligation of the Borrower, (ii) result in the creation or imposition of any Lien upon any of the Borrower's properties pursuant to the terms of any such Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.

(f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the knowledge of the Borrower, threatened against the Borrower, before any Governmental Authority (i) asserting the invalidity of any Borrower Basic

Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by the Borrower Basic Documents or (iii) seeking any determination or ruling that could reasonably be expected to have a Material Adverse Effect.

(g) All Consents Required. All approvals, authorizations, consents, orders, licenses or other actions of any Person or of any Governmental Authority required for the due execution, delivery and performance by the Borrower of the Borrower Basic Documents have been obtained.

(h) Bulk Sales. The execution, delivery and performance of this Agreement do not require compliance with any “bulk sales” act or similar law by the Borrower.

(i) Solvency. The transactions contemplated by the Basic Documents do not and will not render the Borrower not Solvent.

(j) Selection Procedures. No procedures believed by the Borrower to be adverse to the interests of the Lenders were utilized by the Borrower in identifying and/or selecting Receivables to be funded by the related Loans. In addition, each Receivable shall have been underwritten in accordance with and satisfy the standards of the Credit Policy in effect at the time of the origination of such Receivable.

(k) Taxes. The Borrower has filed or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it and all such returns are correct in all material respects. The Borrower has paid or made adequate provisions for the payment of all Taxes shown on such tax returns and all material assessments made against it or any of its property (other than (a) any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Borrower, or (b) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect).

(l) Exchange Act Compliance; Regulations T, U and X. None of the transactions contemplated herein (including the use of the proceeds from the Loans and the pledge of the Collateral) will violate or result in a violation of Section 7 of the Exchange Act, or any regulations issued pursuant thereto, including Regulations T, U and X of the Federal Reserve Board, 12 C.F.R., Chapter II. The Borrower does not own or intend to carry or purchase, and no proceeds from the Loans will be used to carry or purchase, any “Margin Stock” within the meaning of Regulation U or to extend “Purpose Credit” within the meaning of Regulation U.

(m) Quality of Title. (i) Each Receivable (other than a Receivable originated by the Bank Originator), together with the Contract related thereto and (ii) the participation interest in each Receivable originated by the Bank Originator, shall, at all times, be owned by the Borrower (or, in the case of the North Carolina Receivables that are not originated by the Bank Originator, the Trust), free and clear of any Lien except for Permitted Liens, and upon the making of the Loan, the Administrative Agent, on behalf of the Secured Parties, shall acquire a valid and perfected first priority security

interest in each Receivable (or, (i) in the case of a Receivable originated by a Bank Originator, in each related participation interest, and (ii) in the case of the North Carolina Receivables, the 2023-1B SUBI Certificate) and, to the extent such a security interest can be perfected by filing a financing statement under the UCC (in the case of the Receivables or, in the case of Receivables originated by the Bank Originator, participation interests therein other than the North Carolina Receivables) or by possession thereof (in the case of the North Carolina Receivables evidenced by the 2023-1B SUBI Certificate), the related Collateral, free and clear of all Liens other than Permitted Liens. No effective financing statement or other instrument similar in effect covering any portion of the Collateral shall at any time be on file in any recording office except such as may be filed in favor of (i) Regional Management in accordance with the First Tier Master Purchase Agreement, the Bank Originator Transfer Agreement and the First Tier North Carolina Purchase Agreement, (ii) the Borrower in accordance with the Second Tier Purchase Agreement or (iii) the Administrative Agent in accordance with this Agreement.

(n) Security Interest. The Borrower has granted a security interest (as defined in the UCC) to the Administrative Agent, on behalf of the Secured Parties, in the Collateral, which is enforceable in accordance with Applicable Law upon execution and delivery of this Agreement. Upon the filing of UCC-1 financing statements naming the Administrative Agent, as secured party and the Borrower as debtor, delivery of possessory Collateral to the Administrative Agent (or its designee), and execution and delivery of the Account Control Agreement, the Administrative Agent, on behalf of the Secured Parties, shall have a first priority (except for any Permitted Liens) perfected security interest in the Collateral to the extent such an interest can be perfected by filing a financing statement under the UCC, maintaining such possession or execution and delivery of the Account Control Agreement. All filings (including such UCC filings) as are necessary in any jurisdiction to perfect such security interest of the Administrative Agent, on behalf of the Secured Parties, in the Collateral have been (or prior to the applicable Loan will be) made.

(o) Reports Accurate. All Monthly Reports, Monthly Loan Tapes and static pool information (if prepared by the Borrower, or to the extent that information contained therein is supplied by the Borrower, such portion supplied by the Borrower), information, exhibits, financial statements, documents, books, records or reports (including the data file indicating characteristics of the Initial Receivables immediately prior to the initial Funding Date, and the data file indicating characteristics of the Subsequent Receivables prior to each subsequent Funding Date) furnished or to be furnished by the Borrower to each Agent, any Secured Party, the Backup Servicer or the Securities Intermediary in connection with this Agreement are true, complete and correct in all material respects as of the dates specified therein or the date so furnished (as applicable).

(p) Location of Offices. The principal place of business and chief executive office of the Borrower and the offices where the Borrower keeps all Records are located at the addresses referred to in Schedule H and have been so for the four months preceding the Closing Date (or at such other locations as to which the notice and other requirements specified in Section 6.02(i) shall have been satisfied).

(q) The Accounts. The Borrower has neither pledged nor assigned, nor entered into a control agreement with respect to either Account, other than in accordance with the terms of this Agreement and the Account Control Agreement. Each Account is a “deposit account” or “securities account”, in each case under and as defined in the relevant UCC.

(r) Tax Status. The Borrower has not elected and will not elect to be treated as a corporation, nor, to its knowledge, has it engaged in any transaction which could result in it becoming treated as a corporation, for United States federal income tax purposes.

(s) Tradenames and Place of Business. (i) The Borrower has no trade names, fictitious names, assumed names or “doing business as” names or other names under which it has done or is doing business and (ii) the principal place of business and chief executive office of the Borrower are located at the address of the Borrower set forth below its name on the signature pages of this Agreement and has been so for the last four months.

(t) Second Tier Purchase Agreement. The Second Tier Purchase Agreement is the only agreement pursuant to which the Borrower purchased the Receivables and the related Contracts.

(u) Value Given. In consideration for the transfer to the Borrower of the Receivables and the related Collateral under the Second Tier Purchase Agreement, the Borrower shall have paid Regional Management an amount equal to the fair market value of the Receivables, and no such transfer shall have been made for or on account of an antecedent debt owed by Regional Management to the Borrower and no such transfer is or may be voidable or subject to avoidance under any Insolvency Law.

(v) Accounting. The Borrower accounts for the transfers to it from Regional Management of the Receivables and related Collateral under the Second Tier Purchase Agreement as true sales/true contributions of such Receivables and related Collateral in its books, records and financial statements, in each case consistent with GAAP and with the requirements set forth herein.

(w) Special Purpose Entity. The Borrower is in compliance with Section 6.02(q).

(x) Confirmation from Regional Management. The Borrower has received in writing from Regional Management confirmation that, so long as the Borrower is not “insolvent” within the meaning of the Bankruptcy Code, Regional Management will not cause the Borrower to file a voluntary petition under the Bankruptcy Code or any other Insolvency Laws. Each of the Borrower and Regional Management is aware that in light of the circumstances described in the preceding sentence and other relevant facts, the filing of a voluntary petition under the Bankruptcy Code for the purpose of making any Receivable or any other assets of the Borrower available to satisfy claims of the creditors of Regional Management would not result in making such assets available to satisfy such

creditors under the Bankruptcy Code.

(y) Investment Company Act. The Borrower (i) is not a “covered fund” as defined in the Volcker Rule and (ii) is not an “investment company” within the meaning of the Investment Company Act. The Borrower relies on an exclusion from the definition of “investment company” under the Investment Company Act contained in Section 3(c)(4) of the Investment Company Act, although there may be additional exclusions or exemptions available.

(z) ERISA. No ERISA Event has occurred or is reasonably expected to occur. None of the assets of the Borrower constitute Plan Assets of any Benefit Plan.

(aa) Accuracy of Representations and Warranties. Each representation or warranty by the Borrower contained herein, in any other Borrower Basic Document or in any certificate or other document furnished by the Borrower pursuant hereto or thereto or in connection herewith or therewith is true and correct in all material respects.

(bb) Representations and Warranties in Second Tier Purchase Agreement. The representations and warranties made by Regional Management to the Borrower in the Second Tier Purchase Agreement are hereby remade by the Borrower on each date to which they speak in the Second Tier Purchase Agreement, as if such representations and warranties were set forth herein. For purposes of this Section, such representations and warranties are incorporated herein by reference as if made by the Borrower to each of the Secured Parties under the terms hereof mutatis mutandis.

(cc) Anti-Money Laundering Laws; Anti-Corruption Laws; Sanctions. None of Borrower nor any of its Affiliates (i) is in violation of any Sanctions, (ii) is a Sanctioned Target, (iii) is controlled by or is acting on behalf of a Sanctioned Target, or (iv) to the best knowledge of Borrower after due inquiry, is under investigation for an alleged breach of Sanctions by a governmental authority that enforces Sanctions. The proceeds of any Loan have not been and will not be used, directly or indirectly, in violation of applicable Sanctions, to fund any operations in, finance any investments or activities in or make any payments to a Sanctioned Target or otherwise in violation of Sanctions, Anti-Corruptions Laws or Anti-Money Laundering Laws. The operations of Borrower are, and have been, conducted at all times in compliance with all applicable Anti-Money Laundering Laws and Anti-Corruption Laws. No litigation, regulatory or administrative proceedings of or before any court, tribunal or agency with respect to any Anti-Money Laundering Laws or Anti-Corruption Laws have been initiated or (to the best of its knowledge and belief) threatened against each of Borrower or any Affiliates of Borrower.

(dd) Money Services Business. The Borrower is not, nor is required to be registered as, nor will it at any time during the term of this Agreement be, or be required to be registered as, a “Money Services Business” within the meaning of the FinCEN rules at 31 C.F.R. 1010.100(ff).

(ee) Disclosure. The Borrower has disclosed to the Administrative Agent and

the Lenders all agreements, instruments and corporate or other restrictions to which it is subject, and all other matters known to it, that, individually or in the aggregate, could reasonably be expected to result in a Material Adverse Effect. None of the written reports, financial statements, certificates or other written information (other than general market or economic data) furnished by or on behalf of Borrower to the Administrative Agent or any Lender in connection with the negotiation of this Agreement or delivered hereunder (as modified or supplemented by other information so furnished), contains any material misstatement of fact or omits to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that, with respect to projected financial information, it represents only that such information was prepared in good faith based upon assumptions believed to be reasonable at the time (it being understood that forecasts and projections are subject to contingencies and no assurances can be given that any forecast or projection will be realized).

(ff) Eligibility of Receivables.

(i) As of the initial Funding Date, (A) Schedule C and the information contained in the Funding Request delivered pursuant to Section 2.01 is an accurate and complete listing in all material respects of the Receivables constituting a portion of the Collateral as of the date of the Initial Loan and the information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (B) each such Receivable is an Eligible Receivable, (C) each such Receivable is free and clear of any Lien of any Person (other than Permitted Liens) and in compliance, in all material respects, with all Applicable Laws and (D) with respect to each such Receivable, all material consents, licenses, approvals or authorizations of or registrations or declarations with any Governmental Authority required to be obtained, effected or given by the Borrower or Originator in connection with the origination, purchase and pledge of such Receivable and the related Collateral to the Administrative Agent have been duly obtained, effected or given and are in full force and effect; and

(ii) As of each Funding Date other than the Funding Date on which the Initial Loan is made, the Borrower shall be deemed to represent and warrant that (A) Schedule C and the information contained in the related Funding Request is an accurate and complete listing in all material respects of the Receivables (including the Subsequent Receivables being transferred on such Funding Date) constituting a portion of the Collateral as of the date of the Subsequent Loan and the information contained therein with respect to the identity of such Receivables and the amounts owing thereunder is true and correct in all material respects as of the related Cutoff Date, (B) each Subsequent Receivable referenced on the related Funding Request is an Eligible Receivable, (C) each such Subsequent Receivable is free and clear of any Lien of any Person (other than Permitted Liens) and is in compliance in all material respects with all Applicable Laws and (D) with respect to each such Subsequent Receivable, all material consents, licenses, approvals, authorizations, registrations or declarations with any Governmental Authority

required to be obtained, effected or given by the Borrower or Originator in connection with the origination, purchase and pledge of such Subsequent Receivable and the related Collateral have been duly obtained, effected or given and are in full force and effect.

(gg) Security Interest. This Agreement constitutes a grant of a security interest in all Collateral to the Administrative Agent which upon the filing of financing statements in the applicable jurisdictions, delivery of possessory Collateral and execution of the Account Control Agreement shall be a first priority perfected security interest in all Collateral, subject only to Permitted Liens. Until the Facility Termination Date, neither the Borrower nor any Person claiming through or under the Borrower shall have any claim to or interest in any Account Collateral; provided, if this Agreement constitutes the grant of a security interest in such property, except for the interest of the Borrower in such property. The representations and warranties contained in Schedule F are true and correct in all material respects.

(hh) Bank Originator. On or after the satisfaction of the Bank Originator Condition, to its knowledge, the Bank Originator shall have the requisite experience to originate and sell the Receivables in connection with the Bank Originator Program Documents and is in material compliance with all Applicable Laws.

Section 5.02. Representations and Warranties of the Servicer

. The Servicer represents and warrants, as of the Closing Date and as of each Funding Date, as follows:

(a) Organization and Good Standing. The Servicer and each Subservicer has been duly organized and is validly existing as a corporation or limited liability company, as applicable, in good standing under the laws of the State of its incorporation or formation, as applicable, with all requisite corporate power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to enter into and perform its obligations pursuant to this Agreement and the Servicer had at all relevant times, and now has all requisite corporate power and authority to acquire, own, sell and service the Receivables and the other Collateral.

(b) Due Qualification. Each of the Servicer and each Subservicer is duly qualified to do business and is in good standing as a corporation or limited liability company, as applicable, and has obtained all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property and or the conduct of its business, including the origination and servicing of the Receivables, requires such qualification, licenses or approvals, except where the failure to so qualify could not reasonably be expected to result in a Material Adverse Effect.

(c) Power and Authority; Due Authorization. The Servicer (i) has all necessary power, authority and legal right to (A) execute and deliver the Servicer Basic Documents and (B) carry out the terms of the Servicer Basic Documents and (ii) has duly authorized by all necessary corporate action the execution, delivery and performance of

the Servicer Basic Documents.

(d) Binding Obligation. Each Servicer Basic Document constitutes a legal, valid and binding obligation of the Servicer enforceable against the Servicer in accordance with its respective terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(e) No Violation. The execution and delivery of the Servicer Basic Documents, the consummation of the transactions contemplated the Servicer Basic Documents and the fulfillment of the terms hereof and thereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, the Servicer's certificate of incorporation, bylaws or any Contractual Obligation of the Servicer, (ii) result in the creation or imposition of any Lien upon any of the Servicer's properties pursuant to the terms of any such certificate of incorporation, bylaws or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law.

(f) No Proceedings. There is no litigation, proceeding or investigation pending or, to the best knowledge of the Servicer, threatened against the Servicer, before any Governmental Authority (i) asserting the invalidity of any Servicer Basic Document, (ii) seeking to prevent the consummation of any of the transactions contemplated by any Servicer Basic Document, (iii) challenging the enforceability of a material portion of the Receivables or (iv) seeking any determination or ruling that could reasonably be expected to have Material Adverse Effect.

(g) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by the Servicer of the Servicer Basic Documents have been obtained.

(h) Solvency. The transactions contemplated by the Basic Documents do not and will not render the Servicer not Solvent.

(i) Taxes. The Servicer has filed or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it and all such returns are correct in all material respects. The Servicer has paid or made adequate provisions for the payment of all Taxes shown on such tax returns and all material assessments made against it or any of its property (other than (a) any amount of Tax the validity of which is currently being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Servicer, or (b) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect).

(j) Reports Accurate. All Monthly Reports, information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Servicer or any Subservicer to any Agent, any Secured Party, the Backup Servicer or the

Securities Intermediary in connection with this Agreement are accurate, true and correct in all material respects as of the date specified therein or the date so furnished (as applicable).

(k) Servicer's Performance. The Servicer has the knowledge, the experience and the systems, financial and operational capacity available to timely perform each of its obligations hereunder.

(l) Compliance with the Collection Policy. The Servicer and each Subservicer has, with respect to the Receivables, complied in all material respects with the Collection Policy.

(m) The Accounts. The Servicer has neither pledged nor assigned, nor entered into a control agreement with respect to, either Account or amounts on deposit therein with or to any other Person except the Administrative Agent and/or the Secured Parties with respect to the Account Control Agreement. Each Account is a "deposit account" or "securities account", in each case under and as defined in the relevant UCC.

(n) Representations and Warranties in the Second Tier Purchase Agreement. The representations and warranties made by Regional Management in the Second Tier Purchase Agreement are hereby remade by Regional Management on each date to which they speak in the Second Tier Purchase Agreement, as if such representations and warranties were set forth herein. For purposes of this subsection, such representations and warranties are incorporated herein by reference as if made by Regional Management to the Administrative Agent and to each of the Secured Parties under the terms hereof mutatis mutandis.

(o) Anti-Corruption Laws and Sanctions. The Servicer has implemented and maintains in effect policies and procedures designed to ensure compliance by the Servicer and its Subsidiaries, directors, officers and employees with Anti-Corruption Laws and applicable Sanctions, and the Servicer, its Subsidiaries and their respective officers and employees and to the knowledge of the Servicer, their directors and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects. None of (i) the Servicer, any Subsidiary or to the knowledge of the Servicer any of their respective directors, officers or employees, or (ii) to the knowledge of the Servicer, any of their respective agents or any Subsidiary that will act in any capacity in connection with or benefit from the facility established hereby, is a Sanctioned Target. No advance, use of proceeds or other transaction contemplated by this Agreement will violate Anti-Corruption Laws or applicable Sanctions.

(p) Money Services Business. The Servicer is not, nor is required to be registered as, nor will it at any time during the term of this Agreement be, or be required to be registered as, a "Money Services Business" within the meaning of the FinCEN rules at 31 C.F.R. 1010.100(ff).

(q) Electronic Contract. With respect to each Electronic Contract (or electronically authenticated original record of the executed Contract with respect to

Electronic Contracts that do not constitute Electronic Chattel Paper), the Servicer represents that the Administrative Agent holds the Authoritative Copy of such Electronic Contract (or holds the electronically authenticated original record of the executed Contract with respect to Electronic Contracts that do not constitute Electronic Chattel Paper) in the Electronic Vault as pledgee of the Borrower or the Trust, as applicable, for the benefit of the Secured Parties.

Section 5.03. Representations and Warranties of the Backup Servicer

. The Backup Servicer represents and warrants as of the Closing Date:

(a) Organization and Good Standing. It has been duly organized, and is validly existing as a national banking association under the laws of the United States, with all requisite power and authority to own or lease its properties and to conduct its business as such business is presently conducted and to execute, deliver and perform its obligations under the Basic Documents to which it is a party.

(b) Power and Authority; Due Authorization. It (i) has all necessary power and authority to execute, deliver and carry out the terms of the Basic Documents to which it is a party and (ii) has duly authorized by all necessary action on its part the execution, delivery and performance of such Basic Documents.

(c) Binding Obligation. Each of the Basic Documents to which it is a party constitutes a legal, valid and binding obligation of it, enforceable against it in accordance with its terms, except as such enforceability may be limited by Insolvency Laws and except as such enforceability may be limited by general principles of equity (whether considered in a suit at law or in equity).

(d) No Violation. The consummation of the transactions contemplated by this Agreement and the fulfillment of the terms hereof will not (i) conflict with, result in any breach of any of the terms and provisions of, or constitute (with or without notice or lapse of time or both) a default under, its organizational documents or any of its Contractual Obligations, (ii) result in the creation or imposition of any Lien upon any of its properties pursuant to the terms of any such organizational documents or Contractual Obligation, other than this Agreement, or (iii) violate any Applicable Law, to the extent applicable to Computershare.

(e) No Proceedings. There is no litigation, proceeding or investigation pending or, to its knowledge, threatened against it, before any Governmental Authority (i) asserting the invalidity of this Agreement, (ii) seeking to prevent the consummation of any of the transactions contemplated by this Agreement or (iii) seeking any determination or ruling that could reasonably be expected to have a Material Adverse Effect (solely with respect to part (iv) of the definition thereof).

(f) All Consents Required. All approvals, authorizations, consents, orders or other actions of any Person or of any Governmental Authority (if any) required for the due execution, delivery and performance by it of this Agreement have been obtained.

Section 5.04.Repurchase of Certain Receivables.

(a) Upon obtaining actual knowledge of a breach of any representation or warranty contained in Section 5.01(ff) hereof by the Borrower with respect to a Receivable at the time such representation or warranty was made, the Borrower and the Servicer shall disclose the identity of the affected Receivables on the next Monthly Report relating to the Collection Period in which such breach was discovered. Unless waived by the Required Lenders, the Borrower shall cause Regional Management to (A) cure such breach in all material respects, such that the representations and warranties contained in Section 5.01(ff) are true and correct with respect to each affected Receivable, (B) reacquire each affected Receivable for the related Release Price, as provided in the Second Tier Purchase Agreement or (C) substitute a Substitute Receivable for such affected Receivable, in each case, by the Payment Date relating to the Collection Period in which the Servicer obtained actual knowledge of the underlying breach with respect to each affected Receivable, and (ii) in the event that Regional Management has not cured a breach of any representation or warranty contained in Section 5.01(ff) hereof by the Payment Date relating to the Collection Period in which the Servicer obtained actual knowledge of such breach, Regional Management shall reacquire or substitute each such affected Receivable by such date. The Administrative Agent shall be deemed, upon receipt of the Release Price into the Collection Account or upon receipt of a Substitute Receivable in respect of any affected Receivable repurchased or substituted by the Borrower in accordance with the terms hereof, as applicable, to convey to the Borrower, without recourse, representation or warranty, all of its right, title and interest in each such affected Receivable. In any of the foregoing instances, the Borrower shall accept the release of each such affected Receivable from the Administrative Agent, and the aggregate Eligible Receivables Principal Balance shall be reduced by the Principal Balance (as of the end of the most recent Collection Period) of each such affected Receivable and, if applicable, increased by the Principal Balance of each such Substitute Receivable. On and after the date of release, any affected Receivable so released shall not be included in the Collateral and, as applicable, the related Substitute Receivable shall be included in the Collateral. In consideration of a release, the Borrower shall, on the date of release of such affected Receivable, make or cause to be made a deposit of the Release Price to the Collection Account in immediately available funds and/or via an ACH transaction. Upon each release to the Borrower of such an affected Receivable, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Receivable and all future monies due or to become due with respect thereto, all proceeds of such Receivable and Liquidation Proceeds relating thereto, all rights to security for any such Receivable, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Release Price). In connection with the addition of any Substitute Receivable to the Collateral in accordance with the terms of this Section 5.04, the Borrower shall be deemed to have represented, as of the related date of substitution, that such Substitute Receivable is an Eligible Receivable. The Administrative Agent shall, at the sole expense of the Servicer, execute such documents and instruments of release as may be prepared by the Servicer on behalf of the Borrower and take other such actions as shall reasonably be requested by the Borrower to effect the release of such a Receivable removed from the Collateral pursuant to this subsection. The Borrower shall deliver to the Administrative Agent and each Agent an updated Schedule of Receivables in connection with any such repurchase or substitution hereunder, in accordance with the terms of Section 3.03(c).

(b) [Reserved].

(c) The Administrative Agent shall have the right to enforce all rights of the Borrower under the Second Tier Purchase Agreement including the right to require Regional Management to repurchase Receivables for breaches of representations and warranties made by Regional Management.

(d) In the event that the Servicer breaches a servicing covenant pursuant to Section 7.03(c)(i), no later than the earlier of (i) knowledge by the Servicer of such event or (ii) receipt by the Servicer from the Administrative Agent, any Lender or the Borrower of written notice thereof, the Servicer shall (A) disclose the identity of each Receivable that is adversely affected in any material respect by such breach on the next Monthly Report relating to the Collection Period in which such Receivable was determined adversely affected by such breach and (B) on or before the next Payment Date relating to the Collection Period in which such Receivable was determined adversely affected by such breach, to the extent such breach has not been cured or waived, make a deposit of the Release Price for each such adversely affected Receivable into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Receivable(s), in each case as described in Section 5.04(a).

(e) In the event that the Servicer identifies an unaffiliated third party to purchase a Defaulted Receivable (other than, for the avoidance of doubt, any Receivable required to be repurchased pursuant to Sections 5.04(a), and (d)), the Servicer shall make a deposit of the Defaulted Receivable Release Price for such Defaulted Receivable into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Defaulted Receivable as described in Section 5.04(a) so that the Servicer, on its own behalf, can then sell such Defaulted Receivable to the unaffiliated third party purchaser. Upon the release to the Borrower of such Defaulted Receivable, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Defaulted Receivable and all future monies due or to become due with respect thereto, all proceeds of such Defaulted Receivable and Liquidation Proceeds relating thereto, all rights to security for any such Defaulted Receivable, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Defaulted Receivable Release Price).

(f) Upon written notice (which may be electronic) to the Administrative Agent of a Nonperforming Loan Sale, the Servicer may identify an unaffiliated third party to purchase the Nonperforming Loan Sale Receivables and the Servicer shall make a deposit of the Nonperforming Loan Sale Release Price for such Nonperforming Loan Sale Receivables into the Collection Account in immediately available funds, and the Borrower shall accept the release of such Nonperforming Loan Sale Receivables as described in Section 5.04(a) so that the Servicer, on its own behalf, can sell the Nonperforming Loan Sale Receivables. Upon the release to the Borrower of such Nonperforming Loan Sale Receivables, the Administrative Agent shall automatically and without further action be deemed to transfer, assign and set-over to the Borrower, without recourse, representation or warranty, all the right, title and interest of the Administrative Agent in, to and under such Nonperforming Loan Sale Receivables and all future monies due or to become due with respect thereto, all proceeds of such Nonperforming Loan Sale Receivables and Liquidation Proceeds relating thereto, all rights to security for any such

Nonperforming Loan Sale Receivables, and all proceeds and products of the foregoing (other than, for the avoidance of doubt, the Nonperforming Loan Sale Release Price).

(g) The Borrower or the Servicer, as applicable, shall provide written notice to the Administrative Agent, each Lender, the Backup Servicer and each Hedge Counterparty on the Monthly Report of any release of Receivables pursuant to Sections 5.04(a) and (d).

(h) For the avoidance of doubt, and notwithstanding anything to the contrary contained herein, the Servicer's repurchase and/or reallocation obligations with respect to the North Carolina Receivables arising under this Section 5.04 shall be effected pursuant to, and in accordance with, the 2023-1B SUBI Servicing Agreement.

ARTICLE 6

COVENANTS

Section 6.01 Affirmative Covenants of the Borrower

. From the Closing Date until the Facility Termination Date:

(a) Compliance with Laws. The Borrower will comply in all material respects with all Applicable Laws, including those with respect to the Receivables.

(b) Preservation of Existence. The Borrower will preserve and maintain its existence, rights, franchises and privileges in the State of Delaware, and qualify and remain qualified in good standing as a foreign limited liability company in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.

(c) Performance and Compliance with Agreements. The Borrower will, at its expense, timely and fully perform and comply (or cause (i) Regional Management to perform and comply pursuant to this Agreement and other Basic Documents to which Regional Management is a party or (ii) each Originator (other than the Bank Originator) to perform and comply pursuant to the First Tier Master Purchase Agreement) with all provisions, covenants and other promises required to be observed by it under the Basic Documents and the Contracts.

(d) Keeping of Records and Books of Account. The Borrower will (or will direct the Servicer on behalf of the Borrower to) maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables.

(e) Borrower Assets. With respect to each Receivable and the 2023-1B SUBI Certificate, the Borrower will: (i) acquire such Receivable and the 2023-1B SUBI Certificate pursuant to and in accordance with the terms of the Second Tier Purchase Agreement, (ii) take all action necessary to perfect, protect and more fully evidence the Borrower's ownership of such Receivable and the 2023-1B SUBI Certificate, including (A) filing and maintaining effective financing statements (Form UCC-1) listing Regional Management as debtor in all necessary or appropriate filing offices (and will cause Regional Management to obtain similar financing statements from each Originator from which it acquired the Receivables), and filing continuation statements, amendments or assignments with respect thereto in such filing offices, (B) registering the 2023-1B SUBI Certificate in the name of the Borrower and delivering the 2023-1B SUBI Certificate to the Administrative Agent, endorsed in blank, and (C) executing or causing to be executed such other instruments or notices as may be necessary or appropriate and (iii) take all additional action that the Administrative Agent or any Lender may reasonably request,

including the filing of financing statements (Form UCC-1) listing the Administrative Agent as secured party to perfect, protect and more fully evidence the respective interests of the parties to this Agreement in the Collateral on the Closing Date.

(f) Delivery of Collections. The Borrower will deliver or cause to be delivered to the Servicer for further remittance to the Collection Account promptly (but in no event later than one (1) Business Day after receipt) all Collections received by it.

(g) Separate Existence. The Borrower shall be in compliance with the special purpose entity requirements set forth in Section 6.02(q).

(h) Credit Policy and Collection Policy. The Borrower will cause the Servicer to (i) with respect to each Receivable, comply in all material respects with the Credit Policy and the Collection Policy, as applicable, throughout the life of such Receivable, (ii) furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any change to the Credit Policy or the Collection Policy that may be deemed adverse or material to a Secured Party, and with respect to any adverse change, the Borrower will not allow such change to be put into effect without the prior written consent of the Administrative Agent acting at the direction of the Required Lenders (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof); provided, that the requirements of this subclause (ii) shall not apply to any changes to the Credit Policy and the Collection Policy made that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore; and (iii) if the Servicer is Regional Management, furnish to the Administrative Agent and the Lenders revised versions of the Credit Policy and the Collection Policy, as applicable.

(i) Events of Default and Facility Amortization Event. The Borrower will provide the Administrative Agent, each Lender and the Backup Servicer with written notice promptly and in any event within three (3) Business Days after a Responsible Officer of the Borrower obtains knowledge of the occurrence of an Event of Default, Unmatured Event of Default or Facility Amortization Event setting forth, in each case, the details of such event and the action that the Borrower proposes to take with respect thereto.

(j) Taxes. The Borrower will file or caused to be filed all federal tax returns and all other material tax returns that are required to be filed by it. The Borrower will pay when due, cause to be paid when due, or make adequate and timely provisions for the payment when due of all federal Taxes and all other material Taxes and assessments made against it or any of its property (other than (a) any amount of Tax the validity of which the Borrower may contest in good faith by appropriate proceedings, including appeals, and with respect to which the Borrower retains reserves in accordance with GAAP on the books of the Borrower or (b) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect).

(k) Tax Status. The Borrower shall at all times be a disregarded entity for federal income tax purposes that is wholly owned by a U.S. Person. The Borrower will

not elect to be treated as a corporation or enter into any transaction which could reasonably be expected to result in it becoming taxable as a corporation, for U.S. federal income tax purposes.

(l) Use of Proceeds. The Borrower will use the proceeds of the Loans only to acquire the Receivables and the 2023-1B SUBI Certificate from Regional Management pursuant to the Second Tier Purchase Agreement, and Regional Management will use the ultimate proceeds of the Loans only (i) to finance the acquisition of Receivables and the 2023-1B SUBI Certificate and (ii) to fund the fees and expenses arising under this Agreement and the other Basic Documents. No part of the proceeds of the Loans will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X.

(m) Reporting. The Borrower will maintain for itself, or cause to be maintained, a system of accounting established and administered in accordance with GAAP and furnish or cause to be furnished to the Administrative Agent, each Lender and each Hedge Counterparty, if any, and, in the case of Monthly Reports, Monthly Loan Tapes and notices of material events, each Lender, the Securities Intermediary and the Backup Servicer:

(i) Monthly Reports and Monthly Loan Tapes. Not later than each Reporting Date, a Monthly Report, a Monthly Loan Tape and such other information as reasonably requested by the Administrative Agent or a Lender.

(ii) Income Tax Liability. Within ten Business Days after the receipt of revenue agent reports or other written proposals, determinations or assessments of the IRS or any other taxing authority which propose, determine or otherwise set forth positive adjustments to the Tax liability of any “affiliated group” (within the meaning of Section 1504(a)(1) of the Code) which equal or exceed \$1,000,000 in the aggregate, telephonic or telecopied notice (confirmed in writing within five (5) Business Days) specifying the nature of the items giving rise to such adjustments and the amounts thereof.

(iii) Tax Returns. Upon demand by the Administrative Agent or a Lender, copies of all federal, State and local Tax returns and reports filed by the Borrower, or in which the Borrower was included on a consolidated or combined basis (excluding sales, use and like taxes).

(iv) Auditors’ Management Letters. Promptly after any auditors’ management letters are received by the Borrower or by its accountants, which refer in whole or in part to any inadequacy, defect, problem, qualification or other lack of fully satisfactory accounting controls utilized by the Borrower.

(v) Representations. Promptly upon receiving knowledge of same, the Borrower shall notify the Administrative Agent and each Lender if any representation or warranty set forth in Section 5.01 or 5.02 was incorrect at the time it was given or deemed to have been given and at the same time deliver to

the Administrative Agent and each Lender a written notice setting forth in reasonable detail the nature of such facts and circumstances. In particular, but without limiting the foregoing, the Borrower shall notify the Administrative Agent and each Lender in the manner set forth in the preceding sentence before any Funding Date of any facts or circumstances within the knowledge of the Borrower which would render any of such representations and warranties untrue at the date when they were made or deemed to have been made.

(vi) ERISA. Promptly after a Responsible Officer becomes aware of the occurrence of or forthcoming occurrence of any ERISA Event (with respect to the Borrower (or any ERISA Affiliate thereof and for which the Borrower would have liability), a written notice specifying the nature thereof, what action the Borrower or any of its ERISA Affiliates have taken, are taking or propose to take with respect thereto and, when known, any action taken or threatened by the Internal Revenue Service, the Department of Labor or the PBGC with respect thereto.

(vii) Proceedings. As soon as possible and in any event within three (3) Business Days after a Responsible Officer of the Borrower receives notice or obtains knowledge thereof, any settlement of, material judgment (including a material judgment with respect to the liability phase of a bifurcated trial) in or commencement of any labor controversy (of a material nature), material litigation, material action, material suit or material proceeding before any Governmental Authority, domestic or foreign, affecting the Regional Management Entities or their Affiliates.

(viii) Notice of Material Events. Promptly upon becoming aware thereof, notice of any other event or circumstance with respect to the Borrower that, in the reasonable judgment of the Borrower, is likely to have a Material Adverse Effect.

(n) Accounting Policy. The Borrower will promptly notify the Administrative Agent and each Lender of any material change in the Borrower's accounting policies that are not otherwise required by GAAP.

(o) Notices Regarding Collateral. The Borrower will advise the Administrative Agent and each Lender in writing promptly, in reasonable detail, of (i) any Lien (other than Permitted Liens) asserted or claim made against a material portion of the Collateral, (ii) the occurrence of a material breach by the Borrower of any of its representations, warranties or covenants contained herein and (iii) the occurrence of any other event which would have a material adverse effect on the security interest of the Administrative Agent on behalf of the Secured Parties in the Collateral or the collectability of all or a material portion of the Receivables or which would have a material adverse effect on the security interests of the Administrative Agent for the benefit of the Secured Parties.

(p) Reports Accurate. All Monthly Reports, Monthly Loan Tapes and static

pool information (if prepared by the Borrower, or to the extent that information contained therein is supplied by the Borrower, such portion supplied by the Borrower), information, exhibits, financial statements, documents, books, records or reports furnished or to be furnished by the Borrower to any Agent, any Secured Party and the Backup Servicer in connection with this Agreement will be true, complete and correct in all material respects.

(q) Further Assurances. Promptly upon request by the Administrative Agent, or any Lender, the Borrower will (i) correct any material defect or error that may be discovered in any Basic Document other than a Hedging Agreement or in the execution, acknowledgment, filing or recordation thereof, and with respect to a Hedging Agreement request the relevant Hedge Counterparty to amend the Hedging Agreement to correct any material defect or error that may be discovered therein or in the execution, acknowledgment, filing or recordation thereof, and (ii) do, execute, acknowledge, deliver, record, re-record, file, re-file, register and register any and all such further acts, deeds, certificates, assurances and other instruments as the Administrative Agent or any Lender may reasonably require from time to time in order to (A) carry out more effectively the purposes of the Basic Documents, (B) to the fullest extent permitted by Applicable Law, subject the Borrower's properties, assets, rights or interests to the Liens now or hereafter intended to be covered by any of the Basic Documents, (C) perfect and maintain the validity, effectiveness and priority of any of the Basic Documents and any of the Liens intended to be created hereunder and thereunder and (D) assure, convey, grant, assign, transfer, preserve, protect and confirm more effectively unto the Secured Parties the rights granted or now or hereafter intended to be granted to the Secured Parties under any Basic Document or under any other instrument executed in connection with any Borrower Basic Document.

(r) Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(i) The proceeds of any Loan shall not be used, directly or indirectly, for any purpose which would breach any applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(ii) The Borrower shall (i) conduct its business in compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions; and (ii) maintain policies and procedures designed to promote and achieve compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(iii) The proceeds of any Loan hereunder will not, directly or indirectly, be used to lend, contribute, or otherwise made available to any Person (i) to fund any activities or business of or with a Sanctioned Target, in violation of applicable Sanctions, or (ii) be used in any manner that would be prohibited by Sanctions or would otherwise cause Lenders to be in breach of any Sanctions. Borrower shall comply with all applicable Sanctions, and shall maintain policies and procedures reasonably designed to ensure compliance with Sanctions. Borrower shall notify the Lenders in writing not more than five (5) Business Days after becoming aware

of any breach of Section 5.01(cc) and 6.01 (r).

(iv) The Borrower shall, promptly upon a Lender's reasonable request, deliver documentation in form and substance satisfactory to Lenders which Lenders deem reasonably necessary or desirable to evidence compliance with applicable Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions.

(v) The Borrower or one of its Affiliates will maintain in effect and enforce policies and procedures designed to ensure compliance by the Borrower and its directors, officers and employees with Anti-Corruption Laws.

(s) Other. The Borrower will furnish to the Administrative Agent and each Lender promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower or Regional Management as the Administrative Agent or a Lender may from time to time reasonably request in order to protect the interests of the Secured Parties under or as contemplated by this Agreement.

(t) Bank Originator Program Documents. The Borrower shall promptly notify the Administrative Agent and the Lenders in writing of the occurrence of any of the following (i) any amendment to any Bank Originator Program Document (to the extent such amendment did not require Administrative Agent approval pursuant to Section 6.05(f) hereof), (ii) the retention by the Servicer or a Bank Originator pursuant to any Bank Originator Program Document of any contractor or service provider to perform subservicing of the Receivables originated by such Bank Originator under such Bank Originator Program Documents, (iii) the breach of any material representation, warranty or covenant under any Bank Originator Program Document, together with a description of such breach, and (iv) the receipt or delivery of a termination notice with respect to the Bank Originator Program or any Bank Originator Program Document, immediately upon such receipt or delivery.

Section 6.02. Negative Covenants of the Borrower

. From the Closing Date until the Facility Termination Date:

(a) Indebtedness. The Borrower will not create, incur, assume or permit to exist any Indebtedness except Indebtedness pursuant to this Agreement or the other Basic Documents.

(b) Liens. The Borrower will not create, incur, assume or permit to exist any Lien on any of its property, except for any Permitted Liens and Liens created under this Agreement or the other Basic Documents.

(c) Other Business. The Borrower will not (i) engage in any business other than the transactions contemplated by the Basic Documents, (ii) incur any Indebtedness, obligation, liability or contingent obligation of any kind other than pursuant to this Agreement or any other Basic Document (excluding any incidental expenses incurred by the Borrower in connection with the performance of its obligations under the Basic

Documents) or (iii) form any Subsidiary or make any Investments in any other Person.

(d) Receivables Not to be Evidenced by Instruments. The Borrower will take no action to cause any Receivable that is not, as of the related Funding Date, as applicable, evidenced by an Instrument, to be so evidenced except in connection with the enforcement or collection of such Receivable.

(e) Security Interests. The Borrower will not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on any portion of the Collateral, whether now existing or hereafter transferred hereunder, or any interest therein, and the Borrower will not sell, pledge, assign or suffer to exist any Lien on its interest, if any, hereunder. The Borrower will promptly notify the Administrative Agent and each Lender of the existence of any Lien on any portion of the Collateral and the Borrower shall defend the right, title and interest of the Administrative Agent in, to and under such Collateral, against all claims of third parties; provided, however, that nothing in this subsection shall prevent or be deemed to prohibit the Borrower from suffering to exist Permitted Liens upon any portion of the Collateral.

(f) The Accounts. The Borrower shall not create or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) and will not enter into any “control agreement” (as defined in the relevant UCC) with respect to either Account other than as set forth in, or permitted pursuant to, this Agreement and the Account Control Agreement.

(g) Mergers, Acquisitions, Sales, Etc.; Subsidiaries. The Borrower will not be a party to any merger or consolidation, or purchase or otherwise acquire all or substantially all of the assets or any stock or membership interests of any class of, or any partnership or joint venture interest in, any other Person, or, other than in compliance with the terms hereof, sell, transfer, convey or lease all or any substantial part of its assets, or sell or assign with or without recourse any portion of the Collateral or any interest therein (other than pursuant hereto). The Borrower shall not have or permit the formation of any Subsidiary.

(h) Distributions. The Borrower shall not declare or pay, directly or indirectly, any dividend or make any other distribution (whether in cash or other property) with respect to the profits, assets or capital of the Borrower or any Person’s interest therein, or purchase, redeem or otherwise acquire for value any of its capital stock now or hereafter outstanding, except that so long as no Event of Default, Unmatured Event of Default or Facility Amortization Event has occurred and is continuing or would result therefrom, the Borrower may declare and pay cash or limited liability company membership interest distributions with funds distributed to the Borrower pursuant to Section 2.08 or Section 2.11(c), subject to Applicable Law.

(i) Change of Name or Location of Receivable Files. The Borrower shall not (i) change its name, form or State of organization or change the location of its principal place of business and chief executive office, and the offices where it keeps the Records from the locations referred to in Schedule D or (ii) move, or consent to the Servicer

moving, the Receivable Files (other than any Electronic Contract, which shall be kept in the Electronic Vault) from the location thereof on the Closing Date (other than to another branch of Regional Management within the same State), without the prior written consent of the Required Lenders, provided that such consent may not be unreasonably withheld, and further provided that, the Borrower shall take all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent in the Collateral, subject only to Permitted Liens.

(j) True Sale. Except for purposes of GAAP, the Borrower will not account for or treat the transactions contemplated by the First Tier Master Purchase Agreement and any Bank Originator Transfer Agreement and the Second Tier Purchase Agreement in any manner other than as the sale, or absolute assignment, of the Receivables (or, in the case of Receivables originated by the Bank Originator, a participation interest in the Receivables) and other Collateral by the Originators to Regional Management (in the case of the First Tier Master Purchase Agreement and the Bank Originator Transfer Agreement) and by Regional Management to the Borrower (in the case of the Second Tier Purchase Agreement).

(k) ERISA Matters. The Borrower will not incur or permit to exist an ERISA Event.

(l) Formation Documents; Borrower Basic Documents. Without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), the Borrower will not (i) amend, modify, waive or terminate any provision of its Formation Documents or any other Borrower Basic Document or (ii) permit the Member to amend, modify or terminate its Certificate of Formation or its limited liability company agreement. The Servicer shall provide a copy of each such proposed amendment, waiver or other modification to each Rating Agency, if any.

(m) Changes in Payment Instructions. The Borrower will not add or make any change, or permit the Servicer or any Subservicer to make any change, in its instructions (i) to Obligors regarding payments in respect of the Receivables to be made to the Borrower, the Servicer or any Subservicer in which payments in respect of the Receivables are made and (ii) regarding payments to be made to the Administrative Agent or the Lenders with respect to the Collateral, each unless the Administrative Agent and the affected Lenders have consented to such change and has received duly executed copies of all documentation related thereto, which documentation shall be satisfactory in form and substance to the Administrative Agent and such Lenders; provided that the option to accept ACH payments or debit card payments from the related Obligors will not be deemed a change in payment instructions for purposes of this Section 6.02(m).

(n) Extension or Amendment. The Borrower will not, except as otherwise permitted in Section 7.03(c)(i), extend, amend or otherwise modify, or permit the Servicer to extend, amend or otherwise modify, the terms of any Contract.

(o) Collection Policy. Subject to Sections 6.01(h) and 6.04(j), the Borrower will not materially amend, modify, restate or replace, in whole or in part, the Collection

Policy, which change would impair the collectability of the Receivables or otherwise adversely affect the interests or the remedies of the Secured Parties under the Basic Documents, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof).

(p) No Assignments. The Borrower will not assign or delegate, grant any interest in or permit any Lien (other than Permitted Liens) to exist upon any of its rights, obligations or duties under this Agreement without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders).

(q) Special Purpose Entity. The Borrower will not (nor has it taken any such action in the past):

(i) engage in any business or activity other than the purchase and receipt of Receivables and the 2023-1B SUBI Certificate and related assets under the Second Tier Purchase Agreement, the pledge of Receivables and related assets under the Basic Documents and such other activities as are incidental thereto;

(ii) acquire or own any material assets other than (A) the Receivables and the 2023-1B SUBI Certificate and related assets under the Second Tier Purchase Agreement, (B) incidental property as may be necessary for the operation of the Borrower and (C) cash generated from the foregoing;

(iii) merge into or consolidate with any Person or dissolve, terminate or liquidate in whole or in part, transfer or otherwise dispose of all or substantially all of its assets or change its legal structure, without in each case first obtaining the Administrative Agent's consent (acting at the direction of the Required Lenders);

(iv) elect for the Borrower to be treated, or otherwise knowingly take any action that reasonably could cause Borrower to become taxable, as a corporation for U.S. federal income tax purposes;

(v) fail to preserve its existence as an entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization or formation, or without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), amend, modify, terminate, fail to comply with the provisions of its Formation Documents or fail to observe corporate formalities;

(vi) own any Subsidiary or make any Investment in any Person, or own any equity interest in any other entity, without the consent of the Administrative Agent (acting at the direction of the Required Lenders), except for the 2023-1B SUBI Certificate with respect to the Trust;

(vii) commingle its assets with the assets of any of its Affiliates, or of

any other Person, except to the extent contemplated by this Agreement;

(viii) incur any debt, secured or unsecured, direct or contingent (including guaranteeing any obligation), other than Indebtedness to the Secured Parties hereunder or under any other Basic Document or in conjunction with a repayment of the Aggregate Unpaid, except for trade payables in the ordinary course of its business, provided that such debt is not evidenced by a note and paid when due;

(ix) [Reserved];

(x) fail to maintain its records, books of account and bank accounts separate and apart from those of any other Person; provided, however, that the Borrower may be included in Regional Management's consolidated financial statements for Tax and reporting purposes;

(xi) seek its dissolution or winding up, in whole or in part;

(xii) enter into any contract or agreement with any of its principals or Affiliates or any other Person, except as contemplated by this Agreement upon terms and conditions that are commercially reasonable and intrinsically fair and substantially similar to those that would be available on an arm's-length basis with third parties other than its Affiliates;

(xiii) fail to correct any known misunderstandings regarding the separate identity of the Borrower from any principal or Affiliate thereof or from any other Person;

(xiv) guarantee, become obligated for, or hold itself out to be responsible for the debt of another Person;

(xv) make any loan or advances to any third party, including any principal or Affiliate, or hold evidence of Indebtedness issued by any other Person (other than Permitted Investments and Contracts);

(xvi) fail either to hold itself out to the public as a legal entity separate and distinct from any other Person or to conduct its business solely in its own name in order not (A) to mislead others as to the identity with which such other party is transacting business, or (B) to suggest that it is responsible for the debts of any third party (including any of its principals or Affiliates);

(xvii) fail to intend to maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations;

(xviii) file or consent to the filing of any petition, either voluntary or involuntary, to take advantage of any applicable Insolvency Laws or make an assignment for the benefit of creditors;

(xix)hold itself out as or be considered as a department or division of (A) any of its principals or Affiliates, (B) any Affiliate of a principal or (C) any other Person;

(xx)permit any transfer (whether in any one or more transactions) of a direct or indirect ownership interest in the Borrower unless the Borrower delivers to the Administrative Agent and each Lender an acceptable non-consolidation opinion;

(xxi)fail to maintain separate financial statements, showing its assets and liabilities separate and apart from those of any other Person, or have its assets listed on the financial statement of any other Person; provided, however, that the Borrower may be included in Regional Management's consolidated financial statements for Tax and reporting purposes;

(xxii)fail to pay its own liabilities and expenses only out of its own funds;

(xxiii)fail to pay or cause to be paid the salaries of its own employees, if applicable, in light of its contemplated business operations;

(xxiv)acquire obligations or securities of its Affiliates or stockholders;

(xxv)fail to allocate fairly and reasonably any overhead expenses that are shared with an Affiliate, including paying for office space and services performed by any employee of an Affiliate;

(xxvi)fail to use separate invoices and checks bearing its own name;

(xxvii)pledge its assets for the benefit of any other Person, other than with respect to payment of the Indebtedness to the Secured Parties hereunder;

(xxviii)fail at any time to have at least one Independent Manager on its board of managers; provided, however, such Independent Manager may be an independent director or manager of another special purpose entity affiliated with Regional Management;

(xxix)fail to provide that the unanimous consent of all managers of the Borrower (including the consent of the Independent Manager) is required for the Borrower to (A) dissolve or liquidate, in whole or part, or institute proceedings to be adjudicated bankrupt or not Solvent, (B) institute or consent to the institution of bankruptcy or Insolvency Proceedings against it, (C) file a petition seeking or consent to reorganization or relief under any Insolvency Law, (D) seek or consent to the appointment of a receiver, liquidator, assignee, trustee, sequestrator, custodian or any similar official for the Borrower, (E) make any assignment for the benefit of the Borrower's creditors, (F) admit in writing its inability to pay its debts generally as they become due or (G) take any action in furtherance of any of the foregoing, and shall not make any decisions on any such actions during any

period in which there is a vacancy in the Independent Manager position (except with respect to decisions as to the selection of an Independent Manager to fill such vacancy);

(xxx)replace or appoint any Person as an Independent Manager of the Borrower (A) who does not satisfy the definition of an Independent Manager and (B) with less than ten days' prior written notice to the Administrative Agent and each Lender and without an Officer's Certificate of Regional Management that the prospective Independent Manager satisfies the definition of an Independent Manager;

(xxxi)(A) amend, restate, supplement or otherwise modify its Formation Documents in any respect that would impair its ability to comply with the Basic Documents or (B) fail to require in its limited liability company agreement that no Independent Manager may be replaced or appointed with less than ten days' prior written notice to the Administrative Agent and each Lender and a certification by Regional Management that the prospective Independent Manager satisfies the definition of an Independent Manager; and

(xxxii)not take or refrain from taking, as applicable, each of the activities specified in the non-consolidation opinion of Alston & Bird, LLP, dated the Closing Date, upon which the conclusions expressed therein are based.

(r) Residual Interest Conveyance. The Borrower will not transfer any interest or residual interest in (i) its rights to receive amounts pursuant to Section 2.08(a)(xii) or (ii) its membership or other equity interests.

(s) Reserved.

(t) Additional Collateral. In no event shall Receivables be transferred to the Borrower on or after the Revolving Period Termination Date.

(u) Credit Policy. Subject to Section 6.01(h), the Borrower will not consent to Regional Management's amendment, modification, restatement or replacement, in whole or in part, of the Credit Policy, which change could adversely affect the interests or the remedies of the Secured Parties under the Basic Documents, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof); provided, that the requirements of this clause (u) shall not apply to any changes to the Credit Policy and the Collection Policy made within thirty (30) days of the First Amendment Effective Date that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore.

Section 6.03.Covenant of the Borrower Relating to Hedging.

(a) Unless otherwise directed in writing by the Administrative Agent (acting on behalf of the Lenders), the Borrower shall, within fifteen (15) Business Days of the

occurrence and continuation of an Interest Rate Hedge Trigger, enter into one or more Hedge Transactions to hedge the Interest Rate risk with respect to the Loans, which shall be interest rate caps in form and substance reasonably satisfactory (including the notional amount, term and amortization rate (if any) of such Hedge Transaction) to the Administrative Agent, acting on behalf of the Lenders; provided, that the interest rate caps shall be deemed to be in form and substance reasonably satisfactory to the Administrative Agent, acting on behalf of the Lenders, if the Administrative Agent has not provided written notice to the Borrower that the interest rate caps are not in form and substance reasonably satisfactory to the Administrative Agent, acting on behalf of the Lenders (notwithstanding the foregoing, the strike rate in reference to Term SOFR in no situation will exceed 5.40%), within ten (10) Business Days following written request for approval of the interest rate caps by the Borrower to the Administrative Agent. Each such Hedge Transaction shall be entered into with a Hedge Counterparty and governed by a Hedging Agreement. Under the Hedging Agreement, the initial aggregate notional amount of the Hedge Transaction shall equal at least 100.0% of the Loans Outstanding at that time. For so long as an Interest Rate Hedge Trigger is outstanding, the Borrower shall maintain Hedge Transactions in accordance with this Section 6.03 with an aggregate notional amount that is at least 100.0% of the Loans Outstanding at any such time.

The Borrower shall deliver to the Administrative Agent for the Administrative Agent to deliver to each Lender a copy of all documents related to any Hedging Agreement, including confirmations, schedules and an aggregate notional amortization schedule. The Borrower shall provide each Rating Agency (if any) with notice of any Hedging Agreement that may be entered into as provided in this Section.

(b) As additional security hereunder, the Borrower will collaterally assign to the Administrative Agent for the benefit of the Secured Parties, at the time each Hedging Agreement is entered into, all right, title and interest of the Borrower in the Hedge Collateral. The Borrower acknowledges that, as a result of that assignment, the Borrower may not, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), exercise any rights under any Hedging Agreement or Hedge Transaction, except for (i) the Borrower's right under any Hedging Agreement to enter into Hedge Transactions in order to meet the Borrower's obligations hereunder, (ii) the Borrower's right to unwind the Hedge Transactions and terminate any Hedging Agreement to the extent the aggregate notional amount of the Hedge Transactions exceed 100.0% of the Loans Outstanding at any such time, (iii) the Borrower's right to unwind the Hedge Transactions and terminate any Hedging Agreement to the extent an Interest Rate Hedge Trigger that has occurred is no longer continuing and (iv) the Borrower's right to terminate and replace the Hedging Agreement entered into with a Hedge Counterparty where a "Termination Event" or "Event of Default" has occurred with respect to the Hedge Counterparty. Nothing herein shall have the effect of releasing the Borrower from any of its obligations under any Hedging Agreement or any Hedge Transaction, nor be construed as requiring the consent of any Secured Party for the performance by the Borrower of any such obligations.

Section 6.04. Affirmative Covenants of the Servicer

. From the Closing Date until the Facility Termination Date:

- (a) Compliance with Laws. The Servicer will comply in all material respects with all Applicable Laws, including those with respect to the Contracts, the Receivables and the Receivable Files or any part thereof.
- (b) Preservation of Corporate Existence. The Servicer will preserve and maintain its corporate existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified in good standing as a foreign corporation in each jurisdiction where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or could reasonably be expected to have, a Material Adverse Effect.,
- (c) Obligations and Compliance with Receivables. The Servicer will fulfill and comply with all obligations on the part of the Borrower to be fulfilled or complied with under or in connection with each Receivable and will do nothing to impair the rights of the Administrative Agent in, to and under the Collateral.
- (d) Performance and Compliance with Servicer Basic Documents. The Servicer will timely and fully perform and comply with all provisions, covenants and other promises required to be observed by it under the Servicer Basic Documents.
- (e) Keeping of Records and Books of Account. The Servicer will maintain and implement administrative and operating procedures (including an ability to recreate records evidencing Receivables, including the Servicer Files, in the event of the destruction of the originals thereof), and keep and maintain all documents, books, records and other information reasonably necessary or advisable for the collection of all Receivables, including the Servicer Files.
- (f) Taxes. The Servicer will file all federal tax returns and all other material tax returns that are required to be filed by it and pay any and all Taxes shown on such tax returns and any other material Taxes, including those required to meet the obligations of the Basic Documents; provided, however, that the Servicer shall not be required to pay any such Tax if and so long as the amount, applicability or validity thereof (a) is being contested in good faith by appropriate proceedings and with respect to which reserves in accordance with GAAP have been provided on the books of the Servicer or (b) to the extent that the failure to do so could not reasonably be expected to have a Material Adverse Effect.
- (g) Use of Proceeds. Regional Management will use the monies remitted to it by the Borrower pursuant to the Second Tier Purchase Agreement (*i.e.*, the net proceeds of the Loan) only (i) to finance the acquisition of the Receivables and the 2023-1B SUBI Certificate, (ii) to fund the fees and expenses arising under this Agreement and the other Basic Documents and (iii) for general corporate purposes. No part of the proceeds of the Loan will be used, whether directly or indirectly, for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations T, U and X.

(h) Preservation of Security Interest. The Servicer will execute and file such financing and continuation statements and any other documents that may be required by any Applicable Law or regulation of any Governmental Authority to preserve and protect fully the security interest of the Administrative Agent in, to and under the Collateral.

(i) Collateral. The Servicer shall (i) deliver or cause to be delivered to the Borrower no later than two (2) Business Day preceding the related Funding Date, as the case may be, the current Schedule of Receivables and (ii) with respect to any Receivable, retain the original Receivable File (provided that Electronic Contracts shall be maintained in the Electronic Vault). Notwithstanding any other provision of this Agreement, the Servicer may release any underlying collateral from the security interest created by the related Receivable when the Servicer deposits into the Collection Account an amount equal to the related Release Price or the entire amount of Liquidation Proceeds and other Collections it has received or expects to receive with respect to such Receivable and such underlying collateral.

(j) Credit Policy and Collection Policy. The Servicer and each Subservicer will comply in all material respects with the Credit Policy and the Collection Policy in regard to each Receivable. The initial Servicer shall furnish to the Administrative Agent and each Lender, prior to its effective date, prompt notice of any change to the Credit Policy or the Collection Policy that may be deemed adverse or material to a Secured Party, and with respect to any adverse change, the initial Servicer will not allow any such change to be put into effect without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof). The initial Servicer will not agree to or otherwise permit to occur any change to the Credit Policy or the Collection Policy, which change would reasonably be expected to impair the collectability of any Receivable or otherwise adversely affect the interests or remedies of the Secured Parties under this Agreement or any other Basic Document, without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders) (and the Required Lenders shall use commercially reasonable efforts to respond to such consent request within five (5) Business Days of their receipt thereof). The initial Servicer will cause to be delivered to the Administrative Agent, each Lender and the Backup Servicer a modified Credit Policy and Collection Policy including each change thereto, for inclusion, respectively, as Exhibits D and E. Notwithstanding anything herein to the contrary, the requirements of this clause (j) shall not apply to any changes to the Credit Policy and the Collection Policy made within thirty (30) days of the First Amendment Effective Date that relate to the adoption of VantageScore and/or facilitate the transition from FICO® Score to VantageScore.

(k) Events of Default and Facility Amortization Event. The Servicer will furnish to the Administrative Agent, each Rating Agency (if any), the Backup Servicer, each Agent, each Lender and Hedge Counterparty, as soon as possible and in any event within three (3) Business Days after the occurrence of each Event of Default, Unmatured Event of Default and Facility Amortization Event, a written statement of its chief financial officer or chief accounting officer setting forth the details of such event and the

action that the Servicer proposes to take with respect thereto.

(l) Other. The Servicer will furnish or cause to be furnished to the Administrative Agent and each Lender, promptly, from time to time, such other information, documents, records or reports respecting the Collateral or the condition or operations, financial or otherwise, of the Borrower, the Servicer or an Originator as the Administrative Agent or a Lender may from time to time reasonably request in order to protect the interests of the Secured Parties under or as contemplated by this Agreement.

(m) Losses, Etc. In any suit, proceeding or action brought by the Backup Servicer, the Securities Intermediary or any Secured Party for any sum owing thereto, the Servicer shall save, indemnify and keep each such entity harmless from and against all fees, claims, costs, expense, loss or damage (including attorneys' fees and expenses and court costs) suffered by reason of any defense, setoff, counterclaim, recoupment or reduction of liability whatsoever of the Obligor under the Receivables, arising out of a breach by the Servicer of any obligation under the related Receivable or arising out of any other agreement, Indebtedness or liability at any time owing to or in favor of such Obligor or its successor from the Servicer, and all such obligations of the Servicer shall be and remain enforceable against and only against the Servicer and shall not be enforceable against each such entity. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any dispute, action, claim or suit) brought by an indemnified party of any indemnification or other obligation of the Servicer. The provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

(n) Notice Regarding Collateral. The Servicer shall advise the Administrative Agent and each Lender in writing promptly, in reasonable detail of (i) any Lien (other than Permitted Liens) asserted or claim made against any portion of the Collateral, (ii) the occurrence of any breach by the Servicer of any of its representations, warranties and covenants contained herein and (iii) the occurrence of any other event which could have a material adverse effect on the security interest of the Administrative Agent on behalf of the Secured Parties in the Collateral or the collectability of all or a material portion of the Receivables, or which could have a material adverse effect on the security interests of the Administrative Agent for the benefit of the Secured Parties.

(o) Realization on Receivables. In the event that the Servicer realizes upon any Receivable, the methods utilized by the Servicer to realize upon such Receivable or otherwise enforce any provisions of such Receivable will not subject the Servicer, the Borrower, any Secured Party, any Agent or the Backup Servicer to liability under any federal, State or local law, and any such realization or enforcement by the Servicer will be conducted in accordance with the provisions of this Agreement, the Collection Policy and Applicable Law.

(p) Accounting Policy. The initial Servicer will promptly notify the Administrative Agent, each Agent and each Lender of any material change in the

Servicer's accounting policies.

(q) Additional Information. The Servicer shall, within two (2) Business Days of its receipt thereof, respond to reasonable written directions or written requests for information that the Backup Servicer, the Securities Intermediary, the Borrower, the Administrative Agent, each Agent or each Lender might have with respect to the administration of the Receivables.

(r) Anti-Corruption Laws. The Servicer will maintain in effect and enforce policies and procedures designed to ensure compliance by the Servicer and each of its Subsidiaries and its or their respective directors, officers and employees with Anti-Corruption Laws.

(s) Additional Covenants. The Servicer will (i) immediately notify the Borrower, the Backup Servicer, the Administrative Agent, each Agent, each Lender and the Securities Intermediary of the existence of any Lien on any portion of the Collateral (other than the Lien of the Administrative Agent and Permitted Liens) if the Servicer has actual knowledge thereof, (ii) defend the right, title and interest of such entities in, to and under the Collateral against all claims of third parties claiming through or under the Servicer, (iii) transfer to the Securities Intermediary for deposit into the Collection Account, all payments received by the Servicer with respect to the Collateral in accordance with this Agreement other than during a Dominion Period or a Report Failure Period, (iv) comply with the terms and conditions of this Agreement relating to the obligation of the Borrower to remove Receivables from the Collateral pursuant to this Agreement and the obligation of Regional Management to reacquire Receivables from the Borrower pursuant to the Second Tier Purchase Agreement, (v) promptly notify the Borrower, the Administrative Agent, each Agent, each Lender, the Backup Servicer and the Securities Intermediary of the occurrence of any Servicer Termination Event and any breach by the Servicer of any of its covenants or representations and warranties contained herein, (vi) promptly notify the Borrower, the Administrative Agent, each Agent, each Lender, the Backup Servicer and the Securities Intermediary of the occurrence of any event which, to the knowledge of the Servicer, would require that the Borrower make or cause to be made any filings, reports, notices or applications or seek any consents or authorizations from any and all Government Authorities in accordance with the relevant UCC as may be necessary or advisable to create, maintain and protect a first priority security interest of the Administrative Agent in, to and on the Collateral, (vii) immediately notify the Backup Servicer if any changes to the Collection Policy or the servicing platform occur and (viii) not impair the rights of the Borrower or the Secured Parties in the Collateral.

(t) Bank Originator Program Documents. The Servicer shall promptly notify the Administrative Agent and the Lenders in writing of the occurrence of any of the following (i) any amendment to any Bank Originator Program Document (to the extent such amendment did not require Administrative Agent approval pursuant to Section 6.05(f) hereof), (ii) the retention by the Servicer or a Bank Originator pursuant to any Bank Originator Program Document of any contractor or service provider to perform subservicing of the Receivables originated by such Bank Originator under such Bank

Originator Program Documents, (iii) the breach of any material representation, warranty or covenant under any Bank Originator Program Document, together with a description of such breach, and (iv) the receipt or delivery of a termination notice with respect to the Bank Originator Program or any Bank Originator Program Document immediately upon such receipt or delivery.

(u) Ongoing Regulatory / Legal Review. The Servicer shall engage outside legal counsel at its own cost and expense to conduct an annual review of the Bank Originator's loan origination program and to assess compliance of each of the Bank Originator and the Servicer with such loan origination program with regulatory and other legal requirements. The review for each fiscal year shall be delivered to the Administrative Agent and each Lender by September 30th of each calendar year commencing the year after the satisfaction of the Bank Originator Conditions.

Section 6.05. Negative Covenants of the Servicer

. From the Closing Date until the Facility Termination Date:

(a) Collection Account; Reserve Account. The Servicer shall not create or participate in the creation of, or permit to exist, any Liens (other than Permitted Liens) with respect to the Collection Account or the Reserve Account. The Servicer shall not grant the right to take dominion or "control" (as defined in the relevant UCC) at a future time or upon the occurrence of a future event to any Person with respect to such Collection Account or the Reserve Account.

(b) Mergers, Acquisition, Sales, Etc. The initial Servicer shall not (i) consolidate with or merge into any other Person or (ii) convey or transfer all or substantially all of its assets to any other Person; provided, that the Servicer may (A) merge with another Person if (1)(x) the initial Servicer is the entity surviving such merger or (y) the Person with whom the Servicer is merged into or consolidated assumes in writing all duties and liabilities of the initial Servicer hereunder, (2) the initial Servicer shall have delivered prior written notice of such consolidation, merger, conveyance or transfer to the Administrative Agent and each Lender and (3) immediately after giving effect to such merger, no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing and (B) convey or transfer all or substantially all of its assets to a Person if (1) such Person assumes in writing all duties and liabilities of the Servicer hereunder, (2) the initial Servicer shall have delivered prior written notice of such consolidation, merger, conveyance or transfer to the Administrative Agent and each Lender and (3) immediately after giving effect to such transfer, no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing.

(c) Change of Name or Location of Servicer Files or Receivable Files. The initial Servicer shall not (i) change its name or its State of organization or move the location of its principal place of business and chief executive office from the locations referred to in Schedule D or (ii) move the Receivables (including the Receivable Files or the Servicer Files (other than any Electronic Contract, which shall be kept in the

Electronic Vault)) from the locations referred to in Schedule D (other than to another branch of Regional Management within the same State) without the prior written consent of the Required Lenders, provided that such consent may not be unreasonably withheld, and further provided that, the Servicer shall take all actions required under the UCC of each relevant jurisdiction in order to continue the first priority perfected security interest of the Administrative Agent for the benefit of the Secured Parties, in the Collateral, subject only to Permitted Liens.

(d) Change in Payment Instructions to Obligors. The Servicer shall not make any change in its instructions to the Obligors regarding payments to be made to the Borrower, the Servicer or a Subservicer, unless the Administrative Agent (acting at the direction of the Required Lenders) has consented to such change and has received duly executed documentation related thereto, provided that the option to accept ACH payments or debit card payments from the related Obligors will not be deemed a change in payment instructions for purposes of this Section 6.05(d).

(e) Extension or Amendment of Contracts. The Servicer will not, except as otherwise permitted in Section 7.03(c), (i), extend, amend or otherwise modify the terms of any Contract.

(f) Amendment to Bank Originator Program Documents. Without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), which consent shall not be unreasonably withheld or delayed, the Servicer will not materially amend, modify, waive or terminate any provision of the Bank Originator Program Documents.

(g) No Liens. The Servicer shall not sell, pledge, assign or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien (other than the Lien created by this Agreement) on the Collateral or any interest therein, the Servicer will notify the Administrative Agent and each Lender of the existence of any Lien on any portion of the Collateral immediately upon discovery thereof (but in no event later than three (3) Business Days after discovery thereof), and the Servicer shall defend the right, title and interest of the Administrative Agent on behalf of the Secured Parties in, to and under the Collateral against all claims of third parties claiming through or under the Servicer.

(h) Anti-Corruption Laws. The Servicer shall not use, nor shall cause its Subsidiaries and its or their respective directors, officers, employees and agents to use, the proceeds of the Loan (i) in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any Person in violation of any Anti-Corruption Laws, (ii) for the purpose of funding, financing or facilitating any activities, business or transaction of or with any Sanctioned Target, in violation of applicable Sanctions, or (iii) in any manner that would result in the violation of any Sanctions applicable to any party hereto.

(i) Release; Additional Covenants. The Servicer shall not (i) release any underlying collateral securing any Receivable from the security interest granted therein

by such Receivable in whole or in part except in the event of payment in full by the Obligor thereunder or upon transfer of such underlying collateral to a purchaser following repossession by the Servicer, (ii) impair the rights of the Borrower, the Administrative Agent or the Secured Parties in the Collateral, (iii) increase the number of Scheduled Payments due under a Receivable except as permitted herein, (iv) prior to the payment in full of any Receivable, sell, pledge, assign, or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on such Receivable or any interest therein, (v) impair the rights of the Borrower or the Secured Parties in the Collateral or (vi) sell, pledge, assign, or transfer to any other Person, or grant, create, incur, assume or suffer to exist any Lien on the Collateral or any interest therein.

(j) Ownership Interest. Regional Management, as Servicer, shall not sell, transfer, convey, assign or pledge any portion of its limited liability company interest in the Borrower without the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders).

(k) UTI. Regional Management shall not permit or cause the UTI or the UTI Certificate to be transferred to any Person without the prior written consent of the Required Lenders and receipt by the Administrative Agent and the Required Lenders of an opinion of counsel, reasonably satisfactory to the Required Lenders, as to the non-substantive consolidation of the Trust in the event such Person becomes a debtor in a voluntary or involuntary bankruptcy case which opinion of counsel shall be obtained by and at the expense of the transferor. Regional Management shall not permit or cause any North Carolina Receivable to be reallocated from the 2023-1B SUBI except as permitted by and subject to the satisfaction of the conditions in Section 3.02 and Section 5.04.

ARTICLE 7

ADMINISTRATION AND SERVICING OF CONTRACTS

Section 7.01. Designation of Servicing

. The Administrative Agent, each Agent, each Lender and the Borrower, at the direction of and on behalf of the Administrative Agent, hereby appoint Regional Management, as Servicer to service, manage, collect and administer each of the Receivables and the other Collateral, and to enforce its respective rights and interests in and under the Collateral and Regional Management hereby accepts such appointment and agrees to perform the duties and responsibilities of the Servicer pursuant to the terms hereof.

Section 7.02. Servicing Compensation

. As compensation for its servicing activities hereunder and reimbursement for its expenses, the Servicer shall be entitled to receive the Servicing Fee to the extent of funds available therefor pursuant to Section 2.08. The Servicer shall be further entitled to retain as additional servicing compensation any and all ancillary fees and payments from Obligors, including administrative fees and similar charges allowed by Applicable Law, but excluding extension fees and late fees.

Section 7.03. Duties of the Servicer.

(a) Standard of Care. The Servicer shall take or cause to be taken all such action as may be necessary or advisable to collect each Receivable from time to time, all in accordance with Applicable Law, with reasonable care and diligence and in accordance with the Collection Policy.

(b) Records Held in Trust. The Servicer shall hold in trust for the Borrower and the Secured Parties all records which evidence or relate to all or any part of the Collateral. In the event that a Successor Servicer assumes the servicing responsibilities of the Servicer, the outgoing Servicer shall promptly deliver to the Successor Servicer, and the Successor Servicer shall hold in trust for the Borrower and the Secured Parties, all records which evidence or relate to all or any part of the Collateral.

(c) Collection Practices.

(i) The Servicer shall be responsible for collection of payments called for under the terms and provisions of the Contracts, as and when the same shall become due. The Servicer, in making collection of Receivable payments pursuant to this Agreement, shall be acting as agent for the Secured Parties, and shall be deemed to be holding such funds in trust on behalf of and as agent for Borrower and the Secured Parties. The Servicer, consistent with the Collection Policy, shall service, manage, administer and make collections on the Receivables on behalf of the Borrower and shall have full power and authority to do any and all things which it may deem necessary or desirable in connection therewith which are not inconsistent with this Agreement. The Servicer may in its discretion (1) grant extensions, rebates or adjustments on a Contract in accordance with the Collection Policy and amend or modify any Contract or Receivable in

accordance with the Credit Policy and the Collection Policy and (2) waive any late payment charge or any other fees (not including interest on the Principal Balance of a Receivable) that may be collected in the ordinary course of servicing any Receivable; *provided* that the Servicer shall not modify the APR, the number or amount of the Scheduled Payments or the Principal Balance unless the Concentration Limits are satisfied after giving effect to such modification and the Servicer shall not extend any Contract unless such extension complies with the Collection Policy, in each case, except if such modification is required by Applicable Law or court order issued pursuant to Insolvency Proceedings involving the related Obligor. The Servicer shall also enforce (A) all rights of the Borrower under the Second Tier Purchase Agreement, including the right to require Regional Management to repurchase Receivables for breaches of its representations and warranties, (B) its rights under the First Tier Master Purchase Agreement, including the right to require each related Originator (other than the Bank Originator) to repurchase Receivables for breaches of its representations and warranties, (C) its rights under the Bank Originator Program Documents, and (D) its rights under the 2023-1B SUBI Supplement, including the right to require the Initial Beneficiary to repurchase North Carolina Receivables for breaches of its representations and warranties relating to the eligibility of the North Carolina Receivables allocated to the 2023-1B SUBI.

(ii) If the full amount of a Scheduled Payment due under a Receivable is not received within five (5) Business Days after its due date, the Servicer will, in accordance with the Collection Policy, make reasonable and customary efforts to contact the related Obligor. The Servicer shall continue its efforts in accordance with the Collection Policy to obtain such payment from an Obligor whose payment has not been made until the Servicer has determined in its discretion that all amounts due and payable which are collectable on the Receivable have been collected. The Servicer shall use its best efforts, consistent with the Collection Policy, to collect funds on a Defaulted Receivable.

(d) Deposit of Collections. Except as otherwise provided in Section 7.03(c)(ii), the Servicer shall deposit or cause to be deposited by electronic funds transfer all Collections to the Collection Account as promptly as possible after the date of processing of such Collections but in no event later than the second (2nd) Business Day following the date of processing of such Collections by the applicable Subservicer, or if such Collections were received directly by the Servicer, the Servicer; *provided, that*, such “processing” of any Collections will not begin prior to the date on which the Servicer or the related Subservicer, as applicable, has received such Collections.

(e) Subservicers; Third-Party Service Providers.

(i) The Servicer may at any time and from time to time delegate in the ordinary course of business any or all of its duties and obligations hereunder to one or more Subservicers; provided, however, that (A) each initial Subservicer shall only be responsible for servicing Receivables in the State in which it is located and (B) notwithstanding any other provision of this Agreement, the Servicer shall at all times remain responsible for the performance of such duties and obligations. The identity of each Subservicer shall be listed on Schedule E. The Servicer shall provide a copy of each

amendment or modification of Schedule E to each Rating Agency, if any.

(ii) The Servicer or any Subservicer may at any time and from time to time engage a Third Party Service Provider to fulfill its duties and obligations with respect to collection activities (including, for the avoidance of doubt, Radius Global Solutions LLC); provided, that notwithstanding any other provision of this Agreement, with respect to the performance of such duties and obligations by such Third Party Service Provider, the Servicer shall at all times remain responsible for the performance of such duties and obligations by such Third Party Service Provider and shall require such Third Party Service Provider to perform such duties and obligations in accordance with the Collection Policy and Applicable Law. The identity of each Third Party Service Provider shall be provided to the Administrative Agent in advance of the appointment of such Third Party Service Provider (which notice, for the avoidance of doubt, may be provided by email).

(f) Fidelity Bond/Insurance. The Servicer represents, warrants and covenants that it has obtained and shall continue to maintain in full force and effect a fidelity bond or comparable insurance in such form and amount as is customary for prudent servicers acting as custodian of funds and documents in respect of consumer contracts similar to the Receivables on behalf of institutional investors. All insurance maintained by the initial Servicer pursuant to this section shall name the Borrower as an additional insured.

(g) Business Continuity and Disaster Recovery Plan. Servicer shall, at its own expense, design, implement, and maintain a business continuity and disaster recovery program and viable response and recovery capabilities for the services provided hereunder. As part of its periodic assessment of availability risks, Servicer shall consider the need for geographic diversification of document storage, software/data backup storage, and workplace and systems recovery, as described in the Federal Financial Institutions Examination Council's Business Continuity Planning IT Examination Handbook. At a minimum, Servicer's core processing facilities and operations will include full weekly backup and daily incremental backup to ensure minimal exposure to systems failure. Servicer will make commercially reasonable efforts to ensure the continuity of operations. Upon request of Administrative Agent, Servicer shall provide a copy of its business continuity and disaster recovery program summary. Servicer shall regularly, but no less than annually, test its business continuity and disaster recovery capabilities. Servicer shall update its plans in a timely manner. In the event of a natural or other disaster beyond Servicer's control that interrupts Servicer's performance of any services described hereunder for any period, Servicer shall respond to such disaster in a commercially reasonable time period in accordance with the procedures contained in the business continuity and disaster recovery plans in order to resume performance of such services.

(h) Security Interests. The Servicer shall, at the direction of the Borrower, the Administrative Agent or a Lender, take any action reasonably necessary to preserve and protect the security interests of the Borrower and the Secured Parties in the Receivables and the other Collateral, including any action specified in any Opinion of Counsel delivered to the Servicer.

(i) Realization on Underlying Collateral Securing Receivables. The Servicer warrants, represents and covenants that in the event that the Servicer or any Subservicer realizes upon any underlying collateral securing a Receivable, the methods utilized to realize upon such

Receivable or otherwise enforce any provisions of the related Contract, will not subject the Servicer, the Borrower or any Secured Party to liability under any federal, State or local law, and that such enforcement by the Servicer or a Subservicer will be conducted in accordance with the provisions of this Agreement, the Collection Policy and Applicable Law.

(j) Recordkeeping. The Servicer shall:

(i) maintain legible copies (in electronic or hard-copy form, in the discretion of the Servicer) or originals (if applicable) of all documents in the Servicer File with respect to each Receivable and the underlying collateral related thereto; and

(ii) keep books and records, reasonably satisfactory to the Administrative Agent, pertaining to each Receivable and make periodic reports in accordance with this Agreement; such records may not be destroyed or otherwise disposed of except as provided herein and as allowed by Applicable Law, all documents, whether developed or originated by the Servicer or not, reasonably required to document or to properly administer any Receivable shall remain at all times the property of the Borrower and shall be held in trust by the Servicer; the Servicer shall not acquire any property rights with respect to such records, and shall not have the right to possession of them except as subject to the conditions stated in this Agreement; and the Servicer shall bear the entire cost of restoration in the event any Servicer File shall become damaged, lost or destroyed while in the Servicer's possession or control.

(k) Inspections and Annual Due Diligence Reports.

(i) Inspections.

(A) In addition to the delivery by the Servicer of an annual report pursuant to Section 7.03(k)(ii) (A), the Servicer shall also permit each Secured Party, each Agent and the Backup Servicer, upon five (5) Business Days' prior notice and during regular business hours (provided that from and after the occurrence of any Event of Default, Unmatured Event of Default or Facility Amortization Event, the foregoing notice shall not be required to be given), to periodically, at the discretion of the Secured Parties or the Backup Servicer, as applicable, review the collection and administration of the Receivables by the Servicer and the Subservicers in order to assess compliance by the Servicer and the Subservicers with the Collection Policy and this Agreement and conduct an audit of the Receivables and Receivable Files, including, without limitation, the Electronic Contracts and the Electronic Vault, in conjunction with such a review. Such review may include tours of the facilities of the Servicer and the Subservicers and discussions with their respective managements. If no Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing, the Secured Parties, the Backup Servicer, each Agent or their respective agents or representatives shall only be entitled to conduct, and the Servicer shall permit them to conduct, three such reviews pursuant to

this Section 7.03(k) during any 12-month period beginning on the Closing Date and on each anniversary thereof; provided, that if an Event of Default, Unmatured Event of Default or Facility Amortization Event shall have occurred and be continuing, there shall be no limit on the number of such reviews any Secured Party, any Agent, the Backup Servicer or their respective agents or representatives shall be entitled to conduct.

(B) It is anticipated that each review by any Secured Party, any Agent, the Backup Servicer or their respective agents or representatives will be a full operational, legal, compliance and collateral audit and will verify among other items, the existence of Collateral, cash application and aging and eligibility, will include a litigation and regulatory review, will confirm that internal ratings actually applied conform to underwriting standards, and, in the case of the Backup Servicer, will confirm access to image files captured and stored in accordance with Section 7.03(l)(iv). Each audit by the Administrative Agent (or its designee) will also include a sample review (which may include, without limitation, tape-to-file or similar audits or reviews) of no fewer than 200 Receivable Files and Servicer Files to check the accuracy of information provided by the Borrower, the Servicer or the Subservicers. Neither the foregoing nor any other provision of this Agreement shall be construed to give rise to a right, expectation or other entitlement on the part of any Person to inspect, examine, access or visit any Computershare data center, Computershare computer system or other secure Computershare facility, including at any such time that Computershare may be serving as Successor Servicer.

(ii) Annual Due Diligence Reports.

(A) Upon the request of the Administrative Agent, any Agent or any Lender, which request may be made up to once per year; provided that such request is made before November 30th of the year of the request, the Servicer will deliver to the Administrative Agent and each Agent, on or before March 31st of the year following such request, beginning in March 2024, a copy of a report prepared by a firm of independent certified public accountants or third party due diligence provider acceptable to the Required Lenders, who may also render other services to the Servicer or any of its Affiliates, addressed to the board of directors of the Servicer or any of its Affiliates, the Administrative Agent and the Agents and dated during the current year, to the effect that such firm has examined the policies and procedures of the Servicer and the Subservicers and issued its report thereon and expressing a summary of findings (based on certain procedures performed on the documents, records and accounting records that such accountants considered appropriate under the circumstances, which are acceptable to the Required Lenders) relating to the servicing of the Receivables and the administration of the Receivables (including the preparation of the Monthly Reports, the Monthly Loan Tapes, the static pool information and such other information as may reasonably be

requested by the Required Lenders) during the preceding calendar year (or such longer period in the case of the first report) and that such servicing and administration was conducted in compliance with the terms of this Agreement, except for (i) such exceptions as such firm shall believe to be immaterial and (ii) such other exceptions as shall be set forth in such report and that such examination (a) was performed in accordance with standards established by the American Institute of Certified Public Accountants or another standard acceptable to the Required Lenders and (b) included tests relating to consumer loans serviced for others in accordance with the requirements of any program under which the Servicer customarily provides such reporting to other warehouse lenders similarly situated, which may include Uniform Single Attestation Program for Mortgage Bankers, SSAE 16 reports or comparable reports to the extent the procedures in such program are applicable to the servicing obligations set forth in this Agreement. Notwithstanding the foregoing, to the extent that in connection with public offerings, Regulation AB under the Securities Act requires the delivery of an annual attestation of a firm of independent public accountants with respect to the assessment of servicing compliance with specified servicing criteria of the Servicer stating, among other things, that the Servicer's assertion of compliance with the specified servicing criteria is fairly stated in all material respects, or the reason why such an opinion cannot be expressed, the delivery of a copy of such an attestation to the Administrative Agent and the Agents shall be deemed to satisfy the provisions of this Section. Such report shall also indicate that the firm is "Independent" of the Servicer and its Affiliates within the meaning of the Code of Professional Ethics of the American Institute of Certified Public Accountants.

(B) In the event such independent certified public accountant or third party due diligence provider, as applicable, requires the Backup Servicer, or the Securities Intermediary to agree to the procedures to be performed by such firm in any of the reports required to be prepared pursuant to this Section, the Servicer shall direct the related party in writing to so agree; it being understood and agreed that the Backup Servicer and the Securities Intermediary will deliver any such letter of agreement in conclusive reliance upon the direction of the Servicer, and the Backup Servicer and the Securities Intermediary have not made any independent inquiry or investigation as to, and shall have no obligation or liability in respect of, the sufficiency, validity or correctness of such procedures.

(iii) Costs and Expenses. The Servicer shall (i) reimburse the Secured Parties, the Agents and the Backup Servicer for all reasonable fees, costs and expenses incurred by or on behalf of the Secured Parties, the Agents or the Backup Servicer in connection with the foregoing actions set forth and described in this Section 7.03(k) and (ii), in each case, promptly upon receipt of a written invoice therefor, which invoices in any one year may not exceed, in the aggregate, \$130,000 for all reasonable fees, costs and expenses

described in clauses (i) and (ii) of this sentence (unless an Event of Default has occurred, following which such expenses will not be so capped).

(l) Custody of Receivable Files.

(i) Custody. The Borrower, upon the execution and delivery of this Agreement, hereby revocably appoints the Servicer, and the Servicer hereby accepts such appointment, to act as the agent (solely in its capacity as Servicer under the Basic Documents) of the Borrower for the benefit of the Secured Parties, solely in the Servicer's capacity as custodian of the Receivable File.

(ii) Safekeeping of Contracts. The Servicer, in its capacity as custodian, or a Subservicer appointed by the Servicer as subcustodian pursuant to Section 7.03(l)(v) below, shall hold the Receivable Files (including any original physical Contract (or, in the case of Convenience Checks, in physical or electronic form)) for the benefit of the Borrower and the Secured Parties, as pledgee of the Borrower or the Trust, as applicable; *provided that*, that the Servicer, in its capacity as custodian, shall ensure that the Electronic Contracts are maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent (for the benefit of the Secured Parties) in the Electronic Vault; *provided, further that* if a Contract is Exported from the Electronic Vault, the Servicer in its capacity as custodian shall hold such Contract in physical form in accordance with its customary servicing practices and with this Agreement. The Electronic Vault will be controlled by the Servicer in its capacity as custodian hereunder. In performing its duties as custodian, the Servicer shall act in accordance with its customary servicing practices. The Servicer will promptly report to the Borrower, the Administrative Agent and the Lenders any failure on its part (or, if applicable, a subcustodian's part) to hold any portion of the Receivable Files (including Electronic Contracts, but not including Convenience Checks) and maintain its account, records, and computer systems as herein provided or promptly take appropriate action to remedy any such failure. Nothing herein will be deemed to require an initial review or any periodic review by the Borrower, the Administrative Agent or the Secured Parties of the Receivable Files. The Servicer may, in accordance with its customary servicing practices, maintain all or a portion of a Receivable File in electronic form in the Electronic Vault and/or maintain custody of all or any portion of a Receivable File with one or more Persons to whom the Servicer has delegated responsibilities in accordance with Section 7.03(e). The Servicer will maintain each Receivable File in the United States (it being understood that (i) the Receivable Files, or any part thereof, may be maintained at the offices of any Person to whom the Servicer has delegated responsibilities in accordance with Section 7.03(e) and (ii) Electronic Contracts shall be maintained in the Electronic Vault). The Servicer will make available to the Administrative Agent and each Lender or their duly authorized representatives, attorneys or auditors a list of locations of the Receivable Files upon reasonable request. Notwithstanding any reference herein or in any other Basic Document to the Electronic Vault Provider acting as a designated custodian of the Administrative Agent, the parties hereto acknowledge and agree that the Administrative Agent shall not be liable for, and shall have no duty to supervise or monitor, the default, misconduct or any other action or omission of the Electronic Vault Provider and that the Administrative Agent may assume

the Electronic Vault Provider's performance of its duties and obligations under the Basic Documents.

(iii) Effective Period and Termination. The Servicer's appointment as custodian with respect to any Receivable shall become effective as of the Cutoff Date for such Receivable and will continue in full force and effect until terminated pursuant to this paragraph. If Regional Management resigns as Servicer in accordance with the provisions of this Agreement or if all of the rights and obligations of the Servicer have been terminated under Section 7.13, the Administrative Agent (acting at the direction of the Required Lenders) shall terminate the appointment of the Servicer as custodian hereunder in the same manner as it may terminate the rights and obligations of the Servicer under Section 7.13. Upon the resignation or termination of the Servicer in accordance with this Agreement, the Servicer shall cause to be transferred to the Backup Servicer control of the Electronic Contracts in the Electronic Vault to the extent the Backup Servicer becomes the Successor Servicer in accordance with this Agreement, or another Successor Servicer. In the event that the Backup Servicer becomes the Successor Servicer in accordance with this Agreement or a Successor Servicer, as applicable, is appointed, the outgoing Servicer shall promptly transfer to the Backup Servicer or a Successor Servicer, as applicable, in such manner and to such location as the Backup Servicer or a Successor Servicer, as applicable, shall reasonably designate, all of the Receivable Files in its possession; provided, however, if the Backup Servicer is the Successor Servicer, (i) the Backup Servicer shall notify the Electronic Vault Provider of the transfer of servicing responsibilities to the Backup Servicer or Successor Servicer, as applicable, and (ii) the initial Servicer shall promptly transfer possession of the Electronic Vault to the Backup Servicer or Successor Servicer; it being agreed by the Servicer that it shall reasonably cooperate with the Backup Servicer with respect to effecting any such notification or transfer.

(iv) Establishment of Imaging System. Other than with respect to any Electronic Contract, the Servicer shall maintain an imaging system through which the original physical Receivable File and, with respect to any Hard Secured Receivable, the original certificate of title (if such certificate of title is issued in physical and not in electronic form), if any, with respect to the Titled Asset securing such Hard Secured Receivable may be imaged and captured through a standalone PDF, or another electronic medium, and validated through an internal, controlled process with images captured, stored and identifiable at a central location as a backup to physical documentation; provided that any certificates of title that are issued electronically are not imaged and stored pursuant to this clause (iv) but are maintained by a third party electronic title lienholder. For the avoidance of doubt, the related image of a Contract that is an Electronic Contract will be stored in the Electronic Vault and will not be retained by the Servicer.

(v) Subcustodian. The initial Servicer, in its capacity as custodian, may appoint a Subservicer as subcustodian with respect to any Receivable File pursuant to Section 7.03(e). In the event that the initial Servicer, in its capacity as custodian, is terminated in such capacity hereunder, each subcustodian will be terminated as subcustodian for each Receivable with respect to which it is then acting in such capacity.

Section 7.04. Collection of Payments.

(a) Payment Instructions. On or before the relevant Funding Date with respect to the Receivables, the Servicer and each Subservicer shall have instructed all related Obligor to make all payments in respect of the related Receivables directly with the Servicer or such Subservicer.

(b) Establishment of the Accounts. The Servicer shall cause the Securities Intermediary to establish at the Account Bank, on or before the Closing Date, and to maintain in the name and for the account of the Borrower for the benefit of the Secured Parties at the Account Bank (i) the Collection Account and (ii) the Reserve Account, in each case over which the Administrative Agent shall have sole dominion and control pursuant to the Account Control Agreement and from which neither the Servicer nor the Borrower shall have any right of withdrawal, except as otherwise set forth in the Account Control Agreement. The Borrower will be required to pay all reasonable fees and expenses owing to the Securities Intermediary in connection with the maintenance of the Accounts for its own account and shall not be entitled to any payment therefor. Following the Facility Termination Date, the Securities Intermediary shall terminate the Accounts.

To the extent that the Reserve Account or the Collection Account is a “securities account” within the meaning of Section 8-501 of the UCC:

- (i) the Securities Intermediary shall comply with any order or instructions (each, an “Order”) from the Administrative Agent directing transfer or redemption of any financial asset credited to such account without further consent by the Borrower, Regional Management, the Servicer or any other person;
- (ii) the Securities Intermediary shall treat any investment property, financial assets, securities, instruments, general intangibles or other property credited to any such account as “financial assets” within the meaning of Section 8-102(a)(9) of the UCC; and
- (iii) securities or financial assets credited to the Reserve Account or the Collection Account, as applicable, shall be registered in the name of the Securities Intermediary, indorsed to the Securities Intermediary or in blank or credited to another securities account maintained in the name of the Securities Intermediary and in no case will any financial asset credited to the Reserve Account or the Collection Account, as applicable, be registered in the name of the Borrower or the Servicer, payable to the order of the Borrower or the Servicer, or specially indorsed to the Borrower or the Servicer, except to the extent the foregoing have been specially indorsed to the Securities Intermediary or in blank.

To the extent that the Reserve Account or the Collection Account is a “deposit account” within the meaning of Section 9-102(a)(29) of the UCC, the Securities Intermediary shall comply with any order or instructions (each also, an “Order”) from the Administrative Agent directing disposition of funds in the account without further consent by the Borrower, Regional Management, the Servicer or any other person.

Regardless of any provision in any other agreement, for purposes of the UCC, the State of New York shall be deemed to be the Account Bank’s and the Securities Intermediary’s

jurisdiction and the Reserve Account and the Collection Account (as well as any securities entitlements related thereto) shall be governed by the laws of the State of New York.

(c) Adjustments. If the Servicer, directly or through a Subservicer, makes (i) a deposit into the Collection Account in respect of a collection of a Receivable and such collection was received by the Servicer in the form of a check that is not honored for any reason or (ii) a mistake with respect to the amount of any collection and deposits an amount that is less than or more than the actual amount of such collection, the Servicer shall appropriately adjust the amount subsequently deposited into the Collection Account to reflect such dishonored check or mistake after obtaining actual knowledge of such dishonored check or mistake. Any Scheduled Payment in respect of which a dishonored check is received shall be deemed not to have been paid.

Section 7.05. Payment of Certain Expenses by the Initial Servicer

. The initial Servicer will be required to pay all expenses incurred by it in connection with its activities under this Agreement, including the fees and disbursements of independent certified public accountants and third party due diligence providers, Taxes imposed on the Servicer, expenses incurred in connection with payments and reports pursuant to this Agreement, fees and expenses of Subservicers (including monthly compensation for acting as Subservicers) and agents of the Servicer and all other fees and expenses not expressly stated under this Agreement for the account of the Borrower. The initial Servicer shall be required to pay such expenses for its own account and shall not be entitled to any payment therefor other than the Servicing Fee.

Section 7.06. Reports.

(a) Monthly Reports; Monthly Compliance Statements; Monthly Loan Tapes. On each Reporting Date, the Servicer will provide to the Borrower, the Administrative Agent, each Rating Agency (if any), each Agent, each Lender, each Hedge Counterparty (if any), the Backup Servicer and the Securities Intermediary (i) a Monthly Report, (ii) a Monthly Loan Tape and (iii) an Officer's Certificate, dated as of related Determination Date, stating that (A) a review of the activities of the Servicer and the Subservicers during such Collection Period (or since the Closing Date in the case of the first such Officer's Certificate) and of its performance under this Agreement has been made under such officer's supervision and (B) to the best of such officer's knowledge, based on such review, the Servicer and the Subservicers have fulfilled all of their respective obligations under this Agreement throughout such Collection Period (or such longer period in the case of the first such Officer's Certificate), or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof.

(b) Financial Statements. In the event the initial Servicer is no longer subject to the periodic and current reporting requirements of Section 13 or 15(d) of the Exchange Act, the initial Servicer will submit to the Administrative Agent and each Lender, (i) within 45 days of the end of each of its fiscal quarters, its unaudited consolidated financial statements (including an analysis of delinquencies and losses on the Receivables for each fiscal quarter) as of the end of each such fiscal quarter and (ii) within 120 days of the end of each of its fiscal years, its audited consolidated financial statements (including an analysis of delinquencies and losses on the

Receivables for each fiscal year describing the causes thereof and sufficient to determine whether an Event of Default or Servicer Termination Event has occurred or is reasonably likely to occur and otherwise reasonably satisfactory to the Administrative Agent) as of the end of each such fiscal year; provided that such financial statements are in public company reporting format under the Exchange Act.

(c) Static Pool Information. The initial Servicer will provide to the Administrative Agent and each Agent in regard to vintage originations, upon request (i) static pool gross and net loss history, (ii) static pool defaulted receivable recovery rates, (iii) static pool origination characteristics and (iv) any additional static pool information reasonably requested by the Administrative Agent or an Agent.

Section 7.07. Annual Statement as to Compliance

. The Servicer shall deliver to the Administrative Agent and each Agent on or before March 31st of each year, beginning in 2024, an Officer's Certificate, dated as of the preceding December 31st, stating that (i) a review of the activities of the Servicer during the preceding 12-month period (or since the Closing Date in the case of the first such Officer's Certificate) and of its performance under this Agreement has been made under such officer's supervision and (ii) to the best of such officer's knowledge, based on such review, each of the Servicer and the Subservicers have fulfilled all their respective obligations under this Agreement throughout such year (or such shorter period in the case of the first such Officer's Certificate), or, if there has been a default in the fulfillment of any such obligation, specifying each such default known to such officer and the nature and status thereof.

Section 7.08. [Reserved].

Section 7.09. Rights Prior to Assumption of Duties by Successor Servicer.

(a) On or before each Reporting Date, the Servicer shall deliver to the Backup Servicer an electronic file containing all information necessary to allow the Backup Servicer to review the Monthly Report related thereto and determine that such Monthly Report is readable and contains all information necessary for the Backup Servicer to complete its duties herein. The Backup Servicer shall, within two (2) Business Days after receipt of the electronic file referred to in the preceding sentence, load such electronic file, confirm such computer tape or diskette is in readable form and (A) verify the following based solely on information contained in the electronic file: the aggregate Principal Balance of all Receivables as of the most recent Determination Date, the Annualized Charge-off Ratio, the Delinquency Ratio (60+ Days), and the Extension Ratio as of the related Determination Date, (B) based solely on a recalculation of information contained in the Monthly Report confirm the following: the Gross Excess Spread Percentage, Servicing Fee, Backup Servicing Fee, Securities Intermediary Fee, Monthly Principal Payment Amount, the amount due to the Reserve Account pursuant to Section 2.08(a)(iv), the amount due to the Lenders pursuant to Section 2.08(a)(v), the remaining amount due to the Borrower pursuant to Section 2.08(a)(x), the Borrowing Base as of the related Reporting Date (calculated as of the related Determination Date, or, with respect to Receivables added to the Collateral following such Determination Date, but prior to the date of such Monthly Report, the related Cutoff Date), (C) based solely on the records of the Securities Intermediary

confirm the following: the Reserve Account Amount as of the related Determination Date, each as set forth in the Monthly Report. In the event of any discrepancy between the information set forth in the two foregoing sentences, as determined or calculated by the Servicer, from that determined or calculated by the Backup Servicer, the Backup Servicer shall notify the Servicer of such discrepancy on or before the close of business on the Business Day immediately preceding the related Payment Date and, if by the Business Day following receipt by the Servicer of such notice, the Backup Servicer and the Servicer are unable to resolve such discrepancy, the Backup Servicer shall promptly notify the Administrative Agent and the Agents of such discrepancy. The Backup Servicer shall provide a certificate signed by an Officer of the Backup Servicer, in form and substance satisfactory to the Backup Servicer, the Administrative Agent, the Agents and the Servicer, to the Administrative Agent and the Servicer, on or before the close of business on the Business Day immediately preceding the related Payment Date, stating that the duties of the Backup Servicer in this Section 7.09(a) have been performed. The Backup Servicer, in its capacity as such, shall not be responsible for delays attributable to the Servicer's failure to deliver information, defects in the information supplied by the Servicer or other circumstances beyond the control of the Backup Servicer. Notwithstanding the foregoing, if the electronic file or the Monthly Report does not contain sufficient information for the Backup Servicer to perform any action hereunder, the Backup Servicer shall promptly notify the Servicer of any additional information to be delivered by the Servicer to the Backup Servicer, and the Backup Servicer and the Servicer shall mutually agree upon the form thereof; *provided, however*, that the Backup Servicer shall not be liable for the performance of any action unable to be taken hereunder without such additional information until it is received from the Servicer.

(b) Prior to the Closing Date, the Servicer shall deliver the Test Data File to the Backup Servicer, in a format acceptable to the Backup Servicer. The Backup Servicer and the Servicer will agree upon the file layout and electronic medium to transfer such data to the Backup Servicer. Any reasonable cost associated with the obligations of the Backup Servicer described in this subsection shall be at the expense of the Servicer, and, to the extent that the Servicer does not pay such amounts, the Backup Servicer shall be entitled to recover such amounts pursuant to Section 2.08.

(c) Other than as specifically set forth elsewhere in this Agreement, the Backup Servicer shall have no obligation to supervise, verify, monitor or administer the performance of the Servicer and shall have no Liability for any action taken or omitted by the Servicer.

(d) The Backup Servicer shall consult with the Servicer as may be necessary from time to time to perform or carry out the Backup Servicer's obligations hereunder, including the obligation, if requested in writing by the Administrative Agent (acting at the direction of the Required Lenders), to succeed to the duties and obligations of the Servicer pursuant hereto.

(e) Except as provided in this Agreement, the Backup Servicer may accept and rely on all accounting, records and work of the Servicer without audit, and the Backup Servicer shall have no Liability for the acts or omissions of the Servicer. If any error, inaccuracy or omission (collectively, "Errors") exists in any information received from the Servicer, and such Errors should cause or materially contribute to the Backup Servicer making or continuing any Errors (collectively, "Continued Errors"), the Backup Servicer shall have no Liability for such Continued Errors; provided, however, that the Successor Servicer agrees to use its best efforts to

prevent further Continued Errors. In the event the Backup Servicer has actual knowledge or receives written notice of Errors or Continued Errors, the Backup Servicer shall promptly notify the Servicer of such Errors or Continued Errors; provided, however, that the Backup Servicer shall have no duty or obligations to reconstruct or reconcile such data.

(f) The Backup Servicer shall be indemnified by the Servicer and the Borrower from and against all claims, damages, losses or expenses reasonably incurred by the Backup Servicer (including reasonable attorneys' fees and expenses and court costs) arising out of claims asserted against or by the Backup Servicer on any matter arising out of this Agreement to the extent the act or omission giving rise to the claim accrues before the date on which the Backup Servicer assumes the duties of Servicer hereunder, except for any claims, damages, losses or expenses arising from the Backup Servicer's own gross negligence, bad faith or willful misconduct. All such amounts payable by the Borrower shall be payable in accordance with Section 2.08. All such amounts payable by the Servicer, to the extent not promptly paid by the Servicer, shall be payable in accordance with Section 2.08. For the avoidance of doubt, such indemnified amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any action, claim or suit) brought by the Backup Servicer of any indemnification or other obligation of the indemnifying party or other Person. The provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

(g) The Backup Servicer shall be liable in accordance herewith only to the extent of its obligations set forth in this Agreement or any obligations assumed by the Backup Servicer from the Servicer pursuant to Section 7.14. Such liability is limited to only those actions taken or omitted to be taken by the Backup Servicer and caused through its gross negligence, bad faith or willful misconduct. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Backup Servicer and, in the absence of bad faith on its part, the Backup Servicer may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Backup Servicer and conforming to the requirements of this Agreement. The Backup Servicer shall indemnify the Borrower and the Secured Parties from and against all claims, damages, losses or expenses reasonably incurred by the Borrower or the Secured Parties (including reasonable attorneys' fees and expenses and court costs) arising out of claims asserted against or by the Borrower or the Secured Parties on any matter arising out of this Agreement to the extent such claims, damages, losses or expenses are caused by the Backup Servicer's gross negligence, bad faith or willful misconduct, in each case as determined by a court of competent jurisdiction, except for any claims, damages, losses or expenses arising from the Borrower's or the Secured Parties' own gross negligence, bad faith or willful misconduct. The indemnity provisions of this section shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

(h) The Backup Servicer shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Backup Servicer has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any

Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Backup Servicer shall have no obligation whatsoever either prior to or after receiving any such written notice to investigate or verify that such event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it; provided that, for the avoidance of doubt, the foregoing shall not excuse the Backup Servicer from performing its duties (including calculation duties) expressly set forth herein. The Backup Servicer shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Backup Servicer) other than itself in its capacity as Backup Servicer.

(i) The Backup Servicer shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if there shall be reasonable ground for believing that the repayment of such funds or indemnity satisfactory to it against such risk or liability shall not be reasonably assured to it. Notwithstanding any provision to the contrary, the Backup Servicer shall not be liable for any obligation or the acts or omissions of the Borrower, the Servicer (so long as it is not the Successor Servicer, in which case it shall be obligated to perform as Servicer hereunder) or any other Person, contained in this Agreement, and the parties shall look only to such parties to perform such obligations, and the Backup Servicer may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Backup Servicer to the contrary.

Section 7.10. Rights After Assumption of Duties by Successor Servicer; Liability

. At any time following the assumption of the duties of the Servicer by the Backup Servicer or the designation of a Successor Servicer pursuant to Section 7.14 as a result of the occurrence of a Servicer Termination Event:

(a) The Servicer, on behalf of the Borrower, shall, at the Administrative Agent's or the Required Lender's request, (i) assemble all of the records relating to the Collateral, including all Receivable Files, and shall make the same available to the Administrative Agent or the Successor Servicer at a place selected by the Administrative Agent (acting at the direction of the Required Lenders), and (ii) segregate all cash, checks and other instruments received by it from time to time constituting collections of Collateral in a manner acceptable to the Administrative Agent and the Required Lenders and shall, promptly upon receipt but no later than two (2) Business Days after receipt, remit all such cash, checks and instruments, duly endorsed or with duly executed instruments of transfer, to, or at the direction of, the Administrative Agent (acting at the direction of the Required Lenders).

(b) The Borrower hereby authorizes the Administrative Agent, to take or cause to be taken any and all steps in the Borrower's name and on behalf of the Borrower necessary or desirable, in the determination of the Administrative Agent (acting at the direction of the Required Lenders), to collect all amounts due under any and all of the Collateral with respect thereto, including endorsing the Borrower's name on checks and other instruments representing Collections and enforcing the Receivables.

(c) The Backup Servicer shall be liable in accordance herewith only to the extent of its obligations set forth in this Agreement or any obligations assumed by the Backup Servicer from the Servicer pursuant to Section 7.14. Such liability is limited to only those actions taken or omitted to be taken by the Backup Servicer and caused through its gross negligence, bad faith or willful misconduct. No implied duties (including fiduciary duties), covenants or obligations shall be read into this Agreement against the Backup Servicer and, in the absence of bad faith on its part, the Backup Servicer may conclusively rely on the truth of the statements and the correctness of the opinions expressed in any certificates or opinions furnished to the Backup Servicer and conforming to the requirements of this Agreement.

(d) The Backup Servicer shall not be charged with knowledge of any event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, or be required to act (including the sending of any notice) upon any such event or information, including any Event of Default, Unmatured Event of Default or Facility Amortization Event, unless a Responsible Officer of the Backup Servicer has actual knowledge of such event or receives written notice of such event from the Borrower, the Servicer or any Secured Party, and shall have no duty to take action to determine whether any such event, default or Event of Default shall have occurred. The Backup Servicer shall have no obligation whatsoever either prior to or after receiving any such written notice to investigate or verify that such event has in fact occurred and shall be entitled to rely conclusively, and shall be fully protected in so relying, on any such notice so furnished to it. The Backup Servicer shall not be deemed to have knowledge of any event or information held by or imputed to any Person (including an Affiliate, or other line of business or division of the Backup Servicer) other than itself in its capacity as Backup Servicer.

(e) The Backup Servicer shall not be required to expend or risk its own funds or otherwise incur financial liability in the performance of its duties hereunder, or in the exercise of any of its rights or powers, if it reasonably determines that the repayment of such funds or adequate written indemnity against such risks or liability is not available prior to the expenditure of such funds or the incurrence of financial liability. Notwithstanding any provision to the contrary, the Backup Servicer shall not be liable for any obligation or the acts or omissions of the Borrower, the Servicer (so long as it is not the Successor Servicer, in which case it shall be obligated to perform as Servicer hereunder) or any other Person, contained in this Agreement, and the parties shall look only to such parties to perform such obligations, and the Backup Servicer may assume performance of such parties absent written notice or actual knowledge of a Responsible Officer of the Backup Servicer to the contrary.

(f) If requested by the Administrative Agent (acting at the direction of the Required Lenders), the Backup Servicer (in its capacity as the Successor Servicer) shall direct the Obligors then making payments directly to the Servicer to make all payments under the Receivables directly to the Backup Servicer (in its capacity as the Successor Servicer), in which event the Backup Servicer shall process all such payments, or to a lockbox or lockbox account established by the Backup Servicer (in its capacity as the Successor Servicer) at the direction of the Administrative Agent (acting at the direction

of the Required Lenders).

Section 7.11. Limitation on Liability of the Servicer and Others

. Except as otherwise provided herein, neither the Servicer nor any of its directors or officers or employees or agents shall be under any liability to the Secured Parties, the Backup Servicer or any other Person for any action taken or for refraining from the taking of any action pursuant to this Agreement; provided, however, that this provision shall not protect the Servicer or any such Person against any liability that would otherwise be imposed by reason of its willful misconduct, bad faith or gross negligence in the performance of duties or by reason of its willful misconduct hereunder.

Section 7.12. The Servicer Not to Resign

. The Servicer shall resign only if the Servicer provides an Opinion of Counsel to the Administrative Agent, the Agents and the Backup Servicer to the effect that it is no longer permitted by Applicable Law to act as Servicer hereunder. No termination or resignation of the Servicer hereunder shall be effective until the Backup Servicer or a different entity, acceptable to the Administrative Agent (acting at the direction of the Required Lenders), has accepted its appointment as Successor Servicer hereunder and has agreed to be bound by the terms of this Agreement and the Collection Policy.

Section 7.13. Servicer Termination Events

. The occurrence and continuance of any one of the following events shall constitute a “Servicer Termination Event” hereunder:

- (a) the occurrence of a Level III Trigger Event;
- (b) any failure by the Servicer to (i) deliver any Collections or (ii) make any payment, transfer or deposit, in each case as required by this Agreement or any other Servicer Basic Document and, in each case, which failure shall continue unremedied for two (2) Business Days after (A) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Securities Intermediary or (B) discovery of such failure by a Responsible Officer of the Servicer;
- (c) any failure by the Servicer to deliver to the Administrative Agent, each Agent, each Lender or the Backup Servicer a Monthly Report and a Monthly Loan Tape when required that shall continue unremedied for two (2) Business Days after (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;
- (d) any merger or consolidation of the Servicer in breach of Section 7.15;
- (e) any failure by the Servicer duly to observe or perform in any material respect any other covenant or agreement of the Servicer set forth in any Servicer Basic Document, which failure shall remain unremedied for 30 days after the earlier of (i)

receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;

(f) any representation, warranty or certification made by the Servicer in any Servicer Basic Document or in any other certificate, information or report delivered pursuant to any Servicer Basic Document shall prove to have been false or incorrect in any material respect when made or deemed made or delivered, and which remains unremedied for 30 days after the earlier of (i) receipt of written notice of such failure by the Servicer from the Administrative Agent, any Agent, any Lender or the Backup Servicer or (ii) discovery of such failure by a Responsible Officer of the Servicer;

(g) an Insolvency Event shall occur with respect to the Servicer;

(h) an Event of Default shall have occurred and shall not have been waived;

(i) any failure by the Servicer to observe any covenant, condition or agreement under Section 6.05(h); or

(j) any Subservicer fails to maintain all necessary licenses and approvals in all jurisdictions in which the ownership or lease of its property and or the conduct of its business with respect to the servicing of consumer loans (including the Receivables) requires such qualification, licenses or approvals, and which remains unremedied for thirty (30) days after the receipt of written notice of such failure by any Governmental Authority.

During the continuance of any of the foregoing, notwithstanding anything herein to the contrary, so long as any such Servicer Termination Event shall not have been remedied within any applicable cure period or waived in writing by the Administrative Agent and the Required Lenders, the Administrative Agent acting at the direction of the Required Lenders, by written notice to the Servicer (with a copy to each Agent, Hedge Counterparty, the Securities Intermediary and the Backup Servicer) (each, a “Servicer Termination Notice”), shall terminate all of the rights and obligations of the Servicer as Servicer under this Agreement and under the 2023-1B SUBI Servicing Agreement.

Notwithstanding the foregoing, a delay in or failure of performance referred to under paragraph (b) above for an additional period of five (5) Business Days after the applicable grace period or referred to under paragraph (e) or (f) above for a period of fifteen (15) days after the applicable grace period shall not constitute a Servicer Default if such delay or failure could not be prevented by the exercise of reasonable diligence by the Servicer, such delay or failure was caused by a Force Majeure Event and Servicer is in compliance with its business continuity and disaster preparedness plans. If, following the expiration of such incremental fifteen (15) day grace period in the case of a delay or failure of performance described in paragraph (e) or (f) above, the applicable delay or failure of performance remains outstanding but the Servicer continues to work diligently to remedy such delay or failure of performance, then, with the consent of the Administrative Agent in its sole discretion the grace period may be extended for a further thirty (30) days. The preceding sentences will not relieve the Servicer from compliance

with its obligations pursuant to Section 7.03(g) hereunder or from otherwise using all commercially reasonable efforts to perform its obligations in a timely manner in accordance with the terms of this Agreement and the Servicer shall provide the Administrative Agent, the Securities Intermediary and the Backup Servicer with an Officer's Certificate giving prompt notice of such failure or delay, together with a description of its efforts to perform its obligations.

Section 7.14. Appointment of Successor Servicer.

(a) On and after the receipt by the Servicer of a Servicer Termination Notice, the Servicer shall continue to perform all servicing functions under this Agreement and under the 2023-1B SUBI Servicing Agreement until the date specified in the Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders) in writing or, if no such date is specified in such Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders), until a date mutually agreed upon by the Servicer, the Backup Servicer (if the Backup Servicer becomes the Successor Servicer) and the Administrative Agent (acting at the direction of the Required Lenders); *provided, however*, that the Backup Servicer (if the Backup Servicer becomes the Successor Servicer) shall use its best efforts to effect the transition of the servicing and will assume the duties of the Servicer no more than 45 days after receipt by the Servicer and the Backup Servicer of the Servicer Termination Notice. The Administrative Agent (acting at the direction of the Required Lenders) shall, at the time described in the immediately preceding sentence, appoint the Backup Servicer as the Successor Servicer hereunder and under the 2023-1B SUBI Servicing Agreement, and the Backup Servicer shall on such date assume all duties, liabilities and obligations of the Servicer hereunder and under the 2023-1B SUBI Servicing Agreement from and after such date, and all authority and power of the Servicer under this Agreement and under the 2023-1B SUBI Servicing Agreement shall pass to and be vested in the Backup Servicer except to the extent otherwise set forth herein.

(b) In the event that the Administrative Agent (acting at the direction of the Required Lenders) does not so appoint the Backup Servicer to succeed the Servicer as Servicer hereunder and under the 2023-1B SUBI Servicing Agreement or the Backup Servicer is unable to assume such obligations on the date specified, the Administrative Agent (acting at the direction of the Required Lenders) shall as promptly as possible appoint a different entity to be the Successor Servicer, and such Successor Servicer shall accept its appointment by a written assumption agreement in a form acceptable to the Administrative Agent (acting at the direction of the Required Lenders) provided, however, that if the Administrative Agent (acting at the direction of the Required Lenders) designates as Successor Servicer any Person other than the Backup Servicer, the Administrative Agent shall provide ten (10) Business Days' prior written notice to each Rating Agency, if any. In the event that a Successor Servicer has not accepted its appointment at the time when the Servicer ceases to act as Servicer, the Administrative Agent (acting at the direction of the Required Lenders) shall petition a court of competent jurisdiction to appoint any established financial institution having a net worth of not less than \$50,000,000, that meets (or the parents of which meets) the Long-Term Ratings Requirement and whose regular business includes the servicing of consumer loans as the Successor Servicer hereunder and under the 2023-1B SUBI Servicing Agreement.

(c) The Administrative Agent (acting at the direction of the Required Lenders) shall

have the same rights of removal and termination for cause with respect to any Successor Servicer as with respect to Regional Management as the Servicer.

(d) All reasonable costs and expenses (including attorneys' fees and disbursements) incurred by the Backup Servicer and Successor Servicer in connection with the transfer and assumption of servicing obligations hereunder and under the 2023-1B SUBI Servicing Agreement from the Servicer to the Backup Servicer or Successor Servicer, converting the Servicer's data to such Person's computer system and amending this Agreement to reflect such succession as Servicer pursuant to this Section shall be paid by the predecessor Servicer upon presentation of a written invoice setting forth reasonable transition expenses not exceeding \$250,000 (the "Transition Expenses") in the aggregate as to all such Persons. In no event shall the Successor Servicer be responsible for any Transition Expenses. If the predecessor Servicer fails to pay the Transition Expenses, the Transition Expenses shall be payable pursuant to Section 2.08.

(e) Upon the termination and removal of the Servicer and the assumption by the Successor Servicer hereunder and under the 2023-1B SUBI Servicing Agreement, the predecessor Servicer shall cooperate with the Successor Servicer in effecting the termination of the rights and responsibilities of the predecessor Servicer under this Agreement and under the 2023-1B SUBI Servicing Agreement, including the transfer to the Successor Servicer for administration by it of all Collections that shall at the time be held by the predecessor Servicer for deposit, or shall thereafter be received, with respect to a Receivable, the Collection Account, the Reserve Account and Servicer Files and other records maintained by the Servicer.

(f) Upon its appointment, the Successor Servicer shall be the successor in all respects to the Servicer with respect to servicing functions under this Agreement and under the 2023-1B SUBI Servicing Agreement and shall be subject to all the responsibilities, duties and liabilities relating thereto placed on the Servicer by the terms and provisions hereof, be entitled to the rights, protections, indemnities and immunities, of the Servicer hereunder and thereunder, and all references in this Agreement and under the 2023-1B SUBI Servicing Agreement to the Servicer shall be deemed to refer to the Successor Servicer; provided, however, notwithstanding anything else contained herein or therein, the Backup Servicer, as Successor Servicer, and its successors or assigns, shall have (i) no liability with respect to any obligation which was required to be performed by the predecessor Servicer prior to the date that the successor Servicer becomes the Servicer or any Subservicer or any claim of a third party based on any alleged action or inaction of the predecessor Servicer, (ii) no obligation to perform any purchase, repurchase, allocation or reallocation (with respect to the assets of the Trust, the UTI, the 2023-1B SUBI or any other SUBI), reimbursement or advancing obligations, if any, of the Servicer or any Subservicer, (iii) no obligation to pay any taxes required to be paid by the Servicer or any Subservicer, (iv) no obligation to pay any of the fees and expenses of any other party involved in this transaction and (v) no liability or obligation with respect to any Servicer or any Subservicer indemnification, defense or hold harmless obligations of any prior Servicer or Subservicer including the initial Servicer. The indemnification obligations of the Backup Servicer, upon becoming a successor Servicer are expressly limited to those instances of gross negligence, bad faith or willful misconduct of the Backup Servicer in its role as Successor Servicer. Furthermore, without limiting the generality of the foregoing, the Backup Servicer as Successor Servicer shall not be required to service the Receivables in accordance with the Collection Policy of the initial

Servicer, but rather in accordance with the customary and usual servicing, administration and collection practices and procedures used by servicing companies of comparable experience to the Backup Servicer for servicing personal loans comparable to the Receivables which the Backup Servicer services for others, and shall do so in accordance with industry standards applicable to the performance of such services, and with the same degree of care as it applies to the performance of such services for any similar assets which the Backup Servicer services for similar accounts that it holds for others, as the same may be amended, supplemented or otherwise modified from time to time. Additionally, if the Backup Servicer becomes the Successor Servicer, the duties and obligations of the Servicer contained in this Agreement and the 2023-1B SUBI Servicing Agreement shall be deemed modified as follows: (i) any provision in any such agreement providing that the Servicer shall take or omit to take any action, or shall have any obligation to do or not do any other thing, upon its “knowledge” (or any derivation thereof), “discovery” (or any derivation thereof), “awareness” (or any derivation thereof) or “learning” (or any derivation thereof) shall be interpreted as the actual knowledge of a Responsible Officer of such Successor Servicer or such Responsible Officer’s receipt of a written notice thereof, (ii) such Successor Servicer shall not be liable for any claims, liabilities or expenses relating to the engagement of any accountants or any report issued in connection with such engagement and dissemination of any such report of any accountants appointed by it (except to the extent that any such claims, liabilities or expenses are caused by such Successor Servicer’s gross negligence or willful misconduct) pursuant to the provisions of any Basic Document, and the dissemination of such report shall if applicable, be subject to the consent of such accountants, (iii) such Successor Servicer shall have no obligation to provide investment direction pursuant to this Agreement, the Trust Agreement, any SUBI Supplement (including the 2023-1B SUBI Supplement) or any other Basic Document requiring investment direction from the Servicer, (iv) such Successor Servicer shall not be required to obtain a determination or resolutions by its board of directors with respect to its resignation, and (v) such Successor Servicer shall in no event be obligated to assume, or be deemed to have assumed, the duties, obligations or liabilities of any Person other than the Servicer, solely in its capacity as Servicer under this Agreement and the 2023-1B SUBI Servicing Agreement; it being understood and agreed that, without limiting the generality of the foregoing, such Successor Servicer shall have no (a) duty, obligation or liability under the Trust Agreement or any SUBI Supplement thereunder, including the 2023-1B SUBI Supplement (including any duty, obligation or liability to any settlor or any holder of any beneficial interest), (b) duty or obligation to supervise, monitor, control, administer or manage the Trust or any series thereof or to direct, advise, account to or instruct any trustee under the Trust or any such series for any purpose or reason (except that the foregoing shall not excuse the Successor Servicer from performing any duties or obligations relating to the servicing of 2023-1B SUBI Assets that it is expressly obligated to perform under the 2023-1B SUBI Servicing Agreement), (c) duty or obligation to hold records with respect to or on behalf of the Trust or any such series (including the 2023-1B SUBI), except for records relating to the servicing of the 2023-1B SUBI Assets, (d) duty or obligation to do or perform any act of or on behalf of the Trust or any SUBI (including the 2023-1B SUBI) (or any trustee of any of the foregoing), including the preparation or delivery for execution or filing thereby of any documents, instruments, reports or information, except any duties or obligations relating to servicing of the 2023-1B SUBI Assets that it is expressly obligated to perform under the 2023-1B SUBI Servicing Agreement, or (e) duty or obligation to commence, defend against or otherwise participate in any legal proceeding relating to or involving the protection or

enforcement of the interests of the Trust, any SUBI (including the 2023-1B SUBI), or any holder of any beneficial interest in or any trustee of any of the foregoing, except any duties or obligations relating to servicing of the 2023-1B SUBI Assets that it is expressly obligated to perform under the 2023-1B SUBI Servicing Agreement.

(g) All authority and power granted to the Servicer under this Agreement and under the 2023-1B SUBI Servicing Agreement shall automatically cease and terminate upon termination of the Servicer as servicer and shall pass to and be vested in the Administrative Agent and the Administrative Agent is hereby authorized and empowered to execute and deliver, on behalf of the Servicer, as attorney-in-fact or otherwise, all documents and other instruments, and to do and accomplish all other acts or things necessary or appropriate to effect the purposes of such transfer of servicing rights. The Servicer agrees to cooperate with the Borrower in effecting the termination of the responsibilities and rights of the Servicer to conduct servicing of the Receivables.

(h) The Administrative Agent may, solely for purposes of establishing the fee to be paid to the Backup Servicer or any other Successor Servicer after a notice of removal of the Servicer pursuant to this Article, solicit written bids (such bids to include a proposed servicer fee and servicing transfer costs) from not less than three entities experienced in the servicing of consumer loan receivables similar to the Receivables and that are not Affiliates of the Servicer or the Borrower and are reasonably acceptable to the Administrative Agent (acting at the direction of the Required Lenders). Any such written solicitation shall prominently indicate that bids should specify any applicable subservicing fees required to be paid from the Servicing Fee and that any fees and transfer costs in excess of the Servicing Fee shall be paid by the Borrower from amounts received pursuant to Section 2.08. The Borrower may also solicit additional bids from other such entities. The Successor Servicer shall act as Servicer hereunder and under the 2023-1B SUBI Servicing Agreement and shall, subject to the availability of sufficient funds in the Collection Account pursuant to Section 2.08 (up to the Servicing Fee), receive as compensation therefor a fee equal to the fee proposed in the bid so solicited which provides for the lowest combinations of servicing fee and transition costs, as reasonably determined by the Administrative Agent (acting at the direction of the Required Lenders) and may revise the percentage used to calculate the Servicing Fee, which, if the Backup Servicer is not the Successor Servicer, may be adjusted in the sole discretion of the Administrative Agent (acting at the direction of the Required Lenders).

Section 7.15. Merger or Consolidation, Assumption of Obligations or Resignation, of the Servicer

. Any Person (a) into which the initial Servicer may be merged or consolidated in accordance with Section 6.05(b), (b) which may result from any merger or consolidation to which the initial Servicer may be a party in accordance with Section 6.05(b), (c) which may succeed to the properties and assets of the initial Servicer substantially as a whole or (d) which may succeed to the duties and obligations of the initial Servicer under this Agreement following the resignation of the Servicer, which Person executes an agreement of assumption acceptable to the Administrative Agent (acting at the direction of the Required Lenders) to perform every obligation of the Servicer hereunder, shall, with the prior written consent of the Administrative Agent (acting at the direction of the Required Lenders), be the successor to the Servicer under

this Agreement without further act on the part of any of the parties to this Agreement; provided, however, that:

- (i) prior written notice of such consolidation, merger, succession or resignation shall be delivered by the initial Servicer to the Administrative Agent, each Lender and the Securities Intermediary;
- (ii) immediately after giving effect to such consolidation, merger, succession or resignation, no Servicer Termination Event and no event which after notice or lapse of time, or both, would become a Servicer Termination Event shall have occurred and is continuing;
- (iii) no Event of Default, Unmatured Event of Default or Facility Amortization Event would occur as result of such consolidation, merger, succession or resignation;
- (iv) the initial Servicer shall have delivered to the Borrower, the Administrative Agent and each Lender an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger, succession or resignation and such agreement of assumption comply with this Section and that all conditions precedent provided for in this Agreement and the other Basic Documents to which it is a party relating to such transaction have been complied with; and
- (v) the Servicer shall have delivered to the Borrower, the Administrative Agent and each Lender an Opinion of Counsel to the effect that either: (A) in the opinion of such counsel, all financing statements, continuation statements and amendments and notations on Certificates of Title thereto have been executed and filed that are necessary to preserve and protect the interest of the Borrower and the Secured Parties in the Receivables and the other Collateral and reciting the details of such filings or (B) no such action shall be necessary to preserve and protect such interest.

Section 7.16. Computershare as Successor Servicer

. In the event that Computershare becomes the Successor Servicer hereunder following the termination of Regional Management as Servicer, the following shall apply with respect to Computershare, as Successor Servicer:

- (a) Servicing Fee. At all times that Computershare or another Person is acting as Successor Servicer hereunder, the "Servicing Fee Rate" shall mean the greater of (i) 4.75% per annum and (ii) the average of three (3) bids obtained by the Administrative Agent (acting at the direction of the Required Lenders) based upon then current market conditions, pursuant to the first two sentences of Section 7.14(h); provided, that the Successor Servicer shall provide prompt written notice of such Servicing Fee Rate to the Rating Agencies, if any.
- (b) Covenants; Representations and Warranties. The covenants and representations and warranties of Regional Management, as Servicer, shall apply to Computershare as Successor Servicer but shall be deemed modified to the extent necessary to apply to Computershare; provided, however, that prior to or promptly

following the Assumption Date, applicable modifications and amendments shall be agreed upon by Computershare and the Administrative Agent, as contemplated by Section 7.16(f).

(c) Delegation of Duties. Notwithstanding anything herein to the contrary, Computershare as Successor Servicer may, without prior notice or consent, delegate any or all of its duties and obligations hereunder to one or more Subservicers; provided, however, that Computershare as Successor Servicer shall at all times remain responsible for the performance of such duties and obligations.

(d) Servicer Obligations.

(i) Computershare, in any of its capacities hereunder, shall have no obligation to provide investment directions pursuant to Section 2.11 or any other Section requiring investment directions from the Servicer.

(ii) Computershare, in any of its capacities hereunder, shall not be responsible for any deficiency collections or enforcement of the Borrower's rights under the First Tier Master Purchase Agreement or Second Tier Purchase Agreement, as set forth in Section 7.03(c)(i). The Administrative Agent hereby agrees to enforce the rights of the Borrower under the Second Tier Purchase Agreement.

(e) Termination. Computershare, as Successor Servicer, shall only be terminated in accordance with this subsection and "Servicer Termination Events" shall mean and refer to the following on and after the Assumption Date:

(i) Computershare, as Successor Servicer, shall fail to make any payment, transfer or deposit as required under this Agreement;

(ii) Computershare shall fail to observe or perform in any material respect any other covenant or agreement of the Successor Servicer as set forth in this Agreement;

(iii) material breach of a representation, warranty or certification by Computershare made by it in its role as Servicer under this Agreement; or

(iv) an Insolvency Event shall occur with respect to Computershare.

Upon the occurrence and continuation of a Servicer Termination Event, the Administrative Agent shall notify Computershare of such Servicer Termination Event and Computershare shall have 60 days thereafter to cure such breach. Should Computershare fail to cure such breach, then upon the lapse of 60 days thereafter or at such later time specified by the Administrative Agent (acting at the direction of the Required Lenders), Computershare shall be removed as Servicer and a new Successor Servicer shall be appointed in accordance with Section 7.14.

The Administrative Agent, with the consent of the Required Lenders, may

terminate Computershare as Successor Servicer hereunder in its sole discretion, upon 90 days' prior written notice to Computershare.

(f) Amendment. Prior to or promptly following the Assumption Date, the parties to this Agreement will enter into one or more amendments or supplements acceptable in form and content to the Backup Servicer and the Administrative Agent (acting at the direction of the Required Lenders), providing for such modifications of this Agreement as are necessary to permit the Backup Servicer to fulfill its responsibilities hereunder as Successor Servicer.

Section 7.17.Responsibilities of the Borrower

. Anything herein to the contrary notwithstanding, the Borrower shall (i) perform or shall cause the Servicer to perform all of its obligations under the Receivables to the same extent as if a security interest in such Receivables had not been granted hereunder, and the exercise by the Administrative Agent of its rights hereunder shall not relieve the Borrower from such obligations and (ii) pay prior to becoming delinquent, from funds available to the Borrower under Section 2.08, any Taxes of the Borrower, including any sales taxes payable in connection with the Receivables and their creation and satisfaction. No Secured Party shall have any obligation or liability with respect to any Receivable, nor shall any of them be obligated to perform any of the obligations of the Borrower thereunder.

Section 7.18.Servicing Centralization Event

. Upon the occurrence of a Servicing Centralization Event, the Servicer shall promptly send written notice thereof to the parties hereto, and the Backup Servicer and the Servicer shall work with the Administrative Agent and the Lenders to put into effect the items described on Schedule G, together with such other items as may reasonably be agreed upon between the Backup Servicer, the Administrative Agent and the Lenders.

ARTICLE 8

THE BACKUP SERVICER

Section 8.01. Designation of the Backup Servicer.

(a) The backup servicing role with respect to the Receivables shall be conducted by the Person appointed to act as Backup Servicer hereunder from time to time in accordance with this Section.

(b) The Borrower, the Trust and the Administrative Agent, on behalf of the Secured Parties, each hereby appoints and directs Computershare to act as Backup Servicer, for the benefit of the Administrative Agent and the Secured Parties. Computershare hereby accepts such appointment and agrees to perform the duties and obligations with respect thereto set forth herein. Computershare will perform its obligations as Backup Servicer through its Corporate Trust Services department (including, as applicable, any agents or Affiliates utilized thereby).

(c) Until the receipt by Computershare of a notice from the Administrative Agent of the designation of a new Backup Servicer pursuant to Section 8.04, Computershare agrees that it will not terminate its activities as Backup Servicer hereunder except in accordance with Section 8.05.

(d) Upon the occurrence of a Servicer Termination Event, the Administrative Agent (acting at the direction of the Required Lenders) may designate the Backup Servicer to act as Successor Servicer for the benefit of the Secured Parties. The Backup Servicer shall accept such appointment and agree to perform the duties and obligations with respect thereto set forth herein, subject to the terms hereof.

Section 8.02. Duties of the Backup Servicer

. From the Closing Date until the earlier of (i) its removal pursuant to Section 8.04, (ii) its resignation in accordance with the provisions of Section 8.05, (iii) its appointment as Successor Servicer pursuant to Section 7.14(a) or (iv) the Facility Termination Date, the Backup Servicer shall perform, on behalf of the Secured Parties, the duties and obligations set forth in Section 7.09.

Section 8.03. Backup Servicing Compensation

. As compensation for its backup servicing activities hereunder, the Backup Servicer shall be entitled to receive the Backup Servicing Fee from the Borrower. The Backup Servicer shall be entitled to receive its Backup Servicing Fee to the extent of funds available therefor pursuant to Section 2.08. The Backup Servicer's entitlement to receive the Backup Servicing Fee shall cease on the earliest to occur of (i) it becoming the Successor Servicer, (ii) its removal as Backup Servicer pursuant to Section 8.04, (iii) its resignation in accordance with the provisions of Section 8.05 and (iv) the termination of this Agreement.

Section 8.04. Backup Servicer Removal

. The Backup Servicer may be removed in connection with a breach by the Backup Servicer in any material respect of any representation, warranty or covenant of the Backup Servicer under this Agreement, or otherwise in the discretion of the Administrative Agent (acting at the direction of the Required Lenders), by 30 days' prior notice given in writing and delivered to the Backup Servicer from the Administrative Agent (acting at the direction of the Required Lenders) (the "Backup Servicer Termination Notice"). On and after the receipt by the Backup Servicer of the Backup Servicer Termination Notice, the Backup Servicer shall continue to perform all backup servicing functions under this Agreement until the date specified in the Backup Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders) in writing or, if no such date is specified in the Backup Servicer Termination Notice or otherwise specified by the Administrative Agent (acting at the direction of the Required Lenders), until a date mutually agreed upon by the Backup Servicer and the Administrative Agent (acting at the direction of the Required Lenders).

Section 8.05. The Backup Servicer Not to Resign

. The Backup Servicer shall resign only with the prior written consent of the Administrative Agent and the Required Lenders or if the Backup Servicer provides an Opinion of Counsel to the Administrative Agent to the effect that the Backup Servicer is no longer permitted by Applicable Law to act as Backup Servicer hereunder. No termination or resignation of the Backup Servicer hereunder shall be effective until a successor Backup Servicer, acceptable to the Administrative Agent (acting at the direction of the Required Lenders) has accepted its appointment as successor Backup Servicer hereunder and has agreed to be bound by the terms of this Agreement. If, however, a successor Backup Servicer is not appointed by the Administrative Agent and the Required Lenders within 30 days after the giving of notice of resignation or termination, the Backup Servicer may petition a court of competent jurisdiction for the appointment of a successor Backup Servicer, with the cost of such petition (including attorneys' fees and expenses and court costs) to be borne by the Borrower.

Section 8.06. Covenants of the Backup Servicer.

(a) Affirmative Covenants. From the date of its appointment until the Facility Termination Date:

(i) Compliance with Law. The Backup Servicer will comply in all material respects with all Applicable Laws and all of its obligations under this Agreement.

(ii) Preservation of Existence. The Backup Servicer will preserve and maintain its existence, rights, franchises and privileges in the jurisdiction of its formation, and qualify and remain qualified and validly existing under federal laws where the failure to preserve and maintain such existence, rights, franchises, privileges and qualification has had, or would reasonably be expected to have, a Material Adverse Effect.

(iii) Governmental Authority. If the Backup Servicer becomes the Successor Servicer, then the Successor Servicer shall notify the Administrative Agent and each Lender of any material final fines, penalties or sanctions imposed by any Governmental Authority (including the CFPB) against the Backup Servicer, as Successor Servicer, that

would reasonably be expected to have a material adverse effect on the Receivables within thirty (30) days of such occurrence.

(b) Negative Covenant. From the date of its appointment until the Facility Termination Date, the Backup Servicer will not make any changes to the Backup Servicing Fee without the prior written approval of the Administrative Agent (acting at the direction of the Required Lenders) and, so long as no Event of Default or Servicer Termination Event has occurred, the Borrower.

Section 8.07. Merger of the Backup Servicer

. Any Person into which the Backup Servicer (in such capacity or in its capacity as Successor Servicer) may be merged or converted or with which it may be consolidated, or any Person resulting from any merger, conversion or consolidation to which the Backup Servicer shall be a party, or any Person succeeding to all or substantially all of the corporate trust services business of the Backup Servicer, shall be the successor of the Backup Servicer under this Agreement, without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.08. Privilege

. The Backup Servicer shall be entitled to any right, protection, privilege or indemnity afforded to the Securities Intermediary under the terms of this Agreement, *mutatis mutandis*.

ARTICLE 9

[RESERVED]

ARTICLE 10

EVENTS OF DEFAULT

Section 10.01. Events of Default.

(a) Each of the following events shall constitute an “Event of Default”:

(i) the Borrower shall fail to make any payment of Interest, any Unused Commitment Fees, or principal, in each case when due and without giving effect to the availability of funds and such failure continues unremedied for two (2) Business Days after the date such payment was due;

(ii) a failure to pay all Aggregate Unpaid by the Maturity Date;

(iii) a failure on the part of the Borrower to make any payment, transfer or deposit required by the terms of any Basic Document (other than as set forth in clauses (i) and (ii) above) on the day such payment or deposit is required to be made, which default or failure continues unremedied for three (3) Business Days after the earlier of (i) receipt of written notice of such failure by the Borrower from the Administrative Agent or any Lender or (ii) actual knowledge of such failure by a Responsible Officer of the Borrower;

(iv) after giving effect to the allocation of funds pursuant to Section 2.08, the Loans Outstanding exceeds the Borrowing Base (calculated as of the related Determination Date, or, with respect to Receivables added to the Collateral following such Determination Date but prior to such Payment Date or Securitization Date, the related Cutoff Date), which condition continues unremedied for two (2) Business Days; provided, that if such event is due solely to a decrease in the Advance Rate due to the occurrence of a Level I Trigger Event, such event will not constitute an Event of Default if cured by the second Payment Date after the occurrence of such Level I Trigger Event but, for the avoidance of doubt, such event shall constitute an Unmatured Event of Default hereunder until such event is cured by the Borrower;

(v) on any Payment Date, after giving effect to the allocation of funds pursuant to Section 2.08, the amount on deposit in the Reserve Account is less than the Reserve Account Required Amount, and such deficiency has not been cured prior to or on the next Payment Date, Funding Date or Release Date (provided that for the avoidance of doubt, an Advance may cure such deficiency);

(vi) a failure by the Borrower or Regional Management to duly perform or observe any term, covenant or agreement of the Borrower or Regional Management contained in this Agreement or any other Basic Document and such failure remains unremedied for 30 calendar days (or such longer period not in excess of 60 days as may be reasonably necessary to remedy that failure; provided that such failure is capable of remedy within 60 days) after the earlier to occur of (i) actual knowledge of such failure by a Responsible Officer of the Borrower or Regional Management, as applicable and (ii) receipt of a written notice of such failure from the Administrative Agent, any Agent, any Lender or the Backup Servicer;

(vii) any representation, warranty or certification made or deemed to be made by the Borrower or Regional Management under this Agreement or any other Basic Document, or any Monthly Report, any Monthly Loan Tape or other information required to be given by the Borrower or Regional Management to the Administrative Agent or any Lender, shall prove to have been false or incorrect in any material respect when made or deemed made or delivered, and which remains unremedied for 30 calendar days after the earlier to occur of (A) actual knowledge thereof by a Responsible Officer of the Borrower or Regional Management, as applicable, and (B) receipt of a written notice of such failure from the Administrative Agent, any Agent or any Lender;

(viii) the occurrence of an Insolvency Event (which, if involuntary, remains unstayed for more than 45 days) relating to any Regional Management Entity;

(ix) a breach of any Financial Covenant shall have occurred;

(x) a Servicer Termination Event shall have occurred;

(xi) a failure on the part of the Borrower to enter into a Hedge Transaction when required under this Agreement;

(xii) the Borrower shall become (A) an “investment company” within the meaning of the Investment Company Act or (B) a “covered fund” as defined in the Volcker Rule;

(xiii) a regulatory, tax or accounting body has ordered that the activities of the Borrower or any Affiliate of the Borrower contemplated hereby be terminated or, as a result of any other event or circumstance, the activities of the Borrower or any Affiliate of the Borrower contemplated hereby may reasonably be expected to cause the Borrower or any of its respective Affiliates to suffer materially adverse regulatory, accounting or tax consequences;

(xiv) any material adverse change in the operations of the Servicer, Regional Management, the Borrower or any other event which materially affects the ability of the Servicer, Regional Management or the Borrower to either collect the Receivables or to perform its obligations under any Basic Document to which it is a party;

(xv) the IRS shall file notice of a Lien pursuant to Section 6323 of the Code with regard to any assets of the Borrower or Regional Management and such lien shall not have been released within five (5) Business Days after the earlier of the Borrower or Regional Management having actual knowledge thereof or written notice thereof from the Administrative Agent or any Lender, or the Pension Benefit Guaranty Corporation shall file notice of a Lien pursuant to Section 4068 of ERISA or under Section 430(k) of the Code with regard to any of the assets of the Borrower or Regional Management and such Lien shall not have been released or stayed within 30 days after the earlier of the Borrower or Regional Management having actual knowledge thereof or written notice thereof from the Administrative Agent or any Lender;

(xvi) the Administrative Agent shall fail for any reason to have a first priority

perfected security interest in any material portion of the Collateral (subject to Permitted Liens), which failure shall continue for five (5) Business Days after the earlier of the Borrower or the Servicer having actual knowledge thereof or the Borrower or the Servicer having received written notice thereof from the Administrative Agent or any Lender;

(xvii) a Change in Control shall occur;

(xviii) except as permitted under this Agreement with respect to the Servicer, the Servicer, Regional Management or the Borrower shall enter into any transaction or merger whereby it is not the surviving entity or the Borrower shall enter into any merger;

(xix) an event of default occurs under any agreement of any Regional Management Entity in connection with any Indebtedness of \$50,000 or more (in the case of the Borrower), or \$7,500,000 or more (in the case of Regional Management or any of its Subsidiaries other than the Borrower) and such Indebtedness is accelerated (automatically or otherwise) by the requisite holders of such Indebtedness;

(xx) the Regional Management Entities (individually and in the aggregate) shall have one or more final nonappealable judgments entered against it by a court of competent jurisdiction, enter into one or more settlements or have a penalty or fine assessed against it by any Governmental Authority, in excess of, in the aggregate, \$13,500,000 and, in the case of the Borrower, \$50,000; or

(xxi) any Basic Document shall cease to be in full force and effect (other than in accordance with its terms) or any Regional Management Entity shall so assert in writing or otherwise seek to terminate or disaffirm its obligations under any Basic Document.

(b) Upon the occurrence of any Event of Default, the Administrative Agent shall, at the request of the Required Lenders, by notice to the Borrower (with a copy to the Securities Intermediary), declare the Maturity Date to have occurred, without demand, protest or future notice of any kind, all of which are hereby expressly waived by the Borrower, and, upon such declaration, the Loans and all other amounts owing by the Borrower under this Agreement shall be accelerated and become immediately due and payable; provided, that in the event that an Event of Default described in Section 10.01(a)(ii) or 10.01(a)(viii) has occurred, the Maturity Date shall automatically occur, without demand, protest or any notice of any kind, all of which are hereby expressly waived by the Borrower.

(c) Upon the occurrence of an Event of Default, the Revolving Period shall terminate and no further Loans will be made.

Section 10.02. Actions Upon Declaration or the Automatic Occurrence of the Maturity Date

. Upon the declaration or the automatic occurrence of the Maturity Date, the Administrative Agent shall, at the direction of the Required Lenders, exercise in respect of the Collateral, in addition to any and all other rights and remedies otherwise available to it, including rights available hereunder and the rights and remedies of a secured party upon default under the UCC

(such rights and remedies to be cumulative and nonexclusive), and, in addition, the Administrative Agent shall, at the direction of the Required Lenders, take the following remedial actions:

(a) The Administrative Agent may, without notice to the Borrower except as required by Applicable Law and at any time or from time to time, charge, set-off and otherwise apply all or any part of the Loans Outstanding, any Interest accrued thereon, including Interest owed and not paid previously, and or any other amount due and owing to any Secured Party against amounts payable to the Borrower from the Accounts or any part of such Accounts in accordance with and subject to the priorities required by Section 2.08.

(b) The Administrative Agent may take any action permitted under the Basic Documents and may exercise at the Borrower's sole expense any and all rights and remedies of the Borrower under or in connection with the Collateral, including directing that Collections be deposited into an account specified by the Administrative Agent (acting at the direction of the Required Lenders) (rather than to the Collection Account).

(c) Consistent with the rights and remedies of a secured party under the UCC (and except as otherwise required by the UCC), the Administrative Agent may, without notice except as specified below, foreclose on the Collateral or any part of the Collateral, solicit and accept bids for and sell the Collateral or any part of the Collateral in one or more parcels at public or private sale, at any exchange, broker's board or at the Administrative Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as the Administrative Agent may deem commercially reasonable and the Administrative Agent shall apply the proceeds from the sale of the Collateral to any amounts payable by the Borrower with respect to the Obligations in accordance with the priorities required by Section 2.08. Notwithstanding the foregoing, the Administrative Agent may not sell or otherwise liquidate the Collateral or any part of the Collateral, at the direction of the Required Lenders following an Event of Default, other than an Event of Default described in Section 10.01(a)(i) or 10.01(a)(ii), unless: (A) 66 2/3% of the Lenders consent thereto, (B) the proceeds of such sale or liquidation will be sufficient to pay in full the Loans Outstanding and all accrued but unpaid interest on such Loans Outstanding or (C) the Administrative Agent determines that the Collateral will not continue to provide sufficient funds for the payment of principal and interest on the Loans as they would have become due if the Loans had not been declared immediately due and payable, and the Administrative Agent obtains the consent of the Required Lenders. The Borrower agrees that, to the extent notice of sale shall be required by Applicable Law, at least seven (7) Business Days' notice to the Borrower (with a copy to each Secured Party) of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. The Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. The Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed for such sale, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Every such sale shall operate to divest all right, title, interest, claim and demand whatsoever of the Borrower in and to the Collateral so sold, and shall be a

perpetual bar, both at law and in equity, against the Borrower or any Person claiming the Collateral sold through the Borrower and its successors or assigns.

(d) Upon the completion of any sale under Section 10.02(c), the Borrower will deliver or cause to be delivered all of the Collateral sold to the purchaser or purchasers at such sale on the date of sale, or within a reasonable time thereafter if it shall be impractical to make immediate delivery, but in any event full title and right of possession to such property shall pass to such purchaser or purchasers forthwith upon the completion of such sale. Nevertheless, if so requested by the Administrative Agent or by any purchaser, the Borrower shall confirm any such sale or transfer by executing and delivering to such purchaser all proper instruments of conveyance and transfer and release as may be designated in any such request.

(e) At any sale under Section 10.02(c), Regional Management or any Secured Party may bid for and purchase the property offered for sale and, upon compliance with the terms of sale, may hold, retain and dispose of such property without further accountability therefor. Any Secured Party purchasing property at a sale under Section 10.02(c) may set off the purchase price of such property against amounts owing to such Secured Party in full payment of such purchase price up to the full amount owing to such Secured Party.

(f) The Administrative Agent (acting at the direction of the Required Lenders) may direct the Servicer to direct Collections to an account other than the Lockbox (if applicable and as defined in Schedule G hereto) or the Collection Account. The Administrative Agent and the Servicer agree to cooperate in good faith to provide the Servicer access to the information relating to the Collections deposited into such account in order for the Servicer to perform its related duties hereunder.

Section 10.03. Exercise of Remedies

. No failure or delay on the part of the Administrative Agent to exercise any right, power or privilege under this Agreement and no course of dealing between the Borrower or the Servicer, on the one hand, and the Administrative Agent, any Agent or Secured Party, on the other hand, shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege under this Agreement preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. The rights and remedies expressly provided in this Agreement are cumulative and not exclusive of any rights or remedies which the Secured Parties would otherwise have pursuant to Applicable Law or equity. No notice to or demand on any party in any case shall entitle such party to any other or further notice or demand in similar or other circumstances, or constitute a waiver of the right of the other party to any other or further action in any circumstances without notice or demand.

Section 10.04. Waiver of Certain Laws

. The Borrower agrees, to the full extent that it may lawfully so agree, that neither it nor anyone claiming through or under it will set up, claim or seek to take advantage of any appraisal, valuation, stay, extension or redemption law now or hereafter in force in any locality where any

Collateral may be situated in order to prevent, hinder or delay the enforcement or foreclosure of this Agreement, or the absolute sale of any of the Collateral or any part thereof, or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers thereof, and the Borrower, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may be lawful so to do, the benefit of all such Applicable Laws, and any and all right to have any of the properties or assets constituting the Collateral marshaled upon any such sale, and agrees that the Administrative Agent or any court having jurisdiction to foreclose the security interests granted in this Agreement may sell the Collateral as an entirety or such parcels as the Administrative Agent or such court may determine.

Section 10.05. Power of Attorney

. The Borrower hereby irrevocably appoints the Administrative Agent its true and lawful attorney (with full power of substitution) in its name, place and stead and at its expense, upon the occurrence and during the continuance of an Event of Default and deemed occurrence or declaration of the Maturity Date pursuant to Section 10.01(b), in connection with the enforcement of the rights and remedies provided for in this Article, including (i) to give any necessary receipts or acquittance for amounts collected or received hereunder, (ii) to make all necessary transfers of the Collateral in connection with any sale or other disposition made pursuant hereto, (iii) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, the Borrower thereby ratifying and confirming all that such attorney (or any substitute) shall lawfully do hereunder and pursuant hereto and (iv) to sign any agreements, orders or other documents in connection with or pursuant to any Basic Document. Nevertheless, if so requested by the Administrative Agent, directly or through a purchaser of any of the Collateral, the Borrower shall ratify and confirm any such sale or other disposition by executing and delivering to the Administrative Agent or such purchaser all proper bills of sale, assignments, releases and other instruments as may be designated in any such request.

ARTICLE 11

INDEMNIFICATION

Section 11.01. Indemnities by the Borrower

. Without limiting any other rights which the Administrative Agent, each Agent, each Lender or its assignee, the Backup Servicer, the Securities Intermediary or any of their respective Affiliates may have hereunder or under Applicable Law, the Borrower hereby agrees to indemnify, protect, defend and hold harmless each such entity (each in its capacity as such and in its individual capacity) and each of their respective Affiliates and officers, directors, employees and agents thereof (each, an “Indemnified Party” and collectively, the “Indemnified Parties”) from and against any and all damages, losses, claims, liabilities and related costs and expenses, including reasonable attorneys’ fees, expenses and disbursements (collectively, the “Indemnified Amounts”) awarded against or incurred by, any such Indemnified Party or other non-monetary damages of any such Indemnified Party in connection with, arising out of or as a result of this Agreement or the other Basic Documents, excluding, however, Indemnified Amounts to the extent resulting from the gross negligence, bad faith or willful misconduct on the part of such Indemnified Party (as determined by a court of competent jurisdiction). Without limiting the foregoing, the Borrower shall indemnify the Indemnified Parties for Indemnified Amounts relating to or resulting from:

- (i) any Receivable represented by the Borrower to be an Eligible Receivable which is not at the applicable time, an Eligible Receivable;
- (ii) reliance on any representation or warranty made or deemed made by the Borrower, the Servicer, any of their respective Affiliates or any of their respective officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;
- (iii) the failure by the Borrower or any other Regional Management Entity to comply with any term, provision or covenant contained in this Agreement or any other Basic Document or a failure by the Borrower or any Regional Management Entity to comply with any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Contract or Receivable, or the non-conformity of any Contract with any such Applicable Law and any failure by the Borrower or any other Regional Management Entity to perform its respective duties under the Contracts and Receivables included as part of the Collateral;
- (iv) the failure to vest and maintain vested in the Administrative Agent a valid and enforceable first priority perfected security interest in any or all of the Collateral, except for Permitted Liens;
- (v) the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Law with respect to the Collateral, whether at the time of a Loan or at any

subsequent time and as required by the Basic Documents;

(vi) any dispute, claim, offset or defense (other than the discharge in bankruptcy of the Obligor) of the Obligor to the payment of any Receivable comprising a portion of the Collateral which is, or is purported to be, an Eligible Receivable (including a defense based on the Receivable not being a legal, valid and binding obligation of such Obligor enforceable against it in accordance with its terms);

(vii) any failure by the Borrower or the Servicer to perform its duties or obligations in accordance with the provisions of this Agreement;

(viii) any products liability claim or personal injury or property damage suit or other similar or related claim or action of whatever sort arising out of or in connection with any Receivable;

(ix) the failure by the Borrower to pay when due any Taxes for which the Borrower is liable, including sales, excise or personal property taxes payable in connection with the Collateral;

(x) any repayment by any Agent or a Secured Party of any amount previously distributed in reduction of the Loans Outstanding or payment of Interest, any obligation or any other amount due hereunder or under any Hedging Agreement, in each case which amount such entity believes in good faith is required to be repaid;

(xi) any litigation, proceeding or investigation (a) before any Governmental Authority (1) in respect of any Contract or Receivable, (2) relating to the use of the proceeds of the Loan or (3) related to this Agreement (A) that is not commenced by the Indemnified Party or (B) if so commenced, in which such Indemnified Party is not the prevailing party; provided, that no Indemnified Party shall be entitled to any indemnification for any item described in this clause resulting from such Indemnified Party's gross negligence or willful misconduct or (b) relating to or arising from the Basic Documents, the transactions contemplated hereby and thereby, the use of proceeds of the Loans by the Borrower or any other investigation, litigation or proceeding relating to the Borrower or the Servicer in which any Indemnified Party becomes involved as a result of any of the transactions contemplated by the Basic Documents;

(xii) the use of the proceeds of any Loan;

(xiii) any failure by the Borrower to give reasonably equivalent value to Regional Management in consideration for the transfer by Regional Management to the Borrower of any of the Receivables and the related Collateral or any attempt by any Person to void or otherwise avoid any such transfer under any statutory provision or common law or equitable action, including any provision of any Insolvency Law;

(xiv) the failure of the Borrower to remit to the Servicer Collections remitted to the Borrower in accordance with the terms hereof or the commingling by the Borrower of any Collections with other funds;

(xv) all reasonable and documented fees, costs and expense (including reasonable legal fees and expenses) incurred by any Lender, their respective Credit Providers or the Administrative Agent in connection with entering into or giving or withholding any amendments or supplements or waivers or consents (including review and analysis thereof) with respect to the Basic Documents or any other document or instrument delivered pursuant hereto or thereto (whether or not the same is finally agreed to) if the same is requested by the Borrower or the Servicer, or is required or necessary under the Basic Documents; or

(xvi) any and all civil penalties or fines assessed by OFAC against, and all reasonable costs and expenses (including attorneys' fees and disbursements) incurred in connection with the defense thereof by any Indemnified Party as a result of funding all or any portion of the Loan or the acceptance of payments or of Collateral due under the Basic Documents.

Any amounts subject to the indemnification provisions of Section 11.01 payable by the Borrower shall be paid solely pursuant to the provisions of Section 2.08 in the order and priority set forth therein.

Section 11.02. Indemnities by the Servicer

. Without limiting any other rights which the Indemnified Parties may have hereunder or under Applicable Law, the Servicer hereby agrees to indemnify the Indemnified Parties from and against any and all Indemnified Amounts awarded against or incurred by, any such Indemnified Party or other non-monetary damages of any such Indemnified Party relating to or arising from any of the following, excluding, however, Indemnified Amounts to the extent resulting from the gross negligence, bad faith or willful misconduct on the part of any Indemnified Party:

(i) reliance on any representation or warranty made or deemed made by the Borrower, the Servicer, any of their respective Affiliates or any of their respective officers under or in connection with this Agreement, which shall have been false or incorrect in any material respect when made or deemed made or delivered;

(ii) the failure by the Servicer to comply with (a) any term, provision or covenant contained in this Agreement or any other Basic Document or (b) any term, provision or covenant contained in any agreement executed in connection with this Agreement or any other Basic Document, or with any Applicable Law with respect to any Receivable, the non-conformity of any Receivable with any such Applicable Law and any failure by the Originator to perform its respective duties under the Receivables or (c) any Applicable Law in the operation of Regional Management;

(iii) any failure by the Servicer to perform any of its other duties or obligations in accordance with the provisions of this Agreement or any of the other Basic Documents;

(iv) the failure to vest and maintain vested in the Administrative Agent a valid and enforceable first priority perfected security interest in the Collateral;

(v) the failure to file, or any delay in filing, financing statements or other similar instruments or documents under the UCC of any applicable jurisdiction or other Applicable Laws with respect to the Collateral, whether at the time of a Loan or at any subsequent time and as required by the Basic Documents;

(vi) any litigation, proceeding or investigation (a) before any Governmental Authority (1) in respect of any Receivable included as part of the Collateral, (2) relating to the use of the proceeds of the Loan or (3) related to this Agreement (A) that is not commenced by the Indemnified Party or (B) if so commenced, in which such Indemnified Party is not the prevailing party; provided, that no Indemnified Party shall be entitled to any indemnification for any item described in this clause resulting from such Indemnified Party's gross negligence or willful misconduct or (b) relating to or arising from the Basic Documents, the transactions contemplated hereby and thereby, the use of proceeds of the Loan by the Servicer or any other investigation, litigation or proceeding relating to the Borrower or the Servicer in which any Indemnified Party becomes involved as a result of any of the transactions contemplated by the Basic Documents;

(vii) entering into or giving or withholding any amendments or supplements or waivers or consents (including review and analysis thereof) with respect to the Basic Documents or any other document or instrument delivered pursuant hereto or thereto (whether or not the same is finally agreed to) if the same is requested by the Servicer, or is required or necessary under the Basic Documents;

(viii) any and all civil penalties or fines assessed by OFAC against, and all reasonable costs and expenses (including attorneys' fees and disbursements) incurred in connection with the defense thereof by any Indemnified Party as a result of funding all or any portion of the Loan or the acceptance of payments or of Collateral due under the Basic Documents; or

(ix) the commingling by the Servicer of any Collections with other funds.

Any amounts subject to the indemnification provisions of Section 11.01 payable by the Servicer, to the extent not promptly paid by the Servicer, shall be paid pursuant to the provisions of Section 2.08.

Section 11.03. General Indemnity Provisions

. Notwithstanding the foregoing, in no event shall any Indemnified Party be indemnified against Excluded Taxes, any other Taxes for which the Borrower was required to indemnify a Secured Party pursuant to Section 2.14 or, except as otherwise provided herein, (i) nonpayment by an Obligor of an amount due and payable with respect to a Contract or (ii) any loss in value of any Permitted Investment due to changes in market conditions or for other reasons beyond the control of the Borrower or the Servicer.

The indemnities expressly provided in this Article are cumulative and not exclusive of any rights or remedies which the Indemnified Parties would otherwise have pursuant to law or equity.

For the avoidance of doubt, Indemnified Amounts shall include any expense and costs, including reasonable attorneys' fees and expenses and court costs, incurred in connection with any enforcement (including any dispute, action, claim or suit) brought by an Indemnified Party of any indemnification or other obligation of the indemnifying party or other Person.

Section 11.04. Applicability and Survival

. The foregoing indemnities shall apply whether or not liabilities and costs set forth above are in any way or to any extent owed, in whole or in part, under any claim or theory of strict liability. The provisions of this Article shall survive the termination or assignment of this Agreement and the other Basic Documents and the resignation or removal of any party.

ARTICLE 12

THE ADMINISTRATIVE AGENT AND THE AGENTS

Section 12.01. Authorization and Action.

(a) Each Lender and each Secured Party (other than the Administrative Agent) hereby designates and appoints BMO Capital Markets Corp. (and BMO Capital Markets Corp. accepts such designation and appointment) as Administrative Agent hereunder, and authorizes the Administrative Agent to take such actions as agent on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms of this Agreement together with such powers as are reasonably incidental thereto. In performing its functions and duties hereunder, the Administrative Agent shall act solely as agent for the Secured Parties and does not assume nor shall be deemed to have assumed any obligation or relationship of trust or agency with or for the Borrower or any of its successors or assigns. The Administrative Agent shall not be required to take any action which exposes it to personal liability or which is contrary to this Agreement or Applicable Law. The appointment and authority of the Administrative Agent hereunder shall terminate on the Facility Termination Date.

(b) Each Lender hereby irrevocably designates and appoints the related Agent as the agent of such Lender under this Agreement, and each such Lender irrevocably authorizes such Agent, as the agent for such Lender, to take such action on its behalf under the provisions of the Basic Documents and to exercise such powers and perform such duties thereunder as are expressly delegated to such Agent by the terms of this Agreement, together with such other powers as are reasonably incidental thereto.

(c) Notwithstanding any provision to the contrary elsewhere in this Agreement, neither the Administrative Agent nor any Agent (the Administrative Agent and each Agent being referred to in this Article as an “Agent”) shall have any duties or responsibilities, except those expressly set forth herein, or any fiduciary relationship with any Lender, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or otherwise exist against the Administrative Agent or any Agent.

(d) The Administrative Agent shall promptly distribute to each Agent (if such Agent or the Lender in its Lender Group are not otherwise required to receive such notice), who shall promptly distribute to each related Lender (if such Lender is not otherwise required to receive such notice) all notices, requests for consent and other information received by the Administrative Agent under this Agreement that are not also delivered to the Lenders.

(e) The Administrative Agent shall promptly notify all Lenders in writing of any proposed consent, waiver, approval, vote or other action taken or to be taken by the Administrative Agent in such capacity under the Intercreditor Agreement (an “Intercreditor Action”) within one (1) Business Day of the Administrative Agent actually receiving notice thereof, which notice shall include all information delivered to the Administrative Agent in such capacity under the Intercreditor Agreement. Notwithstanding any provision to the contrary in this Agreement or in any other Basic Document, all Intercreditor Actions shall be exercised by the Administrative Agent in such capacity solely at the written direction of the Required Lenders.

For the avoidance of doubt, the terms set forth in this Section 12.01(e) shall not be applicable to any other capacity in which BMO Capital Markets Corp. may serve under the Intercreditor Agreement (other than as Administrative Agent for the Secured Parties hereunder), including any action to be taken by BMO Capital Markets Corp. in such other capacity under the Intercreditor Agreement.

Section 12.02.Delegation of Duties

. Each Agent may execute any of its duties under any of the Basic Documents by or through agents or attorneys-in-fact and shall be entitled to advice of counsel concerning all matters pertaining to such duties. No Agent shall be responsible for the negligence or misconduct of any agents or attorneys-in-fact selected by it with reasonable care.

Section 12.03.Exculpatory Provisions

. Neither any Agent nor any of its directors, officers, agents or employees shall be (i) liable for any action lawfully taken or omitted to be taken by it or them under or in connection with this Agreement (except for its, their or such Person's own gross negligence or willful misconduct or, in the case of any Agent, the breach of its obligations expressly set forth in this Agreement) or (ii) responsible in any manner to any of the Secured Parties for any recitals, statements, representations or warranties made by the Borrower, the Servicer, Regional Management or the Backup Servicer contained in this Agreement or in any certificate, report, statement or other document referred to or provided for in, or received under or in connection with, this Agreement or any other Basic Document to which it is a party for the value, validity, effectiveness, genuineness, enforceability or sufficiency of this Agreement or any other document furnished in connection herewith, or for any failure of the Borrower to perform its obligations hereunder, or for the satisfaction of any condition specified in Article Four. No Agent shall be under any obligation to any Secured Party to ascertain or to inquire as to the observance or performance of any of the agreements or covenants contained in, or conditions of, this Agreement, or to inspect the properties, books or records of the Borrower. No Agent shall be deemed to have knowledge or notice of the occurrence of any breach of this Agreement or the occurrence of any Event of Default, Unmatured Event of Default, Facility Amortization Event or Servicer Termination Event unless it has received written notice thereof from the Borrower, the Servicer or a Secured Party.

Section 12.04.Reliance.

(a) Each Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, consent, certificate, affidavit, letter, cablegram, telegram, telecopy, telex or teletype message, written statement, order or other document or conversation believed by it to be genuine and correct and to have been signed, sent or made by the proper Person or Persons and upon advice and statements of legal counsel (including counsel to the Agent), independent accountants and other experts selected by such Agent.

(b) Each Agent shall be fully justified in failing or refusing to take any action under any of the Basic Documents unless it shall first receive such advice or concurrence of the Required Lenders as it deems appropriate or it shall first be indemnified to its satisfaction by, in

the case of (i) the Administrative Agent, the Lenders or by the Committed Lenders or (ii) an Agent, the Lenders or by the Committed Lenders in its Lender Group, against any and all liability and expense which may be incurred by it by reason of taking or continuing to take any such action.

(c) The Administrative Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of the Required Lenders (or their Agents), and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lenders.

(d) Each Agent shall in all cases be fully protected in acting, or in refraining from acting, under any of the Basic Documents in accordance with a request of (i) Owners in its Lender Group having Invested Percentages aggregating greater than 50% of the aggregate Invested Percentages of all Owners in such Lender Group and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 50% of the aggregate Commitments of all Committed Lenders in such Lender Group, and such request and any action taken or failure to act pursuant thereto shall be binding upon all present and future Lender in such Lender Group.

(e) In the event the Administrative Agent receives notice of the occurrence of any breach of this Agreement or the occurrence of any Event of Default, Unmatured Event of Default, Facility Amortization Event or Servicer Termination Event from the Borrower, the Servicer or any Lender, referring to this Agreement and describing such event, it shall promptly give notice thereof to each Agent, and in the event any Agent receives such a notice, it shall promptly give notice thereof to the Lenders in its Lender Group. The Administrative Agent shall take such action with respect to such event as shall be reasonably directed by the Required Lenders, and each Agent shall take such action with respect to such event as shall be reasonably directed by (i) Owners in its Lender Group having Invested Percentages aggregating greater than 50% of the aggregate Invested Percentages of all Owners in such Lender Group and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 50% of the aggregate Commitments of all Committed Lenders in such Lender Group; provided that unless and until such Agent shall have received such directions, such Agent may (but shall not be obligated to) take such action, or refrain from taking such action, with respect to such event as it shall deem advisable in the best interests of the Lenders or of the Lenders in its Lender Group, as applicable.

Section 12.05. Non-Reliance on Administrative Agent and Other Lenders

. Each Lender expressly acknowledges that no Agent nor any of its officers, directors, employees, agents, attorneys-in-fact or Affiliates has made any representations or warranties to it and that no act by any Agent hereafter taken, including any review of the affairs of the Borrower, Regional Management, the Servicer, any Originator or the Backup Servicer shall be deemed to constitute any representation or warranty by any Agent to any Lender. Each Lender represents to each Agent that it has, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it has deemed appropriate, made its own appraisal of an investigation into the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or

the Backup Servicer and the Receivables and made its own decision to purchase its interest in the Loans hereunder and enter into this Agreement. Each Lender also represents that it will, independently and without reliance upon any Agent or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own analysis, appraisals and decisions in taking or not taking action under any of the Basic Documents, and to make such investigation as it deems necessary to inform itself as to the business, operations, property, financial and other condition and creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer and the Receivables. Except for notices, reports and other documents received by an Agent hereunder, no Agent shall have any duty or responsibility to provide any Lender with any credit or other information concerning the business, operations, property, condition (financial or otherwise), prospects or creditworthiness of the Borrower, the Servicer, Regional Management, each Originator or the Backup Servicer or the Receivables which may come into the possession of such Agent or any of its officers, directors, employees, agents, attorneys-in-fact or affiliates.

Section 12.06. Indemnification

. The Committed Lenders (i) agree to indemnify the Administrative Agent in its capacity as such (without limiting the obligation (if any) of the Borrower or the Servicer to reimburse the Administrative Agent for any such amounts), ratably according to their respective Commitments (or, if the Commitments have terminated, Invested Percentages of the Loans Outstanding) and (ii) in each Lender Group agree to indemnify the Agent for such Lender Group in its capacity as such (without limiting the obligation (if any) of the Borrower and the Servicer to reimburse such Agent for any such amounts), ratably according to their respective Commitments (or, if the Commitments have terminated, Invested Percentages of the Loans Outstanding), in each case from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind whatsoever which may at any time (including at any time following the payment of the obligations under this Agreement, including the Loans Outstanding) be imposed on, incurred by or asserted against such Agent in any way relating to or arising out of this Agreement, or any documents contemplated by or referred to herein or the transactions contemplated hereby or any action taken or omitted by the Agent under or in connection with any of the foregoing; provided that no Lender shall be liable for the payment of any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of an Agent resulting from its own gross negligence or willful misconduct. The provisions of this Section shall survive the payment of the Obligations under this Agreement, including the Loans Outstanding, the termination of this Agreement, and any resignation or removal of the applicable Agent.

Section 12.07. Each Agent in its Individual Capacity

. Each Agent and its Affiliates may make loans to, accept deposits from and generally engage in any kind of business with the Borrower and any other party to a Basic Document as though it were not an Agent hereunder. In addition, the Lenders acknowledge that one or more Persons which are Agents may act (i) as administrator, sponsor or agent for one or more Conduit Lenders and in such capacity act and may continue to act on behalf of each such Conduit Lender in connection with its business, and (ii) as the agent for certain financial institutions under the liquidity and credit enhancement agreements relating to this Agreement to which any one or

more Conduit Lenders is party and in various other capacities relating to the business of any such Conduit Lender under various agreements. Any such Person, in its capacity as Agent, shall not, by virtue of its acting in any such other capacities, be deemed to have duties or responsibilities hereunder or be held to a standard of care in connection with the performance of its duties as an Agent other than as expressly provided in this Agreement. Any Person which is an Agent may act as an Agent without regard to and without additional duties or liabilities arising from its role as such administrator or agent or arising from its acting in any such other capacity. None of the provisions to this Agreement shall require the Administrative Agent to expend or risk its own funds or otherwise to incur any liability, financial or otherwise, in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers if it shall have reasonable grounds for believing that repayment of such funds or indemnity satisfactory to it against such risk or liability is not assured to it.

Section 12.08.Succesor Agents

. The Administrative Agent may resign as Administrative Agent upon ten days' written notice to the Lenders, each Agent and the Borrower with such resignation becoming effective upon a successor agent succeeding to the rights, powers and duties of the Agent pursuant to this Section. If the Administrative Agent shall resign as Administrative Agent under this Agreement, then the Required Lenders shall appoint a successor administrative agent, which may be a lender. Any Agent may resign as Agent upon ten days' notice to the Lenders in its Lender Group, the Administrative Agent and each other Agent and the Borrower with such resignation becoming effective upon a successor agent succeeding to the rights, powers and duties of the Agent pursuant to this Section. If an Agent shall resign as Agent under this Agreement, then (i) Owners in its Lender Group having Invested Percentages aggregating greater than 50% of the aggregate Invested Percentages of all Owners in such Lender Group, and (ii) Committed Lenders in its Lender Group having Commitments aggregating greater than 50% of the aggregate Commitments of all Committed Lenders in such Lender Group shall appoint from among the Committed Lenders (other than the Conduit Lenders) in such Lender Group a successor agent for such Lender Group. Any successor administrative agent or agent shall succeed to the rights, powers and duties of resigning Agent, and the term "Administrative Agent" or "Agent," as applicable, shall mean such successor administrative agent or agent effective upon its appointment, and the former Agent's rights, powers and duties as Agent shall be terminated, without any other or further act or deed on the part of such former Agent or any of the parties to this Agreement. After the retiring Agent's resignation as Agent, the provisions of this Article shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Agent under this Agreement.

Section 12.09.Borrower, Servicer Reliance

. For all purposes under this Agreement, the Borrower and the Servicer may conclusively rely on written consent, approval or waiver from the Administrative Agent as consent, approval or waiver, respectively, of the Required Lenders.

Section 12.10.Erroneous Distribution.

(a) Unless the Administrative Agent shall have received notice from the Borrower

prior to the date on which any payment is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due.

(b) With respect to any payment that the Administrative Agent makes for the account of the Lenders hereunder as to which the Administrative Agent determines (which determination shall be conclusive absent manifest error) that any of the following applies (such payment referred to as the “Rescindable Amount”): (i) the Borrower has not in fact made such payment; (ii) the Administrative Agent has made a payment in excess of the amount so paid by the Borrower (whether or not then owed); or (iii) the Administrative Agent has for any reason otherwise erroneously made such payment; then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the Rescindable Amount so distributed to such Lender, in immediately available funds.

Section 12.11. Certain ERISA Matters.

(a) Each Lender (x) represents and warrants, as of the date such Person became a Lender party hereto, to, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Agents and not, for the avoidance of doubt, to or for the benefit of the Borrower, that at least one of the following is and will be true:

(i) such Lender is not using “plan assets” (within the meaning of Section 3(42) of ERISA or otherwise) of one or more Benefit Plans with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments or this Agreement,

(ii) the transaction exemption set forth in one or more PTEs, such as PTE 84-14 (a class exemption for certain transactions determined by independent qualified professional asset managers), PTE 95-60 (a class exemption for certain transactions involving insurance company general accounts), PTE 90-1 (a class exemption for certain transactions involving insurance company pooled separate accounts), PTE 91-38 (a class exemption for certain transactions involving bank collective investment funds) or PTE 96-23 (a class exemption for certain transactions determined by in-house asset managers), is applicable with respect to such Lender’s entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement,

(iii) (A) such Lender is an investment fund managed by a “Qualified Professional Asset Manager” (within the meaning of Part VI of PTE 84-14), (B) such Qualified Professional Asset Manager made the investment decision on behalf of such Lender to enter into, participate in, administer and perform the Loans, the Commitments and this Agreement, (C) the entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement satisfies the requirements of sub-sections (b) through (g) of Part I of PTE 84-14 and (D) to the best knowledge of such Lender, the requirements of subsection (a) of Part I of PTE 84-14 are satisfied with respect to such Lender’s entrance into, participation in, administration of

and performance of the Loans, the Commitments and this Agreement, or

(iv) such other representation, warranty and covenant as may be agreed in writing between the Administrative Agent, in its sole discretion, and such Lender.

In addition, unless either (1) clause (a)(i) above is true with respect to a Lender or (2) a Lender has provided another representation, warranty and covenant in accordance with clause (a)(iv) above, such Lender further (x) represents and warrants, as of the date such Person became a Lender party hereto, and (y) covenants, from the date such Person became a Lender party hereto to the date such Person ceases being a Lender party hereto, for the benefit of, the Agents and not, for the avoidance of doubt, to or for the benefit of Borrower, that the Agents are not a fiduciary with respect to the assets of such Lender involved in such Lender's entrance into, participation in, administration of and performance of the Loans, the Commitments and this Agreement (including in connection with the reservation or exercise of any rights by the Agents under this Agreement, any Basic Document or any documents related hereto or thereto).

ARTICLE 13

ASSIGNMENTS; PARTICIPATIONS

Section 13.01. Assignments and Participations.

(a) [Reserved].

(b) Each Lender may upon at least ten days' notice (or in the case of an assignment to an Eligible Assignee satisfying clause (ii) of the definition of the term "Eligible Assignee", prompt notice following such assignment) to the Administrative Agent and the Agents, assign to one or more banks or other entities all or a portion of its rights and obligations under this Agreement; provided, however, that (i) each such assignment shall be of a constant, and not a varying percentage of all of the assigning Lender's rights and obligations under this Agreement, (ii) the amount of the Commitment of the assigning Lender being assigned pursuant to each such assignment (determined as of the date of the Assignment and Acceptance with respect to such assignment) shall in no event be less than the lesser of (A) \$5,000,000 or an integral multiple of \$1,000,000 in excess of that amount (except in the case of an assignment to an Eligible Assignee satisfying clause (ii) of the definition of the term "Eligible Assignee") and (B) the full amount of the assigning Lender's Commitment, (iii) each such assignment shall be to an Eligible Assignee and in the case of an assignment by a Committed Lender at any time its Commitments remain outstanding, such Eligible Assignee shall agree to the Commitment of such Committed Lender hereunder, (iv) the parties to each such assignment shall execute and deliver to the Administrative Agent and the Agent for the related Group an Assignment and Acceptance, together with a processing and recordation fee of \$3,500 or such lesser amount as shall be approved by the Administrative Agent (provided that in the case of an assignment to an Eligible Assignee satisfying clause (ii) of the definition of the term "Eligible Assignee", such recordation fee shall not apply), (v) the parties to each such assignment shall have agreed to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including the reasonable fees and disbursements of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with such assignment, (vi) each Person that becomes a Lender under an Assignment and Acceptance shall agree to be bound by the confidentiality provisions of Article Fourteen and (vii) there shall be no increased costs, expenses or Taxes incurred by the Administrative Agent or the Lenders upon assignment or participation. Upon such execution, delivery and acceptance and the recording by the Administrative Agent, from and after the effective date specified in each Assignment and Acceptance, which effective date shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified therein, (i) the assignee thereunder shall be a party hereto and, to the extent that rights and obligations hereunder have been assigned to it pursuant to such Assignment and Acceptance, have the rights and obligations of a Lender hereunder and (ii) the Lender assignor thereunder shall, to the extent that rights and obligations hereunder have been assigned by it pursuant to such Assignment and Acceptance, relinquish its rights and be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all or the remaining portion of an assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto).

(c) By executing and delivering an Assignment and Acceptance, the Lender assignor

thereunder and the assignee thereunder confirm to and agree with each other and the other parties hereto as follows: (i) other than as provided in such Assignment and Acceptance, such assigning Lender makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with this Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of this Agreement or any other instrument or document furnished pursuant hereto; (ii) such assignee confirms that it has received a copy of this Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) such assignee will, independently and without reliance upon the Administrative Agent, such assigning Lender or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under this Agreement; (iv) such assigning Lender and such assignee confirm that such assignee is an Eligible Assignee; (v) such assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; and (vi) such assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of this Agreement are required to be performed by it as a Lender.

(d) The Administrative Agent, for the benefit of the Borrower, shall maintain at its United States address referred to herein a copy of each Assignment and Acceptance delivered to and accepted by it pursuant to Section 13.01(b) and a register for the recordation of the names and addresses of each Lender, the Commitment of each Lender Group and the Principal Amount (and stated interest thereon) of each Loan made by each Lender Group from time to time (the "Lender Register"). The entries in the Lender Register shall be conclusive and binding for all purposes, absent manifest error, and the Borrower and the Lenders shall treat each Person whose name is recorded in the Lender Register as a Lender hereunder for all purposes of this Agreement. The Lender Register shall be promptly available for inspection by the Backup Servicer, the Securities Intermediary, any Agent or Lender at any reasonable time and from time to time upon reasonable prior notice. Neither the Backup Servicer nor the Securities Intermediary shall be responsible for independently determining whether any Person is a Lender or if the required percentage of Lenders constituting the Required Lenders has been met in connection with any action or omission by any of such Persons hereunder. For all purposes hereunder or under any other Basic Document, the Backup Servicer and the Securities Intermediary shall be entitled to rely conclusively, without investigation, on the Lender Register, or other written statements of the Administrative Agent, to determine whether (i) any Person is a Lender or (ii) the required percentage of Lenders constituting the Required Lenders has been met in connection with any such action or omission.

(e) Upon its receipt of an Assignment and Acceptance executed by an assigning Lender and an assignee, the Administrative Agent shall, if such Assignment and Acceptance has been completed, accept such Assignment and Acceptance, and the Administrative Agent shall then record the information contained therein in the Lender Register.

(f) Each Lender may sell participations to one or more banks or other entities in or to all or a portion of its rights and obligations under this Agreement (including all or a portion of its

Commitment and each Loan owned by it); provided, however, that (i) such Lender's obligations under this Agreement (including its Commitment hereunder) shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Administrative Agent, each Agent, the other Lenders and the other parties hereto shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Notwithstanding anything herein to the contrary, each participant shall have the rights of a Lender (including any right to receive payment) under Sections 2.13 and 2.14; provided, however, that no participant shall be entitled to receive payment under either such Section in excess of the amount that would have been payable under such Section by the Borrower to the Lender granting its participation had such participation not been granted, and no Lender granting a participation shall be entitled to receive payment under either such Section in an amount which exceeds the sum of (1) the amount to which such Lender is entitled under such Section with respect to any portion of any Loan owned by such Lender which is not subject to any participation plus (2) the aggregate amount to which its participants are entitled under such Sections with respect to the amounts of their respective participations. With respect to any participation described in this Section, the participant's rights as set forth in the agreement between such participant and the applicable Lender to agree to or to restrict such Lender's ability to agree to any modification, waiver or release of any of the terms of this Agreement or to exercise or refrain from exercising any powers or rights which such Lender may have under or in respect of this Agreement shall be limited to the right to consent to any of the matters set forth in Section 15.01(b). Notwithstanding anything in the foregoing to the contrary, no Lender may sell a participation to any other person without first sending written notice to the Borrower informing it of such Lender's intention to make such sale, including the name of the proposed participant.

(g) Each Lender that sells a participation shall maintain a register on which it enters the name and address of each participant and the principal amounts (and stated interest) of each participant's interest in the Loans or other obligations under this Agreement (the "Participant Register"); provided that no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any participant or any information relating to a participant's interest in any Commitment or Loan, letter of credit or its other obligations under this Agreement) to any Person except to the extent that such disclosure is necessary to establish that such Commitment, Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations or as reasonably necessary for the Borrower, the Servicer or the Administrative Agent to comply with their respective withholding and reporting obligations under FATCA. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender shall treat each Person whose name is recorded in the Participant Register as the owner of such participation for all purposes of this Agreement notwithstanding any notice to the contrary. For the avoidance of doubt, neither the Administrative Agent (in its capacity as Administrative Agent) nor any Agent (in its capacity as Agent) shall have any responsibility for maintaining a Participant Register.

(h) Nothing herein shall prohibit any Lender from pledging or assigning as collateral any of its rights under this Agreement to (i) any Federal Reserve Bank or any other Governmental Authority in accordance with Applicable Law, (ii) any Lender, any Agent or the Administrative Agent or any Affiliate thereof in connection with any financing or repurchase agreement entered into by such Lender or (iii) a collateral trustee or security agent for holders of

commercial paper and, in each case, any such pledge or Collateral assignment may be made without compliance with Section 13.01(b). Furthermore, nothing herein shall prohibit or limit the ability of any Conduit Lender to sell or assign all or any portion of its Loans (or interests therein) to its Credit Providers (or to an agent on its or their behalf) pursuant to Liquidity Facilities with respect to such Conduit Lender.

(i) Notwithstanding the foregoing, the Conduit Lenders in any Lender Group may assign their rights, obligations and interests related to any Loan to any other Conduit Lender in such Conduit Lender's Lender Group without providing any notice to the Borrower or the Administrative Agent and without providing any Assignment and Acceptance to the Administrative Agent. Each Agent shall maintain a register for the recordation of the Commitment of each Lender in its Lender Group and the Principal Amount (and stated interest thereon) of each Loan made by each Lender in its Lender Group from time to time (the "Group Register") and shall update its Group Register to reflect any assignments described in the immediately preceding sentence. Upon its receipt of an Assignment and Acceptance executed by an assigning Conduit Lender and an assignee Conduit Lender pursuant to Section 13.01(b), the Agent for such Conduit Lenders' Lender Group shall accept such Assignment and Acceptance and such Agent shall then record the information contained therein in the Group Register. The Agent of each Lender Group shall keep records of the Loans held by each member of its Lender Group and shall provide notice thereof to the Administrative Agent or the Borrower upon request.

ARTICLE 14

MUTUAL COVENANTS REGARDING CONFIDENTIALITY

Section 14.01. Covenants of the Borrower, the Servicer and the Backup Servicer

. Each of the Borrower, the Servicer, and the Backup Servicer, severally and with respect to itself only, covenants and agrees to hold in confidence, and not disclose to any Person, the terms of this Agreement (including any fees payable in connection with this Agreement or the identity of the Lenders under this Agreement), except as the Administrative Agent or any such Lender may have consented to in writing prior to any proposed disclosure and except that it may disclose such information (i) to its Advisors, officers, directors, employees, lenders, investors, potential investors, agents, auditors, subservicers or representatives, (ii) to the extent such information has become available to the public other than as a result of a disclosure by or through the Borrower, the Servicer or the Backup Servicer, (iii) to Computershare or its Affiliates or (iv) to the extent it should be (a) required by Applicable Law (including filing a copy of this Agreement and the other Basic Documents (other than any fee related letters)) as exhibits to filings required to be made with the SEC, or in connection with any legal or regulatory proceeding, (b) requested by any Governmental Authority to disclose such information or (c) requested by any nationally recognized statistical rating organization; provided, that, in the case of clause (iv)(a), the Borrower, the Servicer and the Backup Servicer, as applicable, will (unless otherwise prohibited by Applicable Law) notify the Administrative Agent and the Lenders of its intention to make any such disclosure prior to making such disclosure. The provisions of this Section 14.01 shall survive for two years following the termination of this Agreement.

Section 14.02. Covenants of the Administrative Agent, the Agents, the Lenders and the Backup Servicer.

(a) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer covenants and agrees that it will not disclose any of the Confidential Information now or hereafter received or obtained by it without the Borrower's prior written consent; provided, however, that it may disclose any such Confidential Information (i) in connection with participations and assignments pursuant to Section 13.01, including to potential third party participants and assignees, (ii) to those of its officers, directors, employees, lenders, potential lenders, investors, potential investors, dealers, hedge counterparties, potential counterparties, agents, counsel, accountants, auditors, subservicers, Advisors or representatives directly involved in the transactions contemplated by the Basic Documents who need to know such information for the purpose of assisting it in connection with the transactions contemplated by the Basic Documents or the financing thereof (provided, for so long as no Event of Default or Facility Amortization Event has occurred and is continuing, the Collection Policy shall not be disclosed to such person if such person is a Direct Competitor), (iii) to any nationally recognized statistical rating organization (within the meaning of the Exchange Act), including in compliance with Rule 17g-5 thereunder (or any similar rule or regulation in any relevant jurisdiction) or that is then rating the commercial paper notes issued by or on behalf of a Conduit Lender or other debt obligations of a Conduit Lender or its Affiliates, (iv) to any hedge counterparty and (v) to the extent it should be (a) required by Applicable Law (including filing a copy of this Agreement and the other Basic Documents (other than any fee related letters)) as exhibits to filings required

to be made with the SEC, or in connection with any legal or regulatory proceeding or (b) requested by any Governmental Authority to disclose such information; provided, that, in the case of clause (v)(a), the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer, as applicable, will use all reasonable efforts to request that confidentiality is maintained and to use reasonable efforts to, unless otherwise prohibited by Applicable Law, promptly notify the Borrower of its intention to make any such disclosure. Confidential Information may not be provided to prospective participants or assignees before the execution of an Assignment and Acceptance, unless such Confidential Information is covered under a separate confidentiality agreement between the assigning Lender and such prospective participant or assignee.

(b) Each of the Backup Servicer and any Successor Servicer acknowledges and understands that the Confidential Information may contain “nonpublic personal information” as that term is defined in Section 6809(4) of the Gramm-Leach-Bliley Act (the “Act”), and each of the Backup Servicer and any Successor Servicer, and each of its employees, Affiliates, directly involved in the transaction contemplated by the Basic Documents, agrees that it (i) shall comply with applicable laws and regulations regarding the privacy or security of “nonpublic personal information” as that term is defined in Section 509(4) of the Act, (ii) shall implement such physical and other security measures as shall be necessary to (a) ensure the security and confidentiality of the “nonpublic personal information” of the “customers” and “consumers” (as those terms are defined in the Act) of the Regional Management Entities which party may hold, (b) protect against any threats or hazards to the security and integrity of such nonpublic personal information, and (c) protect against any unauthorized access to or use of such nonpublic personal information, (iii) shall promptly notify the Regional Management Entities in writing upon becoming aware of any actual breach of the security, confidentiality, or integrity of nonpublic personal information received hereunder, and (iv) shall maintain such nonpublic personal information received hereunder in accordance with the Act and other applicable federal and state privacy laws.

(c) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer agrees that it will advise its Affiliates to whom it provides Confidential Information of the confidential nature of such information and that it shall direct its Affiliates to comply with the terms of this Article Fourteen applicable to the Administrative Agent, each Agent, each Lender, the Backup Servicer or any Successor Servicer as applicable.

(d) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer acknowledges and agrees that any Confidential Information provided to it, in whatever form, is the sole property of the Borrower and Regional Management. Neither such Person nor its Affiliates or Advisors shall use any of the Confidential Information now or hereafter received or obtained from or through the Borrower, Regional Management or any of their respective Affiliates for any purpose other than for purposes of engaging in, or as otherwise contemplated by, the transactions contemplated by the Basic Documents. The Administrative Agent, each Lender, the Backup Servicer and any Successor Servicer agree that if the Borrower and/or Regional Management should request in writing that it destroy or return the Confidential Information, it shall, at its option, return or destroy such Confidential Information; provided that it shall be permitted to retain only that portion of the Confidential Information, in accordance with the confidentiality obligations specified in this Agreement, that is necessary (i) for purposes

of documenting any due diligence review performed by it in connection with this Agreement and (ii) to comply with any Applicable Laws or the internal document retention policies of the Administrative Agent, any Agent, any Lender, the Backup Servicer or any Successor Servicer.

(e) Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer acknowledges that all Confidential Information is considered to be proprietary and of competitive value, and in many instances trade secrets. Each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer agrees that because of the unique nature of the Confidential Information any breach of this Agreement may cause the Borrower, Regional Management and their respective Affiliates irreparable harm and money damages and other remedies available at law in the event of a breach may not be adequate to compensate the Borrower, Regional Management and their Affiliates for any such breach. Accordingly, each of the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer acknowledges and agrees that the Borrower, Regional Management and their respective Affiliates shall be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance, as a remedy for any such breach. Such relief shall be in addition to, and not in lieu of, all other remedies available to the Borrower, Regional Management and their respective Affiliates whether at law or in equity.

(f) If the Administrative Agent, any Agent, any Lender, the Backup Servicer or any Successor Servicer, or any of their respective Affiliates or Advisors are legally compelled (whether by deposition, interrogatory, request for documents, subpoena, civil investigation, demand or similar process) to disclose any of the Confidential Information (including the fact that discussions or negotiations took place with respect to the transactions contemplated by the Basic Documents), the related entity shall promptly notify the Borrower and Regional Management in writing (unless such notification is prohibited by Applicable Law) of such requirement so that the Borrower and/or Regional Management, at their sole cost and expense, may seek a protective order or other appropriate remedy. The Administrative Agent, any Agent, each Lender, the Backup Servicer and any Successor Servicer may disclose, without liability hereunder, that portion (and only that portion) of the Confidential Information that it is legally compelled to disclose; provided that it agrees to use reasonable efforts, at the sole cost and expense of the Borrower and Regional Management, to obtain assurance that confidential treatment will be accorded such Confidential Information by the person or persons to whom it was disclosed.

(g) Notwithstanding the foregoing, it is understood that the Administrative Agent, each Agent, each Lender, the Backup Servicer and any Successor Servicer or their Affiliates may be required to disclose (and may so disclose) the Confidential Information or portions thereof at the request of a Governmental Authority or in connection with an examination of it or its Affiliates by a Governmental Authority, including in connection with the regulator compliance policy of Administrative Agent, any Agent, any Lender, the Backup Servicer and any Successor Servicer. No notice shall be required in connection with any disclosures made pursuant to any request or examination by any Governmental Authority.

(h) It is understood and agreed that no failure or delay by the Servicer, the Borrower, the Backup Servicer, the Successor Servicer, the Administrative Agent, any Agent or any Lender

in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

(i) The provisions of this Section 14.02 shall survive for two years following the termination of this Agreement.

Section 14.03. Non-Confidentiality of Tax Treatment and Tax Structure

. Notwithstanding anything to the contrary contained herein or in any document related to the transactions contemplated hereby, in connection with Treasury Regulations Section 1.6011-4, Section 301.6111-1T and Section 301.6112-1, the parties hereby agree that, from the commencement of discussions with respect to the transactions described herein, each party hereto (and each of its employees, representatives, Advisors, Affiliates or agents) is permitted to disclose to any and all persons of any kind, the tax treatment, tax structure and other relevant tax aspects of the transactions, and all materials of any kind (including opinions or other tax analyses) that are provided to each such party related to such treatment, structure and tax aspects. In this regard, each party hereto acknowledges and agrees that this disclosure of the treatment, structure or tax aspects of the transactions is not limited in any way by an express or implied understanding or agreement, oral or written (whether or not such understanding or agreement is legally binding). Furthermore, each party hereto acknowledges and agrees that it does not know or have reason to know that its use or disclosure of information relating to the tax treatment, tax structure or other relevant tax aspects of the transactions is limited in any manner (such as where the transactions are claimed to be proprietary or exclusive) for the benefit of any other Person.

ARTICLE 15

MISCELLANEOUS

Section 15.01. Amendments and Waivers.

(a) No failure or delay by the Administrative Agent or any Lender in exercising any right or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent and the Lenders hereunder are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be permitted by this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Event of Default, Unmatured Event of Default or Facility Amortization Event, regardless of whether the Administrative Agent, any Agent or any Lender may have had notice or knowledge of such Event of Default, Unmatured Event of Default or Facility Amortization Event at the time.

(b) Neither this Agreement nor any provision hereof may be amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Administrative Agent with the consent of the Required Lenders. The Servicer shall provide a copy of each such proposed amendment, waiver or other modification to each Hedge Counterparty and each Rating Agency (if any). Notwithstanding the foregoing, no such agreement shall, without the written consent of each Lender:

(i) amend any provision of Section 2.08,

(ii) amend any provision of Schedule B,

(iii) change any provision of this Section or the definition of “Required Lenders”, “Event of Default,” “Facility Amortization Event” or “Servicer Termination Event”, or any other provision hereof specifying the number or percentage of Lenders required to amend, waive or otherwise modify any rights hereunder or make any determination or grant any consent hereunder,

(iv) amend or change the definition of “Advance Rate”, “Borrowing Base”, “Borrowing Base Deficiency”, “Annualized Charge-off Ratio”, “Concentration Limits”, “Level I Trigger Event”, “Level II Trigger Event”, “Level III Trigger Event”, “Monthly Principal Amount”, “Reserve Account Required Amount”, “Senior Interest” or “Subordinate Interest”.

(v) reduce the principal or the rate of interest on the Loans or any fees or other amounts payable hereunder or under any other Basic Document;

provided further, that no such agreement shall amend, modify or otherwise affect the rights or

duties of the Securities Intermediary or the Backup Servicer hereunder without the prior written consent of the Securities Intermediary or the Backup Servicer, as the case may be (which consent shall not be unreasonably withheld or delayed); provided further, that the Fee Letter may only be amended, or rights or privileges thereunder waived, in writing executed by the parties thereto and with the written consent of the Required Lenders.

No amendment, waiver or other modification which could have a material adverse effect on the rights or obligations of any Hedge Counterparty under a Hedging Agreement shall be effective against such Hedge Counterparty without the prior written agreement of such Hedge Counterparty.

(c) Neither this Agreement nor any provision hereof may be waived except pursuant to an agreement or agreements in writing entered into by the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall, without the written consent of each Lender waive any condition set forth in Section 4.01; provided further, that no such agreement shall waive the rights or duties of the Securities Intermediary, the Backup Servicer or the Hedge Counterparty hereunder without the prior written consent of the Securities Intermediary, the Backup Servicer or the Hedge Counterparty, as the case may be.

(d) The Borrower shall promptly deliver to the Securities Intermediary, the Backup Servicer and any Hedge Counterparty an executed copy of any amendment, waiver or modification under this Section. In executing any amendment to this Agreement, the Backup Servicer and the Securities Intermediary shall be entitled to receive (i) an Officer's Certificate of Borrower stating that the execution of such amendment is authorized or permitted by this Agreement and that all conditions precedent thereto have been satisfied, and (ii) written direction from the Borrower and the Administrative Agent (on behalf of the Secured Parties).

(e) All fees, costs and expenses (including reasonable attorneys; fees, costs and expenses) incurred in connection with any amendment, supplement or waiver shall be payable by the Borrower.

Section 15.02. Notices, Etc.

All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including communication by facsimile copy) and e-mailed, mailed, transmitted or delivered, as to each party hereto, at its address set forth under its name on the signature pages hereof or specified in such party's Assignment and Acceptance or at such other address as shall be designated by such party in a written notice to the other parties hereto. All such notices and communications shall be effective, upon receipt, or in the case of notice by (i) mail, five days after being deposited in the United States mail, first class postage prepaid, (ii) e-mail and facsimile copy, when electronic communication of receipt is obtained or (iii) overnight courier, one (1) Business Day after being deposited with such overnight courier service, except that notices and communications pursuant to Article Two shall not be effective until received with respect to any notice sent by mail, telecopier or e-mail.

Section 15.03. No Waiver, Rights and Remedies

. No failure on the part of the Administrative Agent, any Agent or any Secured Party or any

assignee of any Secured Party to exercise, and no delay in exercising, any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right. The rights and remedies herein provided are cumulative and not exclusive of any rights and remedies provided by law.

Section 15.04.Binding Effect

. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Servicer, the Backup Servicer, each Agent, the Secured Parties and their respective successors and permitted assigns and, in addition, each Hedge Counterparty shall be an express third-party beneficiary of this Agreement.

Section 15.05.Term of this Agreement

. This Agreement shall remain in full force and effect until the Facility Termination Date; provided, however, that the rights and remedies with respect to any breach of any representation and warranty made or deemed made by the Borrower pursuant to Article Five and the indemnification and payment provisions, including those of Article Eleven, the provisions of Section 15.10 and any other provision of this Agreement expressly stated to survive, shall be continuing and shall survive any termination of this Agreement or the assignment, resignation or removal by or of the applicable parties hereto.

Section 15.06.GOVERNING LAW; CONSENT TO JURISDICTION; WAIVER OF OBJECTION TO VENUE

. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PROVISIONS (OTHER THAN §§1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW). EACH OF THE PARTIES HERETO HEREBY AGREES TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK, LOCATED IN THE BOROUGH OF MANHATTAN AND THE FEDERAL COURTS LOCATED WITHIN THE STATE OF NEW YORK IN THE BOROUGH OF MANHATTAN. EACH OF THE PARTIES HERETO HEREBY WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER IN ANY OF THE AFOREMENTIONED COURTS AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT.

Section 15.07.WAIVER OF JURY TRIAL

. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE BETWEEN THE PARTIES HERETO ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP BETWEEN ANY OF THEM IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS

CONTEMPLATED HEREBY. INSTEAD, ANY SUCH DISPUTE RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

Section 15.08.Costs, Expenses and Taxes.

(a) In addition to the rights of indemnification granted to the Indemnified Parties under Article Eleven, the Borrower agrees to pay on demand all reasonable costs and expenses of each Agent, the Secured Parties, the Backup Servicer and the Securities Intermediary incurred in connection with the administration (including periodic auditing), amendment or modification of, or any waiver or consent issued in connection with, this Agreement, the other Basic Documents and the other documents to be delivered hereunder or in connection herewith, including the reasonable fees and disbursements of counsel for the Administrative Agent, each Agent, the Secured Parties, the Backup Servicer and the Securities Intermediary with respect thereto and with respect to advising such entities as to their respective rights and remedies under this Agreement and the other documents to be delivered hereunder or in connection herewith, and all costs and expenses, if any (including reasonable counsel fees and expenses), incurred by such entities in connection with the enforcement of this Agreement and the other documents to be delivered hereunder or in connection herewith.

(b) Other than with respect to Excluded Taxes, the Borrower shall pay on demand any and all stamp, sales, excise and other taxes and fees payable or determined to be payable in connection with the execution, delivery, filing and recording of this Agreement and the other Basic Documents, the other documents to be delivered hereunder or any agreement or other document providing liquidity support, credit enhancement or other similar support to a Lender in connection with this Agreement or the funding or maintenance of the Loan hereunder.

Section 15.09.No Insolvency Proceedings.

(a) Notwithstanding any prior termination of this Agreement, no Secured Party nor the Backup Servicer shall, prior to the date which is one year and one day after the final payment of the Aggregate Unpaid, petition, cooperate with or encourage any other Person in petitioning or otherwise invoke the process of any Governmental Authority for the purpose of commencing or sustaining an Insolvency Proceeding against the Borrower under any United States federal or State Insolvency Laws or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator or other similar official of the Borrower or any substantial part of its property or ordering the winding up or liquidation of the affairs of the Borrower.

(b) Notwithstanding any prior termination of this Agreement, each party to this Agreement hereby agrees that it shall not institute against, or join any other person in instituting against, any Conduit Lender any Insolvency Proceeding, for one year and one day after the latest maturing Commercial Paper Note and other debt security issued by such Conduit Lender is paid.

(c) The provisions of this Section shall survive the termination of this Agreement.

Section 15.10.Recourse Against Certain Parties.

(a) No recourse under or with respect to any obligation, covenant or agreement (including the payment of any fees or any other obligations) of each Agent, any Secured Party,

the Backup Servicer, the Securities Intermediary, Regional Management, or the Borrower as contained in this Agreement or any other agreement, instrument or document entered into by it pursuant hereto or in connection herewith shall be had against manager or administrator of such Person or any incorporator, Affiliate, stockholder, officer, employee or director of such Person or of any such manager or administrator, as such, by the enforcement of any assessment or by any legal or equitable proceeding, by virtue of any statute or otherwise; it being expressly agreed and understood that the agreements of the Agents, any Secured Party, the Backup Servicer and the Securities Intermediary contained in this Agreement and all of the other agreements, instruments and documents entered into by it pursuant hereto or in connection herewith are, in each case, solely the corporate obligations of such Person, and that no personal liability whatsoever shall attach to or be incurred by any administrator of any such Person or any incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, as such, or any other of them, under or by reason of any of the obligations, covenants or agreements of such Person contained in this Agreement or in any other such instruments, documents or agreements, or that are implied therefrom, and that any and all personal liability of every such administrator of such Person and each incorporator, stockholder, Affiliate, officer, employee or director of such Person or of any such administrator, or any of them, for breaches by such Person of any such obligations, covenants or agreements, which liability may arise either at common law or at equity, by statute or constitution, or otherwise, is hereby expressly waived as a condition of and in consideration for the execution of this Agreement.

(b) Each of the parties to this Agreement hereby (i) acknowledges and agrees that no Conduit Lender shall have any obligation to pay any amounts under this Agreement unless and until such Conduit Lender shall have received such amounts in respect of its Loans and (ii) agrees that no Conduit Lender shall have any obligation to pay any amounts constituting fees, a reimbursement for expenses, or indemnities (collectively, "Expense Claims"), and such Expense Claims shall not constitute a claim (as defined in Section 101 of Title 11 of the Bankruptcy Code or any similar law under another jurisdiction) against any Conduit Lender, unless or until such Conduit Lender has received amounts sufficient to pay such Expense Claims from amounts received by it in respect of its Loans and such amounts are not required to pay its indebtedness for borrowed money.

(c) The provisions of this Section shall survive the termination of this Agreement.

(d) No claim may be made by the Borrower, the Servicer or any of their Affiliates or any other Person against the Administrative Agent, any Agent, any Lender, the Backup Servicer, the Securities Intermediary, or any of their Affiliates, directors, officers, employees, attorneys or agents for any special, indirect, consequential or punitive damages (including lost profits) arising out of or related to the transactions contemplated by this Agreement, and each of the Borrower and the Servicer, to the extent permitted by Applicable Law, hereby waives, releases, and agrees not to sue upon any claim for any such damages, whether or not accrued and whether or not known or suspected to exist in its favor.

Section 15.11. Patriot Act Compliance

. Each of the Administrative Agent, the Backup Servicer and the Securities Intermediary hereby notifies the Borrower and the Servicer that pursuant to the laws, regulations and executive orders

of the United States or any state or political subdivision thereof as are in effect from time to time applicable to financial institutions relating to the funding of terrorist activities and money laundering, including without limitation the Patriot Act and regulations promulgated by the Office of Foreign Asset Control (collectively, “AML Law”), it, and each other Lender, may be required to obtain, verify and record information that relates to the Borrower or the Servicer which information includes the name and address of the such party, organizational documentation, director and shareholder information, and other information that will allow the Administrative Agent, each Agent, the Backup Servicer, the Securities Intermediary and each Lender to comply with requirements of AML Law (and the Borrower and the Servicer agree to provide any such necessary information). This notice is given in accordance with the requirements of AML Law and is effective for the Administrative Agent, each Agent, the Backup Servicer, the Securities Intermediary and each Lender.

Section 15.12. Execution in Counterparts; Severability; Integration

. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby. This Agreement contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof, superseding all prior oral or written understandings other than any fee letter contemplated hereby. This Agreement shall be valid, binding, and enforceable against a party when executed and delivered by an authorized individual on behalf of the party by means of (i) an original manual signature; (ii) a faxed, scanned, or photocopied manual signature, or (iii) any other electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including any relevant provisions of the Uniform Commercial Code/UCC (collectively, “Signature Law”), in each case to the extent applicable. Each faxed, scanned, or photocopied manual signature, or other electronic signature, shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any other party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. For the avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

Section 15.13. Intercreditor Agreement

. The parties hereto acknowledge the existence of the Intercreditor Agreement and that certain rights of the parties (other than the Securities Intermediary and the Backup Servicer (other than if it becomes the Successor Servicer)) may be subject to the provisions thereof.

Section 15.14.Third Party Beneficiary.

. The 2023-1B SUBI Trustee shall be a third party beneficiary of this Agreement for purposes of amounts owed to it by the Borrower from time to time in accordance with Section 2.08 and subject to the other terms of this Agreement.

Section 15.15.Multiple Roles

. The parties expressly acknowledge and consent to Computershare, acting in the multiple roles of Backup Servicer (including potentially as Successor Servicer), Securities Intermediary and Third Party Allocation Agent under the Basic Documents. Computershare may, in such capacities, discharge its separate functions fully, without hindrance or regard to conflict of interest principles, duty of loyalty principles or other breach of fiduciary duties to the extent that any such conflict or breach arises from the performance by Computershare, of express duties set forth in the Basic Documents in any of such capacities, all of which defenses, claims or assertions are hereby expressly waived by the other parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES VII, LLC,
as Borrower

By:

Name: Harpreet Rana
Title: Executive Vice President and
Chief Financial Officer

Address for Notices:
979 Batesville Road
Suite B
Greer, SC 29651
Attention: Harpreet Rana
Email: xxx@regionalmanagement.com

REGIONAL MANAGEMENT CORP.,
as Servicer

By:

Name: Harpreet Rana
Title: Executive Vice President and
Chief Financial Officer

Address for Notices:
979 Batesville Road
Suite B
Greer, SC 29651
Attention: Harpreet Rana
Email: xxx@regionalmanagement.com

BMO CAPITAL MARKETS CORP.,
as Administrative Agent, as Agent

By: _____
Name: Frank Trocchio
Title: Director

Address for Notices:
320 South Canal Street, 4th Floor
Chicago, IL 60606
Attention: Frank Trocchio
E-mail: xxx@bmo.com
Telephone: xxx-xxx-xxxx

BANK OF MONTREAL,
as Committed Lender

By: _____
Name:
Title:

Address for Notices:
320 South Canal Street, 4th Floor
Chicago, IL 60606
Attention: Corporate & Commercial Lending Operations
E-mail: xxx@bmo.com
Telephone: xxx-xxx-xxxx

With a copy to:

Bank of Montreal
320 South Canal Street, 4th Floor
Chicago, IL 60606
Attn: Adley Au
Email: xxx@bmo.com
Telephone: xxx-xxx-xxxx

COMPUTERSHARE TRUST COMPANY, N.A., not in its individual capacity,
but as Securities Intermediary and Backup Servicer

By:

Name:

Title:

Address for Notices:

Computershare Trust Company, N.A.

1505 Energy Park Drive

St. Paul, Minnesota 55108

Attention: Corporate Trust Services – Asset-Backed Administration

E-mail: xxx@computershare.com

Telephone: xxx-xxx-xxxx

Signature Page to Credit Agreement

BMO CAPITAL MARKETS CORP. LENDER SUPPLEMENT

Lender Group:	BMO
Agent:	BMO Capital Markets Corp.
Address for Notices:	BMO Capital Markets Corp. 320 South Canal Street, 4th Floor Chicago, IL 60606 Attention: Frank Trocchio E-mail: xxx@bmo.com Telephone: xxx-xxx-xxxx
Committed Lender:	Bank of Montreal
Commitment:	\$125,000,000
Address for Notices and Investing Office:	Bank of Montreal 320 South Canal Street, 4th Floor Chicago, IL 60606 Attention: Corporate & Commercial Lending Operations E-mail: xxx@bmo.com Telephone: xxx-xxx-xxxx
Wire Information:	Bank Name: BMO Harris Bank Acct Name: Bank of Montreal Chicago ABA #: xxx Acct#: xxx Attn: Danish Khan Ref: Regional Management Receivables VII, LLC

ELIGIBLE RECEIVABLE CRITERIA

An “Eligible Receivable” means, on any date of determination, any Receivable (A) that has been included as part of the Collateral or in the case of the North Carolina Receivables allocated to the 2023-1B SUBI, (B) for which the related Receivable File is in the possession of the Servicer, (C) which is identified on the Schedule of Receivables delivered by the Borrower to each Agent and the Securities Intermediary as part of a Funding Request or a substitution and (D) which satisfies each of the following conditions, in each case, as of the date specified below:

(a) Characteristics of Receivables. Each Receivable:

- (i) at the time of origination of such Receivable, has been fully and properly executed or electronically authenticated by the Obligor thereto;
- (ii) at the time of origination of such Receivable, was originated in the United States and denominated in Dollars;
- (iii) at the time of origination of such Receivable, for which the Obligor thereto has provided as its most recent billing address an address located in the continental United States;
- (iv) at the time of origination of such Receivable with respect to which the related Contract was not an Electronic Contract or an Online Originated Receivable, such Receivable (a) was a Branch Receivable or a Convenience Check, and (b) if such Receivable is a Convenience Check, (I) such Receivable is not a Specified APR Receivable, and (II) it shall not have been originated by the Bank Originator;
- (v) at the time of origination of such Receivable with respect to which the related Contract was an Electronic Contract, such Receivable (a) was a Branch Assisted Electronic Receivable, a Contract originated by the Bank Originator or an Online Originated Receivable and (b) in the case of any Online Originated Receivable, (I) such Receivable is not a Specified APR Receivable, and (II) it shall not have been originated by the Bank Originator;
- (vi) if originated by the Bank Originator, the Bank Originator Conditions have been satisfied;
- (vii) was originated by an Originator in accordance with and satisfies the standards of the operating policies of the Originator at the time of origination of such Receivable, including the Credit Policy and the Collection Policy; and, if originated by the Bank Originator, was originated by the Bank Originator in accordance with the Bank Originator Program Documents, which Bank Originator Program Documents have not been amended or modified from their form since the date the Bank Originator Conditions were satisfied other than pursuant to and in accordance with the terms of Section 6.05(f)

hereof;

(viii) was originated in a jurisdiction (a) where the Servicer and/or an Originator (other than the Bank Originator) have obtained all consents, licenses, approvals or authorizations of or registrations or declarations with any Governmental Authority required to be obtained, effected or given in connection with the origination, purchase and pledge of such Receivable; and (b) with respect to any Receivable originated by the Bank Originator, where the Servicer and/or an Originator (other than the Bank Originator) have a physical presence;

(ix) with respect to which, as of the date of the related Contract, all proceeds on the related Contract were fully disbursed and there is no requirement for future advances thereunder and all fees and expenses in connection with the origination of the Receivable have been paid and each of the Originator, Regional Management and the Borrower has performed all obligations required to be performed by it under such Contract;

(x) at the time of origination, is (a) secured by a (i) vehicle that is owned free and clear by the Obligor and not subject to an outstanding loan or associated lease or (ii) a non-essential household good or (b) is unsecured and with respect to this sub-clause (b) is in compliance with clauses (xiv), (xvi) and (xvii) of the definition of "Concentration Limits" herein;

(xi) at the time of origination, is not secured by real estate;

(xii) at the time of origination of such Receivable, such Receivable either (A) has been originated by an Originator in the ordinary course of its respective business and, in the case of the Bank Originator, has been originated in accordance with the Bank Originator Program Documents; or (B) has been originated or acquired directly by an Originator in accordance with its customary practices and, in either case, (i) (a) Regional Management has previously acquired such Receivable from such Originator (other than the Bank Originator) pursuant to the First Tier Master Purchase Agreement or, in the case of participation interests in Receivables originated by the Bank Originator, Regional Management has previously acquired such participation interests from the Bank Originator pursuant to the Bank Originator Transfer Agreement (or in the case of Receivables originated by Regional Finance Corporation North Carolina or participation interests in North Carolina Receivables originated by the Bank Originator, such Receivable has been contributed to the Trust), or (b) Regional Management has acquired such Receivable directly or indirectly from a direct or indirect Subsidiary of Regional Management in connection with a Securitization (or in the case of Receivables originated by Regional Finance Corporation of North Carolina or participation interests in North Carolina Receivables originated by the Bank Originator, has been reallocated directly or indirectly from the related SUBI to the UTI); and (ii) such Receivable (including participation interests in any Receivable originated by the Bank Originator) has been acquired by the Borrower from Regional Management pursuant to the Second Tier Purchase Agreement and has been pledged by the Borrower to the Administrative Agent pursuant to this Agreement (or in the case of the Receivables originated by Regional

Finance Corporation of North Carolina and participation interests in North Carolina Receivables originated by the Bank Originator, are allocated to the 2023-1B SUBI);

(xiii) at the time of origination, the related Cutoff Date and any Determination Date, to the extent such Receivable is a Hard Secured Receivable, such Receivable is secured by a first priority validly perfected security interest in the related underlying collateral in favor of an Originator, as secured party, free of any adverse claim, or all necessary actions have been commenced that would result in a first priority security interest in such related underlying collateral in favor of an Originator, as secured party, which security interest, in either case, is assignable and has been so assigned by Regional Management to Borrower and collaterally assigned by the Borrower to the Administrative Agent;

(xiv) at the time of origination of such Receivable, if secured, such Receivable contains customary and enforceable provisions such that the rights and remedies of the holder thereof are adequate for realization against the collateral of the benefits of the security;

(xv) at the time of origination of such Receivable, such Receivable provided for level monthly payments which fully amortize the initial Principal Balance over the original term; provided, that the amount of the first or last payment may be different from the level payment but in no event more than three times the level monthly payment;

(xvi) at the time of origination, provides for a fixed rate of interest and applicable fees at the APR specified in the Schedule of Receivables and for which payment is calculated pursuant to the Simple Interest Method or Precomputed Interest Method, as applicable, and in the event that such Receivable is prepaid by the Obligor, requires a prepayment that fully pays the Principal Balance of such Receivable and any interest and applicable fees accrued at the related APR through the date of prepayment;

(xvii) as of the date of determination related to the applicable Cutoff Date, no Scheduled Payment remains unpaid 30 days or more from the original due date for such payment;

(xviii) as of the related Cutoff Date and any Determination Date, no Scheduled Payment remains unpaid 60 days or more from the original due date for such payment;

(xix) as of the related Cutoff Date and any Determination Date, is not a Defaulted Receivable;

(xx) at the time of sale to the Borrower, is not secured by underlying collateral that has been repossessed;

(xxi) at the time of origination, has a Scheduled Payment due at least monthly;

(xxii) as of the date of determination related to the applicable Cutoff Date, is not an Extended Receivable (including Delinquent Renewals) for which either no Scheduled Payment thereon has been made by the Obligor after the related extension or for which

the related extension occurred in the current Collection Period;

(xxiii) at the time of sale to the Borrower, with respect to which no procedures believed by the Servicer or the Borrower to be materially adverse to the interests of the Lenders were utilized by the Servicer or the Borrower in identifying and/or selecting such Receivable; additionally, no adverse procedures were used by the Borrower in providing information related to the Receivables;

(xxiv) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, is not subject to any right of rescission, cancellation, set-off, claim, counterclaim or defense (including the defense of usury), and the operation of any of the terms of any contract, or the exercise of any right thereunder, will not render the related Receivable unenforceable in whole or in part or subject to any right of rescission, setoff, counterclaim or defense (including the defense of usury) and no Regional Management Entity has received written notice of the assertion of any such right of rescission, setoff, counterclaim or defense with respect thereto;

(xxv) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, there are no proceedings pending or, to the best of the Borrower's knowledge threatened, wherein the Obligor or any Governmental Authority has alleged the related Contract is illegal or unenforceable;

(xxvi) at the time of origination, provides that a prepayment by the related Obligor will fully pay the Principal Balance and accrued interest through the date of prepayment based on the Contract's APR;

(xxvii) at the time that such Receivable (or, in the case of a Receivable originated by the Bank Originator, the participation interest in such Receivable) is included in the Collateral, for which the Servicer and the related Originator have clearly marked their electronic records to indicate that such Receivable is (a) other than a Receivable originated by the Bank Originator, owned by the Borrower in its entirety (no fractional interest), (b) in the case of the North Carolina Receivables other than a Receivable originated by the Bank Originator, owned by the Trust, or (c) in the case of Receivables originated by the Bank Originator, owned by the Bank Originator and in which the Borrower or the Trust, as applicable, has a participation interest;

(xxviii) at the time of origination, the first scheduled payment on the related Contract is no more than 45 days from the contract date or past due; provided that no funds will have been advanced by an Originator, the Borrower, any third-party lender, or anyone acting on behalf of any of them in order to cause such Contract to comply with such requirement;

(xxix) at the time of sale to the Borrower, is fully assignable and the related Contract does not require the Obligor or any other party to receive notice or consent to the transfer, sale or assignment of the rights and duties of the Originator thereunder;

(xxx) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, the related Contract has not been waived in any manner such

that the Contract fails to satisfy any of the representations and warranties made by Regional Management or each Originator with respect thereto, and no provision of any Contract has been waived except as noted in the related Receivable File;

(xxxi) at the time of sale to the Borrower, the sale, transfer, assignment and conveyance of such Receivable by an Originator or Regional Management is not subject to and will not result in any Tax payable by such Originator, Regional Management or the Borrower to any federal, State or local government, other than those Taxes which have or will be paid by such Originator or Regional Management as due;

(xxxii) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, the related Obligor is not bankrupt and is not the subject of any bankruptcy proceeding;

(xxxiii) at the time of origination of such Receivable, such Receivable had an original term to maturity and a remaining term of maturity of not more than sixty (60) months and not less than three (3) months;

(xxxiv) at the time of origination of such Receivable, (a) if such Receivable is not a Specified APR Receivable, such Receivable is due from an Obligor that at the time of origination had a Credit Score and such Credit Score was not less than 525, or (b) if such Receivable is a Specified APR Receivable, such Receivable is due from an Obligor that at the time of origination had a Credit Score and such Credit Score was not less than 600;

(xxxv) at the time of origination of such Receivable, such Receivable had an APR of at least 5.0%;

(xxxvi) at the time of origination of such Receivable, the related Cutoff Date and any Determination Date, (a) in the case of a Receivable originated by an Originator other than the Bank Originator, such Receivable had an APR of no more than 60.0%, inclusive of any fees, and (b) in the case of a Receivable originated by the Bank Originator, such Receivable is not a Specified APR Receivable and there shall be no origination fee;

(xxxvii) at the time of origination of such Receivable, such Receivable had an amount financed of at least \$300 and no more than (a) \$5,000 if such Receivable is either (I) a Convenience Check or (II) a Specified APR Receivable, (b) \$50,000 if such Receivable is a Hard Secured Receivable, or (c) \$12,000 for any Receivable that is not a Convenience Check or a Hard Secured Receivable;

(xxxviii) such Receivable is not an auto loan delinquent renewal or any identified test product;

(xxxix) at the time of sale to the Borrower, such Receivable had been originated pursuant to a Credit Policy and had been serviced pursuant to a Collection Policy that in each case is in material compliance with section 6.01(h) of the Credit Agreement;

(xl) in the case of a Receivable originated by the Bank Originator, (A) the Bank Originator shall not have failed to maintain its (1) "well-capitalized" risk-based

regulatory status under the FDIC's prompt corrective action regulations as in effect from time to time, or (2) higher capital levels as agreed to with or specified by federal or state bank regulators, or (B) the Bank Originator Program Documents shall not have been terminated; and

(xli) at the time of origination of such Receivable in the case of a Receivable originated by the Bank Originator, the Obligor's state of residence (a) is not Colorado, Connecticut, Georgia, Iowa, West Virginia, Maine, New York, Vermont, Wyoming nor District of Columbia, (b) is not Hawaii if the original loan balance is less than \$1,500, and (c) is not Illinois if the "all in" military annual percentage rate (MAPR) is greater than 36%.

(b) Schedule of Receivables. The information with respect to a Receivable set forth in the Schedule of Receivables is true and correct in all material respects as of the related Funding Date or substitution date.

(c) Compliance with Law. The Receivable complied at the time it was originated or made, the transfer of that Receivable to the Borrower complied at the time of transfer, and the ownership of that Receivable by the Borrower complies as of the related Funding Date, as applicable, in all material respects with all requirements of applicable federal, State and local laws, and regulations thereunder, including to the extent applicable, usury laws, the Federal Truth in Lending Act, the Equal Credit Opportunity Act, the Fair Credit Reporting Act, the Federal Trade Commission Act, the Fair Debt Collection Practices Act, the Fair Credit Billing Act, the Magnuson-Moss Warranty Act, Federal Reserve Board Regulations B and Z, the Servicemembers Civil Relief Act, State adaptations of the National Consumer Act and of the Uniform Consumer Credit Code and any other consumer credit, equal opportunity and disclosure laws applicable to that Receivable. None of the underlying Obligor related to such Receivables are Sanctioned Targets.

(d) Binding Obligation. The Receivable and the related Contract are duly authorized on the part of the related Obligor, are in full force and effect and constitute the legal, valid and binding payment obligation in writing of the Obligor, enforceable by the holder thereof in accordance with its terms, except (i) as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, liquidation or other similar laws and equitable principles relating to or affecting the enforcement of creditors' rights generally and (ii) as such Receivable may be modified by the application after the related Cutoff Date of the Servicemembers Civil Relief Act, to the extent applicable to the related Obligor.

(e) Receivable in Force. The Receivable has not been satisfied, subordinated or rescinded nor has the underlying collateral, if any, securing the related Contract been released from the lien of such Receivable in whole or in part, other than in connection with a substitution of similar collateral in accordance with customary procedures, and no Regional Management Entity has done anything to impair the rights of the Secured Parties therein.

(f) No Default; No Waiver. Except for payment delinquencies with respect to any Receivable, no default, breach, violation or event permitting acceleration under the terms of the Receivable existed as of the related Cutoff Date nor did any continuing condition that with notice

or lapse of time, or both, would constitute a default, breach, violation or event permitting acceleration under the terms of the Receivable exist as of the related Cutoff Date and the Borrower has not waived any of the foregoing.

(g) No Government Obligor. The Obligor on the Receivable is not the United States or any State or any local government, or any agency, department, political subdivision or instrumentality of the United States or any State or any local government.

(h) Assignment. No Receivable has been originated in, or is subject to the laws of, any jurisdiction under which the sale, transfer, assignment, setting over, conveyance or pledge of such Receivable would be unlawful, void, or voidable. Neither any Originator nor Regional Management has entered into any agreement with any Obligor that prohibits, restricts or conditions the assignment of the related Receivable.

(i) Good Title. It is the intention of the Borrower that each of the sales, transfers, assignments and conveyances herein contemplated constitute an absolute sale, transfer, assignment and conveyance of the Receivables (other than Receivables originated by the Bank Originator), participation interests in the Receivables (in the case of Receivables originated by the Bank Originator) and the 2023-1B SUBI Certificate and that neither such Receivables, such participation interests in Receivables, nor the 2023-1B SUBI Certificate shall be a part of Regional Management's estate in the event of the filing of a bankruptcy petition by or against Regional Management under any bankruptcy law. As of the Closing Date or the related Funding Date, as applicable, none of the 2023-1B SUBI Certificate, any Receivable (other than Receivables originated by the Bank Originator), or any participation interests in the Receivables (in the case of Receivables originated by the Bank Originator) has been sold, transferred, assigned, conveyed or pledged by any Originator, Regional Management, the Trust or the Borrower to any Person other than pursuant to the Basic Documents. As of the Closing Date or the related Funding Date, as applicable, and immediately prior to the related sale and transfer herein contemplated, Regional Management had good and marketable title to and was the sole owner of each related Receivable (except for a Receivable Originated by the Bank Originator), each related participation interest (in the case of a Receivable originated by the Bank Originator) and the 2023-1B SUBI Certificate free and clear of all Liens (except any Lien which will be released prior to assignment of such Receivable hereunder and any Permitted Liens), and, immediately upon the sale and transfer thereof, the Borrower will have good and marketable title to each such Receivable, each such participation interest (in the case of a Receivable originated by the Bank Originator) and the 2023-1B SUBI Certificate, free and clear of all Liens (other than Permitted Liens).

(j) Filings. All filings (including UCC filings) necessary in any jurisdiction to give the Borrower a first priority, validly perfected ownership interest in the Receivables (other than any related security with respect thereto, to the extent that an ownership interest therein cannot be perfected by the filing of a financing statement), and to give the Administrative Agent a first priority perfected security interest therein, will be made on the Closing Date.

(k) Priority. The Receivable is not pledged, assigned, sold, subject to a security interest, or otherwise conveyed other than pursuant to the Basic Documents. Neither any Originator nor Regional Management has authorized the filing of and there are no financing

statements against an Originator or Regional Management that include a description of collateral covering any Receivable other than any financing statement relating to security interests (i) granted under the Basic Documents or (ii) that have been or, prior to the assignment of such Receivable hereunder, will be terminated, amended or released. The Second Tier Purchase Agreement creates a valid and continuing security interest in the Receivable and the 2023-1B SUBI Certificate (other than the related security with respect thereto) in favor of the Borrower which security interest is prior to all other Liens (other than Permitted Liens) and is enforceable as such against all other creditors of and purchasers and assignees from Regional Management.

(l) Characterization of Receivables. Each Receivable constitutes “tangible chattel paper,” “accounts,” “instruments,” “general intangibles,” or “electronic chattel paper” (in each case, as defined in the UCC).

(m) One Original. With respect to each Receivable with respect to which the related Contract does not constitute an Electronic Contract, there is only one executed original of the Contract (except in the case of a Convenience Check) related to such Receivable. Further, the Contract relating to such Receivable described in the preceding sentence does not have any stamps, marks or notations indicating any interest of any other Person, or if it has any stamps, marks or notations indicating an interest of any other Person, such stamps, marks or notations have been cancelled or voided (or if such stamp, mark or notation is in the name of an agent (or any predecessor agent) under the Senior Revolver, the Borrower has the right to cancel or void such stamp, mark or notation without the consent of such agent (or any predecessor agent, as applicable) and such agent (or any predecessor agent, as applicable) has released in writing its lien on such Contract).

(n) No Defenses. Neither any Originator nor Regional Management has any knowledge either of any facts which would give rise to any right of rescission, offset, claim, counterclaim or defense, or of the same being asserted or threatened and is not subject to any dispute, offset, counterclaim or defense whatsoever (except the discharge in bankruptcy of the related Obligor) with respect to any Receivable.

(o) Receivable File. As of the related Funding Date, (i) with respect to any Contract other than an Electronic Contract, the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties, (ii) with respect to an Electronic Contract that constitutes Electronic Chattel Paper, the Authoritative Copy of such Electronic Contract is maintained in the Electronic Vault solely for the benefit of the Administrative Agent, as pledgee of the Borrower or the Trust, as applicable, and the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties, and (iii) with respect to an Electronic Contract that does not constitute Electronic Chattel Paper, the electronically authenticated original record of the executed Contract is maintained in the Electronic Vault solely for the benefit of the Administrative Agent, as pledgee of the Borrower or the Trust, as applicable, and the original related Receivable File, Servicer File and related documentation are maintained by the Servicer on behalf of the Borrower for the benefit of the Secured Parties.

(p) No Fraud or Misrepresentation. To the best of the Borrower’s knowledge, such

Receivable was originated without fraud or misrepresentation.

(q) Electronic Chattel Paper. With respect to each Receivable with respect to which the related Contract constitutes Electronic Chattel Paper, all of the following are true:

(i) There is only one single Authoritative Copy of each electronic “record” constituting or evidencing a Contract that is Electronic Chattel Paper, the record or records composing the Electronic Chattel Paper are created, stored and assigned in such a manner that (A) a single authoritative copy of the record or records exists which is unique, identifiable and unalterable (other than a revision that is readily identifiable as an authorized or unauthorized revision), (B) each copy of the authoritative copy and any copy of a copy is readily identifiable as a copy that is not the authoritative copy, (C) the authoritative copy has been communicated to and is maintained by the Electronic Vault Provider as a designated custodian of the Administrative Agent, (D) all copies or revisions that add or change an identified assignee of the Authoritative Copy of such Contract that constitutes or evidences the Receivable must be made with the participation of the Administrative Agent, and (E) such Authoritative Copy identifies only the Administrative Agent as the assignee.

(ii) Neither the Borrower nor any other Person has communicated an Authoritative Copy of such Contract that constitutes or evidences the Receivable to any Person other than the Electronic Vault Provider as a designated custodian of the Administrative Agent pursuant to the terms of this Agreement and the Electronic Collateral Control Agreement from and after the applicable Funding Date.

SCHEDULE OF RECEIVABLES

[Original delivered to and on file with the Agents]

SC-1

SCHEDULE D

LOCATION OF RECEIVABLE FILES AND BOOKS AND RECORDS

[Provided to and on file with the Administrative Agent]

SD-1

LIST OF APPROVED SUBSERVICERS

Regional Finance Corporation of Alabama
Regional Finance Company of Arizona, LLC
Regional Finance Company of California, LLC
Regional Finance Company of Georgia, LLC
Regional Finance Company of Idaho, LLC
Regional Finance Company of Illinois, LLC
Regional Finance Company of Indiana, LLC
Regional Finance Company of Louisiana, LLC
Regional Finance Company of Mississippi, LLC
Regional Finance Company of Missouri, LLC
Regional Finance Company of New Mexico, LLC
Regional Finance Corporation of North Carolina
Regional Finance Company of Oklahoma, LLC
Regional Finance Corporation of South Carolina
Regional Finance Corporation of Tennessee
Regional Finance Corporation of Texas
Regional Finance Company of Utah, LLC
Regional Finance Company of Virginia, LLC
Regional Finance Corporation of Wisconsin

REPRESENTATIONS AND WARRANTIES REGARDING SECURITY INTERESTS

The Borrower represents and warrants as of the Closing Date and each Funding Date:

(ii) This Agreement creates a valid and continuing security interest (as defined in the applicable UCC) in all Collateral, including the Receivables (or participation interests therein, as applicable) and the 2023-1B SUBI Certificate, in favor of the Administrative Agent, which security interest is prior to all other Liens, and is enforceable as such against creditors of and purchasers from the Borrower.

(iii) The Receivables constitute “tangible chattel paper,” “accounts,” “instruments,” “general intangibles” or “electronic chattel paper” (in each case, as defined in the UCC). .

(iv) The Borrower owns and has good and marketable title to the Collateral, including the Receivables (or participation interests therein, as applicable) and the 2023-1B SUBI Certificate, free and clear of any Lien, claim, or encumbrance of any Person (other than Permitted Liens).

(v) The Borrower has caused or will have caused, within ten (10) calendar days following the Closing Date, the filing of all appropriate financing statements in the proper filing office in the appropriate jurisdictions under Applicable Law in order to perfect the security interest in the Receivables (or participation interests therein, as applicable) granted to the Administrative Agent hereunder. The Borrower has delivered a duly executed Account Control Agreement and has delivered the 2023-1B SUBI Certificate to the Administrative Agent.

(vi) Other than the security interest granted to the Administrative Agent pursuant to this Agreement, the Borrower has not pledged, assigned, sold, granted a security interest in, or otherwise conveyed any of the Collateral. The Borrower has not authorized the filing of and is not aware of any financing statements against the Borrower that include a description of collateral covering the Collateral other than any financing statement relating to the security interest granted to the Administrative Agent hereunder, that has been terminated or amended in connection with the security interest of the Administrative Agent. The Borrower is not aware of any judgment or tax lien filings against the Borrower.

(vii) The Borrower (or its duly appointed agent) has in its possession all copies of the Contracts that constitute or evidence the Receivables (other than Electronic Contracts). The Contracts (other than Electronic Contracts) that constitute or evidence the Receivables do not have any stamps, marks or notations indicating that they have been pledged, assigned, or otherwise conveyed to any Person other than the Administrative Agent, except such stamps, marks or notations otherwise cancelled, voided or superseded (or if such stamp, mark or notation is in the name of an agent (or any predecessor agent) under the Senior Revolver, the Borrower has the right to cancel or void such stamp, mark or notation without the consent of such agent (or any predecessor agent, as applicable)

and such agent (or any predecessor agent, as applicable) has released in writing its lien on such Contract). All financing statements filed or to be filed against the Borrower in favor of the Administrative Agent in connection herewith describing the Receivables contain a statement to the following effect: "A purchase of or security interest in any collateral described in this financing statement will violate the rights of the Administrative Agent".

SF-2

SERVICING CENTRALIZATION EVENT

Following the occurrence of a Servicing Centralization Event, unless waived by the Required Lenders, the following will occur:

(r) The Backup Servicer will confirm access by a party designated by the Administrative Agent to a central lockbox approved by the Administrative Agent (acting at the direction of the Required Lenders) (the “Lockbox”), pursuant to a lockbox agreement (the “Lockbox Agreement”) among the holder of the Lockbox, the Backup Servicer, Regional Management and the Administrative Agent on behalf of the Lenders. Regional Management will send letters to Obligor with new/updated payment instructions to make all payments to the Lockbox and all other offices of Regional Management that collect cash and checks must send such Collections to the Lockbox within one day of receipt.

(s) The Administrative Agent, the Agents and the Backup Servicer will participate in status meetings with Regional Management on a regular basis, which meetings may be conducted telephonically.

(t) The collection function will remain with Regional Management as Servicer, but moved to a central location acceptable to the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

(u) Regional Management will utilize a single repossession vendor with a national footprint acceptable to the Administrative Agent (acting at the direction of the Required Lenders) and the Backup Servicer.

(v) Regional Management will make available to the Backup Servicer any imaged loan files of the Contracts held in the custody of Regional Management (or its designee).

LOCATIONS OF BOOKS AND RECORDS; BORROWER OPERATING ACCOUNT

[Provided to and on file with the Administrative Agent]

SH-1

FORM OF FUNDING REQUEST

_____, 20_

Bank of Montreal
320 South Canal Street, 4th Floor
Chicago, IL 60606
Attention: Corporate & Commercial Lending Operations
E-mail: xxx@bmo.com
Telephone: xxx-xxx-xxxx

With a copy to: xxx@bmo.com

Computershare Trust Company, N.A.
as Securities Intermediary and Backup Servicer
1505 Energy Park Drive
St. Paul, Minnesota 55108
Attention: Corporate Trust Services – Asset Backed Administration

Re: Regional Management Receivables VII, LLC – Credit Agreement

Ladies and Gentlemen:

The undersigned is a Responsible Officer of Regional Management Receivables VII, LLC (the “Borrower”) and is authorized to execute and deliver this Funding Request on behalf of the Borrower pursuant to the Credit Agreement, dated as of April 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Regional Management Corp, as servicer, Computershare Trust Company, N.A., as securities intermediary and backup servicer, the Lenders from time to time party thereto, the Agents for the Lender Groups from time to time parties thereto and BMO Capital Markets Corp., as Administrative Agent. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

The Borrower hereby requests that a Loan be made under the Credit Agreement on _____, ____ in the amount of \$_____.

In connection with the foregoing, the undersigned hereby certifies, on behalf of the Borrower, as follows:

(1) As of the date hereof, the Borrowing Base (calculated as of the previous Determination Date, or the later of, with respect to Receivables added to the Collateral following such Determination Date, but prior to or on such date of determination, the related Cutoff Date) is _____. After giving effect to the requested Loan, the Loans Outstanding will not exceed the Borrowing Base, and no Borrowing Base Deficiency will exist. Attached to this Funding Request is a true, complete and correct calculation of the Borrowing Base and all components thereof.

(2) All of the conditions applicable to the requested Loan as set forth in the Credit Agreement have been satisfied as of the date hereof and will remain satisfied to the date of such Loan, including:

(a) each of the representations and warranties contained in Article Five of the Credit Agreement are true and correct in all respects on and as of the date hereof, before and after giving effect to the Loan and to the application of the proceeds therefrom as though made on and as of the date hereof;

(b) no event has occurred, or would result from such Loan or from the application of the proceeds therefrom, which constitutes an Event of Default or Facility Amortization Event;

(c) the Borrower is in material compliance with each of its covenants set forth in the Credit Agreement; and

(d) to the best of the Borrower's knowledge, no event has occurred which constitutes a Servicer Termination Event.

(3) The requested Loans will not, on the Funding Date, exceed the Available Amount and, after giving effect to the requested Loan, the Loans Outstanding will not exceed the Borrowing Base.

(4) Attached hereto is a true, correct and complete Schedule C to the Credit Agreement, reflecting all [Initial] [Subsequent] Receivables which will become part of the Collateral on the Funding Date, each [Initial] [Subsequent] Receivable reflected thereon being an Eligible Receivable.

(5) The Cutoff Date with respect to the Receivables is , 20__.

REGIONAL MANAGEMENT RECEIVABLES VII, LLC,
as Borrower

By: Name:

Title:

A-3

SCHEDULE A TO FUNDING REQUEST

[FORM OF FUNDING REQUEST REPORT TO BE INSERTED]

A-4

[RESERVED]

FORM OF ASSIGNMENT AND ACCEPTANCE¹

_____, 20__

Reference is made to the Credit Agreement, dated as of April 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables VII, LLC, as borrower, Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, BMO Capital Markets Corp., as administrative agent (in such capacity, the “Administrative Agent”), and Computershare Trust Company, N.A., as securities intermediary and backup servicer. Capitalized terms used but not otherwise defined herein shall have the meaning given to them in the Credit Agreement.

_____ (the “Assignor”) and _____ (the “Assignee”) agree as follows:

1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases and assumes from the Assignor, that interest in and to all of the Assignor’s rights and obligations under the Credit Agreement as of the date hereof which represents the percentage interest specified in Section 1 of Schedule 1 of all outstanding rights and obligations of the Assignor under the Credit Agreement, including such interest in the Commitment of the Assignor and the Lender Advances made by the Assignor. After giving effect to such sale and assignment, the Commitment and the amount of Lender Advances made by the Assignee will be as set forth in Section 2 of Schedule 1.
2. The Assignor represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any Lien.
3. The Assignor and the Assignee confirm to and agree with each other and the other parties to Credit Agreement that: (i) other than as provided herein, the Assignor makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Credit Agreement or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Credit Agreement or any other instrument or document furnished pursuant thereto; (ii) the Assignee confirms that it has received a copy of the Credit Agreement, together with copies of such financial statements and other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into such Assignment and Acceptance; (iii) the Assignee will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender party to the Credit Agreement and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not

¹ Note: This form may be modified as necessary (but on a basis consistent with this form) to accommodate assignments of balances by Conduits and other scenarios.

taking action under the Credit Agreement; (iv) the Assignor and the Assignee confirm that the Assignee is an Eligible Assignee; (v) the Assignee appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers under this Agreement as are delegated to such agent by the terms hereof, together with such powers as are reasonably incidental thereto; (vi) the Assignee agrees that it will perform in accordance with their terms all of the obligations which by the terms of the Credit Agreement are required to be performed by it as a Lender, including the confidentiality provisions of Article Fourteen of the Credit Agreement; and (vii) this Assignment and Acceptance meets all other requirements for such an Assignment and Acceptance set forth in Article Thirteen of the Credit Agreement.

4. Following the execution of this Assignment and Acceptance by the Assignor and the Assignee, it will be delivered to the Administrative Agent for acceptance. The effective date of this Assignment and Acceptance (the “Assignment Date”) shall be the date of acceptance thereof by the Administrative Agent, unless a later date is specified in Section 3 of Schedule 1.

5. The Assignor and the Assignee agree to reimburse the Administrative Agent for all reasonable fees, costs and expenses (including reasonable fees and out-of-pocket expenses of counsel for the Administrative Agent) incurred by the Administrative Agent in connection with this Assignment and Acceptance.

6. Upon such acceptance by the Administrative Agent, the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance, have the rights and obligations of a Lender thereunder, provided, however, that the Assignor shall, to the extent such rights have been assigned by it under this Assignment and Acceptance, relinquish its assigned rights and be released from its assigned obligations under the Credit Agreement (and, in the case of an Assignment and Acceptance coving all or the remaining portion of an assigning Assignor’s rights and obligations under the Credit Agreement, Assignor shall cease to be a party thereto).

7. Upon such acceptance by the Administrative Agent, from and after the Assignment Date, the Administrative Agent shall make, or cause to be made, all payments under the Credit Agreement in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and fees with respect thereto) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Assignment Date directly between themselves.

8. **THIS ASSIGNMENT AND ACCEPTANCE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO ITS CONFLICTS OF LAW PROVISIONS (OTHER THAN § 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).**

IN WITNESS WHEREOF, the Assignor and the Assignee have executed this Acceptance and Assignment as of the ____ day
of _____, 20__.

_____, as Assignor

By:

Name:

Title:

_____, as Assignee

By:

Name:

Title:

Schedule 1
to
Assignment and Acceptance
_____, 20__

Section 1.

Percentage Interest: _____ %²

Section 2.

Dollar Amount of the Loan Owing to the Assignee: \$ _____

Section 3.

Assignment Date: _____, 20__

² Add percentage of Commitments / Loans assigned over the aggregate of all Commitments / Loans of all Lenders.

FORM OF CREDIT POLICY

[Provided to and on file with the Administrative Agent]

FORM OF COLLECTION POLICY

[Provided to and on file with the Administrative Agent]

FORM OF POWER OF ATTORNEY

April 3, 2023

This Power of Attorney (this “Power of Attorney”) is executed and delivered by Regional Management Receivables VII, LLC (“Grantor”) to BMO Capital Markets Corp., as Administrative Agent (“Attorney”), pursuant to (i) the Credit Agreement, dated as of April 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, BMO Capital Markets Corp. as administrative agent and Computershare Trust Company, N.A., as securities intermediary and backup servicer, and (ii) the other Basic Documents. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor until all Aggregate Unpaid have been indefeasibly paid in full and Attorney has provided its written consent thereto.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney’s own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Credit Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it, upon the occurrence and during the continuance of any Event of Default, to do the following: (i) to give any necessary receipts or acquittance for amounts collected or received under the Credit Agreement, (ii) to make all necessary transfers of the Collateral in connection with any sale or other disposition made pursuant to the Credit Agreement, (iii) to execute and deliver for value all necessary or appropriate bills of sale, assignments and other instruments in connection with any such sale or other disposition, Grantor thereby ratifying and confirming all that such Attorney (or any substitute) shall lawfully do hereunder and pursuant hereto, (iv) to sign any agreements, orders or other documents in connection with or pursuant to any Basic Document, (v) to exercise all rights and privileges of Grantor under the Second Tier Purchase Agreement, (vi) to pay or discharge any taxes, Liens or other encumbrances levied or placed on or threatened against Grantor or Grantor’s property, (vii) to defend any suit, action or

proceeding brought against Grantor if Grantor does not defend such suit, action or proceeding or if Attorney believes that it is not pursuing such defense in a manner that will maximize the recovery to Attorney, and settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, give such discharges or releases as Attorney may deem appropriate, (viii) to file or prosecute any claim, litigation, suit or proceeding in any court of competent jurisdiction or before any arbitrator, or take any other action otherwise deemed appropriate by Attorney for the purpose of collecting any and all such moneys due to Grantor whenever payable and to enforce any other right in respect of Grantor’s property, (ix) to sell, transfer, pledge, make any agreement with respect to or otherwise deal with, any of Grantor’s property, and execute, in connection with such sale or action, any endorsements, assignments or other instruments of conveyance or transfer in connection therewith and (x) to cause the certified public accountants then engaged by Grantor to prepare and deliver to Attorney at any time and from time to time, promptly upon Attorney’s request, any reports required to be prepared by or on behalf of Grantor under the Credit Agreement or any other Basic Document, all as though Attorney were the absolute owner of its property for all purposes, and to do, at Attorney’s option and Grantor’s expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do.

Grantor hereby ratifies, to the extent permitted by Applicable Law, all that the Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of the date first above written.

REGIONAL MANAGEMENT RECEIVABLES VII, LLC

By:
Name:
Title:

Sworn to and subscribed before
me as of the date first above written

Notary Public

[NOTARY SEAL]

FORM OF POWER OF ATTORNEY

April 3, 2023

This Power of Attorney (this “Power of Attorney”) is executed and delivered by Regional Management Corp. (“Grantor”) to BMO Capital Markets Corp., as Administrative Agent (“Attorney”), pursuant to (i) the Credit Agreement, dated as of April 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables VII, LLC, as borrower (the “Borrower”), Grantor, as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, as administrative agent and Computershare Trust Company, N.A., as securities intermediary and backup servicer, and (ii) the other Basic Documents. Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

No person to whom this Power of Attorney is presented, as authority for Attorney to take any action or actions contemplated hereby, shall inquire into or seek confirmation from Grantor as to the authority of Attorney to take any action described below, or as to the existence of or fulfillment of any condition to this Power of Attorney, which is intended to grant to Attorney unconditionally the authority to take and perform the actions contemplated herein, and Grantor irrevocably waives any right to commence any suit or action, in law or equity, against any person or entity that acts in reliance upon or acknowledges the authority granted under this Power of Attorney. The Power of Attorney granted hereby is coupled with an interest and may not be revoked or cancelled by Grantor until all Aggregate Unpaid have been indefeasibly paid in full and Attorney has provided its written consent thereto.

Grantor hereby irrevocably constitutes and appoints Attorney (and all officers, employees or agents designated by Attorney), with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in its place and stead and in its name or in Attorney’s own name, from time to time in Attorney’s discretion, to take any and all appropriate action and to execute and deliver any and all documents and instruments that may be necessary or desirable to accomplish the purposes of the Credit Agreement, and, without limiting the generality of the foregoing, hereby grants to Attorney the power and right, on its behalf, without notice to or assent by it, upon the occurrence and during the continuance of any Servicer Termination Event, to execute any agreements, orders, instructions or other documents in connection with the Receivables, the Receivables Files or the Contracts, including giving instructions to any subservicer with respect to assembly and delivery of possession of the Receivables Files or the Contracts (other than the Electronic Contracts) to or at the direction of the Administrative Agent, all as though Attorney were the absolute owner of its property for all purposes, and to do, at Attorney’s option and Grantor’s expense, at any time or from time to time, all acts and other things that Attorney reasonably deems necessary to perfect, preserve, or realize upon its property or assets and the Liens of the Administrative Agent, as agent for the Secured Parties thereon, all as fully and effectively as it might do.

Grantor hereby ratifies, to the extent permitted by Applicable Law, all that the Attorney shall lawfully do or cause to be done by virtue hereof.

IN WITNESS WHEREOF, this Power of Attorney is executed by Grantor as of the date first above written.

REGIONAL MANAGEMENT CORP.

By:

Name:

Title:

Sworn to and subscribed before
me as of the date first above written

Notary Public

[NOTARY SEAL]

FORM OF SECURITIZATION RELEASE

Reference is hereby made to the Credit Agreement, dated as of April 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables VII, LLC, as borrower, Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, BMO Capital Markets Corp., as administrative agent (in such capacity, the “Administrative Agent”) and Computershare Trust Company, N.A., as securities intermediary and backup servicer. Capitalized terms not defined herein shall have the meaning given such terms in the Credit Agreement.

The Borrower and the Servicer hereby represent and warrant that each condition in the Credit Agreement and each other Basic Document, to the consummation of the Securitization to which this Securitization Release relates, has been satisfied, including but not limited to delivery of (i) the executed Securitization Date Certificate, in substantially the form attached hereto as Annex 1 and (i) the executed notice, in substantially the form attached hereto as Annex 2.

Upon deposit in the Collection Account of \$ _____³ in accordance with Section 2.15(a)(iv) in immediately available funds, the Administrative Agent hereby releases all of its right, title and interest, including its Lien, in and to the following:

(a) the Receivables (including the North Carolina Receivables evidenced by the 2023-1B SUBI Certificate) to be transferred by the Borrower in the related Securitization and described in Schedule I hereto (the “Securitized Receivables” and such Schedule, the “Schedule of Securitized Receivables”), together with the related Contracts (including the agreement to service the Receivables), whether now existing or hereafter acquired, and any accounts or obligations evidenced thereby, any guarantee thereof, all Collections related thereto, and all monies due (including any payments made under any guarantee or similar credit enhancement with respect to any such Securitized Receivables) to become due or received by any Person in payment of any of the foregoing on or after the related Securitization Date;

(b) all Receivable Files, Servicer Files, and the Schedule of Securitized Receivables, relating to the Securitized Receivables, whether now existing or hereafter acquired, and all right, title and interest of the Borrower in and to the documents, agreements and instruments included in such Receivable Files and Servicer Files, including rights of recourse of the Borrower against the related Obligors and Regional Management;

(c) all of the Borrower’s interest in all Records, documents and writings evidencing or related to the Securitized Receivables or the related Contracts;

(d) all of the Borrower’s interest in all guaranties, indemnities, warranties, insurance (and proceeds and premium refunds thereof) payments, and other agreements or arrangements of

³ Aggregate Release Price.

whatever character from time to time supporting or securing payment of the Securitized Receivables, whether pursuant to the related Contracts or otherwise;

(e) all security interests, Liens, guaranties and other encumbrances in favor of or assigned or transferred to the Borrower in and to the Securitized Receivables, whether now existing or hereafter acquired, and the related underlying collateral with respect to such Securitized Receivables, whether now existing or hereafter acquired;

(f) all deposit accounts, monies, deposits, funds, accounts and instruments relating to the foregoing;

(g) all of the Borrower's right, title and interest in and to First Tier Master Purchase Agreement, any Bank Originator Transfer Agreement and the Second Tier Purchase Agreement relating to the Securitized Receivables and remedies thereunder and the assignment to the Administrative Agent of all UCC financing statements filed by the Borrower against Regional Management under or in connection with the Second Tier Purchase Agreement and relating to such Securitized Receivables;

(h) any and all other assets of the Borrower relating to the Securitized Receivables, including all accounts, deposit accounts, general intangibles, chattel paper, instruments and investment property; and

(i) all income, products and accessions, and proceeds of the foregoing.

[The Servicer and the Borrower hereby direct the Servicer to deliver the Receivable Files for the Securitized Receivables to _____.]

as of _____, 20__.

REGIONAL MANAGEMENT RECEIVABLES VII, LLC, as Borrower

By:

Name:

Title:

REGIONAL MANAGEMENT CORP., as Servicer

By:

Name:

Title:

BMO CAPITAL MARKETS CORP., as Administrative Agent

By:

Name:

Title:

REGIONAL MANAGEMENT CORP.
SECURITIZATION DATE CERTIFICATE
PURSUANT TO SECTION 2.15(a)
OF THE CREDIT AGREEMENT

Regional Management Corp., delivers this certificate pursuant to Section 2.15(a) of the Credit Agreement, dated as of April 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables VII, LLC, as borrower (the “Borrower”), Regional Management Corp. (“Regional Management”), as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, BMO Capital Markets Corp., as administrative agent (in such capacity, the “Administrative Agent”) and Computershare Trust Company, N.A., as securities intermediary and backup servicer, and hereby certifies, as of the date hereof, the following:

(a) the Borrower has sufficient funds on the related Securitization Date to effect the Securitization in accordance with the Credit Agreement (taking into account, to the extent necessary, the proceeds of sales of the Collateral in the Securitization);

(b) after giving effect to the Securitization, the release of by the Administrative Agent of the related Receivables on the Securitization Date and the transfer by the Borrower or the related Receivables on the Securitization Date, (1) no adverse selection procedures shall have been used by the Borrower with respect to the Receivables that will remain subject to the Credit Agreement after giving effect to the Securitization, (2) no Borrowing Base Deficiency exists, (3) no Unmatured Event of Default, Event of Default or Facility Amortization Event has occurred or results from such release and Securitization, (4) if such Securitization Date is not a Payment Date, the Borrower shall have sufficient available funds on the immediately succeeding Payment Date to pay all amounts due and payable on such Payment Date pursuant to Section 2.08, (5) the representations and warranties contained in Sections 5.01 and 5.02 are true and correct in all material respects, except to the extent that such representations and warranties expressly related to an earlier date as set forth therein, and (6) with respect to any Receivables being transferred pursuant to clause (ii) of the definition of Securitization pursuant to Section 2.15(a)(iii), the purchase price relating to such Receivables shall be at fair market value as determined in good faith by the Borrower, Regional Management and the related Originators (except for the Bank Originator); and

(c) the Borrower has delivered to the Administrative Agent a list specifying the Receivables being released pursuant to such Securitization.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

20__.

IN WITNESS WHEREOF, the Servicer has caused this certificate to be executed on its behalf this ____ day of _____,

REGIONAL MANAGEMENT CORP.

By:
Name:
Title:

SCHEDULE A TO SECURITIZATION DATE CERTIFICATE

[FORM OF SECURITIZATION REPORT TO BE INSERTED]

[See Attached]

FORM OF NOTICE

Regional Management Receivables VII, LLC

_____, 20__

BMO Capital Markets Corp.
 as Administrative Agent
 320 South Canal Street, 4th Floor
 Chicago, IL 60606
 Attention: Frank Trocchio
 Email: Frank.Trocchio@BMO.com

Computershare Trust Company, N.A.,
 as Securities Intermediary and Backup Servicer
 1505 Energy Park Drive
 St. Paul, Minnesota 55108
 Attention: Corporate Trust Services – Asset Backed Administration

[eOriginal, Inc.
 351 W. Camden Street, Suite 800
 Baltimore, Maryland 21201
 Attention: General Counsel
 Phone: 410-625-5152
 Email: legal@eoriginal.com]⁴

Re: Regional Management Receivables VII, LLC – Credit Agreement

Ladies and Gentlemen:

Reference is made to [(a)] the Credit Agreement, dated as of April 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables VII, LLC, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, BMO Capital Markets Corp., as administrative agent (in such capacity, the “Administrative Agent”) and Computershare Trust Company, N.A. (“Computershare”) as securities intermediary and backup servicer [and (b) the Electronic Collateral Control Agreement, dated as of April 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Electronic Collateral Control Agreement”), by and among the Administrative Agent, for itself and other secured parties, the Borrower, as a debtor,

⁴ [eOriginal, Inc. to be included as an addressee if electronic contracts are referenced in this notice.]

Regional Management, Regional Management North Carolina Receivables Trust, acting thereunder solely with respect to the 2023-1B SUBI, as a debtor, and eOriginal, Inc.].

Pursuant to Section 2.15(a)(i) of the Credit Agreement, the Borrower gives notice of its intent to effect a Securitization on or about _____, 20__ (which date is no fewer than 30 days after the date of delivery of this notice to the Administrative Agent) and on such date, the Borrower elects to prepay the aggregate Principal Amount of the Loans [in whole]/[in an amount equal to \$[]].

Pursuant to Section 4.3 of the Electronic Collateral Control Agreement, the Borrower acknowledges that the Securitization and the transfer of eContracts (as defined in the Electronic Collateral Control Agreement) to the Securitization is permitted under the Credit Agreement, the 2023-1B SUBI Security Agreement and the Basic Documents.

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Very truly yours,

REGIONAL MANAGEMENT RECEIVABLES VII, LLC

By:

Name:

Title:

SCHEDULE OF SECURITIZED RECEIVABLES

[Receivables relating to a Securitization as defined under clause (i) of the definition thereof]

[Receivables relating to a Securitization as defined under clause (ii) of the definition thereof]

FORM OF MONTHLY REPORT

[Provided to and on file with the Administrative Agent]

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[RESERVED]

[RESERVED]

J-1

FORM OF PREPAYMENT NOTICE

Regional Management Receivables VII, LLC

_____, 20__

BMO Capital Markets Corp.,
as Administrative Agent
320 South Canal Street, 4th Floor
Chicago, IL 60606
Attention: Frank Trocchio
Email: Frank.Trocchio@BMO.com

Computershare Trust Company, N.A.
as Securities Intermediary and Backup Servicer
1505 Energy Park Drive
St. Paul, Minnesota 55108
Attention: Corporate Trust Services – Asset Backed Administration

Re: Regional Management Receivables VII, LLC – Credit Agreement

Ladies and Gentlemen:

Reference is made to the Credit Agreement, dated as of April 3, 2023 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Regional Management Receivables VII, LLC, as borrower (the “Borrower”), Regional Management Corp., as servicer, the lenders from time to time parties thereto, the agents from time to time parties thereto, BMO Capital Markets Corp., as administrative agent (in such capacity, the “Administrative Agent”) and Computershare Trust Company, N.A., as securities intermediary and backup servicer.

Pursuant to Section 2.06 of the Credit Agreement, the Borrower hereby gives notice that on _____, 20__ (which date is no fewer than five (5) Business Days after the date of delivery of this notice to the Administrative Agent and the Lenders) the Borrower elects [(i) to prepay the aggregate Principal Amount of the Loans [in whole]/[in an amount equal to \$[]].

Capitalized terms used herein that are not otherwise defined shall have the meanings ascribed thereto in the Credit Agreement.

Very truly yours,

REGIONAL MANAGEMENT RECEIVABLES VII, LLC

By:

Name:

Title:

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SYSTEM DESCRIPTION

[On file with the Administrative Agent]

L-1
