

AMENDMENT TO THE DEALER AGREEMENT

THIS AMENDMENT TO THE DEALER AGREEMENT (this “**Amendment**”) is entered into effective as of 06/27/2023 (the “**Effective Date**”), by and between RecFi, LLC, a Florida limited liability company (“**Finance**”), and the Dealer identified below on the signature page of this Amendment (“**Dealer**”, and together with Finance, the “**Parties**” and individually and without distinction, a “**Party**”).

RECITALS

WHEREAS, the Parties entered into that certain Dealer Agreement, dated _____ (as may be amended prior to the date hereof, the “**Agreement**”), under which Finance may, among other rights as set forth therein, originate direct installment loans and/or take assignment of retail installment contracts for the purchase of Products (as defined in the Agreement) by Customers (as defined in the Agreement);

WHEREAS, Finance has now entered into a commercial arrangement with Needham Bank, pursuant to which Needham Bank will originate installment loans directly to certain customers of dealers, with Needham Bank as the lender of record under such loans (such arrangement, the “**Bank Program**”);

WHEREAS, under the Bank Program, Finance (i) acts as a master servicer with respect to the originated loans on behalf of Needham Bank and, in its capacity as a master servicer, may utilize sub-servicer(s) selected by Finance from time to time and (ii) provides other services to Needham Bank; and

WHEREAS, commencing on the Effective Date, Finance will have the option under the Agreement (as amended by this Amendment) to take assignment of retail installment contracts, originate as a lender of record direct installment loans, and/or facilitate the origination of Bank Program loans by Needham Bank for the purchase of Products (as defined in the Agreement) by Customers (as defined in the Agreement) pursuant to the terms and conditions provided in this Amendment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, intending to be legally bound hereby, the Parties hereto agree as follows:

AGREEMENT

1. **Capitalized Terms.** Any capitalized terms used in this Amendment and not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement.
2. **Amendments.** As of the Effective Date, the Agreement is hereby amended as follows:

- a. Finance will have the right to at Finance's option in its sole discretion: (i) take assignment of retail installment contracts; (ii) originate as a lender of record direct installment loans; and/or (iii) facilitate the origination of Bank Program loans by Needham Bank, which in any of the foregoing (i)-(iii) shall be for the purchase of Products (as defined in the Agreement) by Customers (as defined in the Agreement).
- b. The Bank Program will be subject to the same terms and conditions of the Agreement that governed the origination of loans by Finance immediately prior to the Effective Date, provided that the Agreement is hereby amended to the extent necessary, *mutatis mutandis*, to reflect the additional Bank Program arrangement, such that any terms and conditions under the Agreement applicable to direct installment loans contemplating Finance as the lender of record will now be amended, *mutatis mutandis*, to reflect the following:
 - i. Finance shall have the additional right to facilitate the origination of Bank Program loans by Needham Bank, and
 - ii. with respect to the Bank Program loans, (x) Needham Bank shall have the sole authority and responsibility for making all credit decisions concerning the granting of a loan and the terms upon which any loan will be made, and Finance will communicate such decisions to Dealer, (y) disbursement in connection with the loans may be made by Needham Bank, and (z) Finance shall have the right to (I) act as a master servicer with respect to the originated loans on behalf of Needham Bank, (II) utilize, in its capacity as a master servicer, any sub-servicer selected by Finance and direct the Dealer to remit payments and communicate the sub-servicer's role to Customers, and (III) provide other services, as determined by Finance from time to time, to Needham Bank.
- c. Finance shall have the right without notice to or consent of Dealer to delegate any duty or obligation under the Agreement (as amended by this Amendment) or otherwise utilize any third parties for the provision of any of the duties described in the Agreement (as amended by this Amendment).
- d. The address for notices to Finance under the Agreement is replaced with the following:

RecFi, LLC
200 East Robinson Street, Suite 1110
Orlando, FL 32801

3. No Further Amendment. Except as amended by this Amendment, all of the terms, conditions and covenants of the Agreement are valid, remain in full force and effect, and are hereby ratified and confirmed by the Parties. All references to the Agreement in any

other document or instrument shall be deemed to mean the Agreement, as amended by this Amendment.

4. Conflict. To the extent there is a conflict between the terms and provisions of this Amendment and the Agreement, the terms and provisions of this Amendment will govern.
5. Counterparts. This Amendment may be executed in two or more counterparts (either electronically or otherwise), each of which will be deemed to be an original copy of this Amendment and all of which, when taken together, will be deemed to constitute one and the same agreement. Any signed counterpart of this Amendment may be delivered by electronic transmission (e.g., pdf), with the same legal force and effect as delivery of an originally signed agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, this Amendment has been executed by the Parties and delivered as of the Effective Date.

Dealer Name:	Finance: RECFI, LLC
For the Dealer Name above: By: _____	For RecFi, LLC : By: _____
Typed Name:	Typed Name: Will Schrama
Title:	Title: VP- Finance & Operations

Signature Page –Amendment to the Dealer Agreement