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7
8 **UNITED STATES DISTRICT COURT**
NORTHER DISTRICT OF CALIFORNIA

9
10 **KIMETRA BRICE, EARL BROWNE,**
and JILL NOVOROT,

11 **Plaintiffs,**

12 **v.**

13 **KENNETH REES, GPL SERVICING,**
14 **LTD., PLAIN GREEN, LLC, GREAT**
15 **PLAINS LENDING, LLC, VICTORY**
16 **PARK CAPITAL ADVISORS, LLC,**
17 **VICTORY PARK MANAGEMENT,**
18 **LLC, SCOTT ZEMNICK, JEFFREY**
SCHNEIDER, THOMAS WELCH,
19 **HAYNES INVESTMENTS, LLC, and**
L. STEPHEN HAYNES,

20 **Defendants.**

Case No. _____

CLASS ACTION COMPLAINT AND
DEMAND FOR JURY TRIAL

21 Plaintiffs, Kimetra Brice, Earl Browne, and Jill Novorot (collectively “Plaintiffs”), *on behalf*
22 *of themselves and all individuals similarly situated*, by Counsel, and for their Class Action
23 Complaint against Defendants Kenneth Rees, GPL Servicing, Ltd., Plain Green, LLC, Great Plains
24 Lending, LLC, Victory Park Capital Advisors, LLC, Victory Park Management, LLC, Scott
25 Zernick, Jeffrey Schneider, Thomas Welch, Haynes Investments, LLC (“Haynes Investments”),
26 and L. Stephen Haynes (collectively “Defendants”), they allege as follows:
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I. PRELIMINARY STATEMENT.

1. Most states have enacted usury laws that limit the amount of interest that a company may charge on a loan. To evade these laws, payday lenders originated their loan products in the name of national banks, who were exempt from state interest-rate caps under the National Bank Act. *See* 12 U.S.C. § 85. Under these arrangements, the bank served as a conduit for the loans in exchange for a fee, but the payday lender funded, serviced, and collected the loans—a tactic known as “rent-a-bank.” When federal regulators began cracking down on these rent-a-bank arrangements, the payday lenders developed a solution—they adapted the structure to use Native American tribal entities as the conduit to ostensibly cloak the loans in tribal sovereign immunity.¹ Hence, the new structure has been dubbed “rent-a-tribe” lending.

2. This case involves a rent-a-tribe enterprise that was established with the intent of evading state usury laws. Prior to establishing the rent-a-tribe enterprise at issue, Defendant Kenneth Rees (“Rees”) and his company, Think Finance, LLC,² made millions of dollars through a rent-a-bank relationship with First Bank of Delaware. After federal regulators shut down the rent-a-bank arrangement, Think Finance, under the direction of Rees, established a rent-a-tribe lending scheme with the Chippewa Cree Tribe and Otoe-Missouria Tribe. Under the rent-a-tribe model, loans were made in the name of Defendants Plain Green, LLC and Great Plains Lending, LLC—two entities formed under tribal law to serve as the fronts to disguise Defendants’ roles and to ostensibly shield the scheme by exploiting tribal sovereign immunity. In return for the use of their

¹ *See, e.g.,* Nathalie Martin & Joshua Schwartz, *The Alliance Between Payday Lenders and Tribes: Are Both Tribal Sovereignty and Consumer Protection at Risk?*, 69 WASH. & LEE L. REV. 751, 785 (2012) (providing background on payday loans and describing the rent-a-tribe model as “the most recent incarnation of payday lending companies regulation-avoidance”).

² Various lawsuits and government enforcement actions have uncovered the enterprise’s misconduct. *Pennsylvania v. Think Fin., Inc.*, No. 14-CV-7139 (E.D. Pa.). Faced with mounting pressure from the lawsuits and regulatory actions, Think Finance and its subsidiaries, Think Finance SPV, LLC; TC Decision Sciences, LLC; and Tailwind Marketing, LLC filed for bankruptcy on October 27, 2017, to avoid responsibility for the illegal scheme. *Think Finance, LLC v. Victory Park Capital Advisors, LLC*, Case No. 17-03106 (Bankr. Tex.).

1 name, the tribal companies received a nominal flat-fee of the revenue from the loans,³ but they
2 otherwise had no control over the income, expenses, or day-to-day operations of the businesses.

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4 3. Each of the Defendants played an integral role in the scheme. Rees was one of the
5 architects of a rent-a-tribe lending enterprise—one of the few in his role yet to be criminally
6 prosecuted for his misconduct.⁴ Rees is the former president and chief executive officer of Think
7 Finance, the company that provided the infrastructure to run the lending operation, including the
8 software, risk management, application processing, underwriting assistance, collections, and
9 customer service for the loans. In short, although Plain Green and Great Plains held themselves out
10 as the actual lenders of these internet payday loans, Think Finance controlled the origination and
11 servicing of the loans under the guise of Plain Green and Great Plains.⁵

12 ³ Although Plain Green received 4.5% of the revenue on paper, these funds were diverted to tribal
13 leaders such as Neal Paul Rosette and Billi Anne Morsette, the former “chief executive officers” of
14 Plain Green who were sent to prison for accepting bribes in exchange for facilitating the award of
15 tribal contracts and for helping another tribal member siphon over \$55,000 in tribal monies, which
16 were laundered through the predecessor company of Plain Green. The United States Attorney’s
17 Office, District of Montana, *Plain Green Officials Sent to Prison* (March 8, 2016),
<https://www.justice.gov/usao-mt/pr/plain-green-officials-sent-prison>. As part of this investigation,
18 the Montana Attorney General’s office uncovered that Rosette, Morsette, and James Eastlick, Jr.,
19 each received \$400,000 from a consulting company, Ideal Consulting, LLC, involved in the Plain
20 Green operation. *Id.* In other words, the Chippewa Cree Tribe actually received far less than the
21 4.5% allocated to it under the agreement.

22 ⁴ *See* Press Release, The United States Attorney’s Office, Southern District of New York, Scott
23 Tucker Sentenced To More Than 16 Years In Prison For Running \$3.5 Billion Unlawful Internet
24 Payday Lending Enterprise (Jan. 8, 2018), <https://www.justice.gov/usao-sdny/pr/scott-tucker-sentenced-more-16-years-prison-running-35-billion-unlawful-internet-payday>; Press Release, The
25 United States Attorney’s Office, Eastern District of Pennsylvania, Two Men Found Guilty of
26 Racketeering Conspiracy in Payday Lending Case, (Nov. 27, 2017), <https://www.justice.gov/usao-edpa/pr/two-men-found-guilty-racketeering-conspiracy-payday-lending-case>.

27 ⁵ Plaintiffs anticipate that Plain Green and Great Plains will claim to be “arm(s) of the tribe” and
28 thus protected by tribal immunity. Although the doctrine of tribal sovereign immunity protects the
tribe itself, it does not automatically extend to economic subdivisions of a tribe, and the Court
must determine whether these entities are “analogous to a governmental agency, which should
benefit from sovereign immunity” or whether they are more like a “commercial business
enterprise, instituted for the purpose of generating profits for [their] private owners.” *Breakthrough
Mgmt. Grp., Inc. v. Chukchansi Gold Casino & Resort*, 629 F.3d 1173, 1184 (10th Cir. 2010)
(citing *Gavle v. Little Six, Inc.*, 555 N.W.2d 284, 293 (Minn.1996)). In addition to the allegations
alleged in this Complaint concerning the creation, purpose, and structure of Plain Green and Great
Plains, these entities are not entitled to sovereign immunity because nearly all of the profits of the
scheme went to non-tribal participants and the companies were established for the sole purpose of
evading state usury laws. Extending the protections of tribal immunity to Plain Green and Great
Plains would not serve the policies underlying tribal sovereign immunity.

1 4. Defendant GPL Servicing, Ltd. (“GPLS”) played an integral role in the rent-a-tribe
 2 enterprise as the special purpose company created to raise and provide the capital to fund the
 3 hundreds of millions of dollars of illegal loans made to consumers. According to Think Finance
 4 itself, GPLS was created “to allow investors to purchase interests in the consumer loans originated
 5 by Native American Tribal lending businesses.” *See* Complaint ¶ 24, *Think Finance, LLC, v.*
 6 *Victory Park Capital Advisors, LLC*, Case No. 17-03106 (Bankr. Tex.) (explaining the creation of
 7 GPLS). Defendant Victory Park Capital Advisors, LLC, a private equity firm, owned most of the
 8 shares of GPLS, but “Victory Park required that Think Finance purchase a portion of the equity in
 9 GPLS, which it did through Think SPV.” *Id.* at ¶ 26. The enterprise also raised money from third
 10 party investors. *Id.* at ¶ 27. The enterprise used the money invested in GPLS to make the illegal
 11 loans to consumers, and in turn, investors in GPLS received an 18-20% *fixed-rate* return on their
 12 investment—which was *guaranteed* by Think Finance. Because it bore all the risk and handled the
 13 operations, the remaining profits (which were substantial) were distributed to Think Finance.

14 5. Defendant Haynes Investments, LLC provided substantial capital used to make high-
 15 interest loans to consumers and participated in the affairs of the enterprise as explained below. L.
 16 Stephen Haynes is the owner and managing partner of Haynes Investments. Scott Zennick, Jeffrey
 17 Schneider, and Thomas Welch are partners at Victory Park. Each of these individuals participated
 18 in their respective firms’ decision to invest and reinvest in the enterprise. Each of these individuals
 19 also actively participated in the affairs of the enterprise and helped design the financial and
 20 operational structure of the rent-a-tribe scheme. As a result of their participation in the enterprise
 21 and direct involvement of the underlying illegal conduct, the individuals are jointly and severally
 22 liable for the claims of Plaintiffs and the class members.

23 6. Because of their comfort with the rent-a-tribe structure, Defendants’ scheme made
 24 loans in California with annual percentage rates in excess of 400%—more than 40 *times* the 10%
 25 interest-rate cap in Article XV of California’s Constitution. CAL. CONST. Art. XV § 1. If a lender
 26 makes a loan in violation of Art. XV § 1, then “[n]o person, company, association, or corporation
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1 shall directly or indirectly take or receive in money, goods, or things” and the loan is void. CAL.
2 Civ. CODE § 1916-2.

3 7. Based on Defendants’ conduct, Plaintiffs allege violations of the Racketeer
4 Influenced and Corrupt Organizations Act (“RICO”), 18 U.S.C. §§ 1961-1968. Defendants received
5 millions of dollars derived from the collection of unlawful debt, and Defendants used and
6 reinvested this income to grow the rent-a-tribe enterprise. Further, Defendants acquired and
7 maintained interests in the rent-a-tribe enterprise, actively participated in the scheme, and conspired
8 with Think Finance and others to repeatedly violate state lending statutes resulting in the collection
9 of an unlawful debt from Plaintiffs and the class members. Defendants’ acts described herein are
10 unlawful as set forth in 18 U.S.C. § 1962(a)-(d).

11 8. Plaintiffs also assert a class claim for violations of California’s usury laws and unjust
12 enrichment. Because the loans exceed California’s 10% annual percentage rate (“APR”) cap,
13 Defendants were prohibited from taking or receiving money in excess of 10% on the loans. Cal.
14 Civ. Code § 1916-2. Accordingly, Plaintiffs seek to disgorge all amounts paid by California
15 consumers, plus treble the amount of such usurious interest that was paid in the two years preceding
16 the filing of this action. Cal. Civ. Code § 1916-3.

17 **JURISDICTION**

18 9. This Court has jurisdiction pursuant to 18 U.S.C. § 1965 and 28 U.S.C. § 1332(d)(2).
19 Moreover, the Court has supplemental jurisdiction over state law claims pursuant to 28 U.S.C. §
20 1367.

21 10. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) as Plaintiffs Kimetra
22 Brice and Earl Browne are residents of this District and Division and a substantial part of Plaintiffs’
23 claims occurred in California.

24 **PARTIES**

25 11. Plaintiff Kimetra Brice (“Brice”) is a natural person and resident of the Richmond,
26 California.

1 12. Plaintiff Earl Browne (“Browne”) is a natural person and resident of the Fairfield,
2 California.

3 13. Plaintiff Jill Darlene Novorot (“Novorot”) is a natural person and resident of the
4 Mission Viejo, California.

5 14. Defendant Kenneth Rees (“Rees”) is a natural person and resident of the state of
6 Texas. At all times relevant, Rees was the president and chief executive officer of Think Finance,
7 LLC and its subsidiaries, which Rees set up to make and collect on the usurious loans. Rees is also
8 the founder, chief executive officer, and sole registered member of Tailwind Marketing, LLC
9 (“Tailwind Marketing”) and TC Decision Sciences, LLC (“TC Decisions”).

10 15. Defendant GPL Servicing (“GPLS”) is a foreign corporation incorporated under the
11 laws of the Cayman Islands.

12 16. Defendant Plain Green, LLC (“Plain Green”) is a limited liability company doing
13 business as an internet lending website under the domain name www.plaingreenloans.com. Plain
14 Green claims to be a “tribal lending entity wholly owned by the Chippewa Cree Tribe of the Rocky
15 Boy’s Indian Reservation, Montana, a sovereign nation located within the United States.”⁶ In return
16 for a small fraction of the revenue, the Chippewa Cree Tribe allowed the lending scheme to use its
17 name and falsely claim that it is operated by the Chippewa Cree Tribe. At all times relevant hereto,
18 the Chippewa Cree Tribe did not participate in the day-to-day operations of Plain Green and did not
19 fund the loans or handle the servicing or collection of the loans.

20 17. Defendant Great Plains Lending, LLC (“Great Plains”) is a limited liability company
21 doing business as an internet lending website under the domain name www.greatplainslending.com.
22 Great Plains claims to be a “tribal lending entity wholly owned by the Otoe-Missouria Tribe of
23 Indians, a sovereign nation located within the United States.”⁷ In return for a small fraction of the
24 revenue, the Otoe-Missouria Tribe allowed the lending scheme to use its name and falsely claim
25 that it was “wholly owned” and operated by the Otoe-Missouria Tribe. At all times relevant hereto,
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27 ⁶ Plain Green, *Home*, <https://www.plaingreenloans.com/Default.aspx> (last visited Feb. 22, 2018).

28 ⁷ Great Plains, *Home*, <https://www.greatplainslending.com/> (last visited Feb. 22, 2018).

1 the Otoe-Missouria Tribe did not participate in the day-to-day operations of Great Plains and did
2 not fund the loans or handle the servicing or collection of the loans.

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4 18. Defendant Haynes Investments, LLC (“Haynes Investments”) is a limited liability
5 company with a principal place of business in Dallas, Texas. Haynes Investment is a private equity
6 company focused on investments related to Native American tribes. Haynes Investments claims that
7 its “Native American investments have successfully monetized the tribal advantages of sovereignty
8 to enhance yield while substantially reducing risk.”⁸ As explained below, Haynes Investment
9 provided the initial capital to fund the operations of Plain Green.

10 19. Defendant L. Stephen Haynes (“Mr. Haynes”) is the managing partner and owner of
11 Haynes Investments. Mr. Haynes’s biography indicates that he “is one of the leading business
12 executives in Native American project finance.”⁹ Mr. Haynes personally participated in the rent-a-
13 tribe enterprise and signed each of the agreements used to fund the illegal loans.

14 20. Defendant Victory Park Capital Advisors, LLC (“Victory Park”) is a private equity
15 firm headquartered in Chicago. As explained below, Victory Park invested no less than \$250-\$300
16 million in Plain Green and Great Plains.

17 21. Defendant Victory Park Management, LLC (“VP Management”) is a wholly owned
18 subsidiary of Victory Park.

19 22. Defendant Scott Zemnick is a partner at Victory Park and the firm’s general counsel.
20 Zemnick joined Victory Park in 2008 and “oversees the firm’s legal operations and the structuring,
21 negotiation, execution and protection of the firm’s investment portfolio.”¹⁰ As the general counsel,
22 Zemnick personally participated in the enterprise and had direct personal involvement in the
23 unlawful conduct alleged herein.

24 ⁸ Haynes Investment, *American Indian*, <http://www.haynesinvestments.net/native-american/> (last
25 visited on Dec. 15, 2017).

26 ⁹ Haynes Investment, *About Us*, <http://www.haynesinvestments.net/native-american/> (last visited on
27 Dec. 15, 2017).

28 ¹⁰ Victory Park Capital, *Team – Legal, Investor Relations and Operations, Scott Zemnick*,
<https://www.victoryparkcapital.com/legaloperations.html> (last visited on Dec. 19, 2017).

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2 23. Defendant Jeffrey Schneider (“Schneider”) is a partner at Victory Park and the
3 firm’s chief financial officer. Schneider joined Victory Park in 2010 and “oversees the accounting,
4 tax, finance, treasury and fund operations of the firm and assists in the structuring of VPC’s
5 investments.”¹¹ As the chief financial officer, Schneider personally participated in the enterprise
6 and had direct personal involvement in the unlawful conduct alleged herein.

7 24. Defendant Thomas Welch (“Welch”) is a partner and investment professional at
8 Victory Park. According to his biography, Welch is “primarily responsible for sourcing, analyzing,
9 executing, and management of direct private debt and equity investments in middle market
10 companies within the specialty finance and financial technology sectors.”¹² As explained below,
11 Welch personally participated in the enterprise and had direct personal involvement in the unlawful
12 conduct alleged herein.

13 **FACTUAL BACKGROUND**

14 **A. Statutory and Regulatory Background.**

15 25. “Usury—the charging of excessive interest rates—is an ancient concept dating back
16 to the earliest commercial civilizations.”¹³ Robert R. Rickett, *California’s Model Approach to*
17 *Usury*, 18 Stan. L. Rev. 1381 (1966).

18 26. California, which was founded in 1850, has regulated maximum interest rates since
19 1872. *See id.* at 1385.

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21 ¹¹ Victory Park Capital, *Team – Legal, Investor Relations and Operations, Jeffrey Schneider*,
<https://www.victoryparkcapital.com/legaloperations.html> (last visited on Dec. 19, 2017).

22 ¹² Victory Park Capital, *Team – Legal, Investor Relations and Operations, Thomas Welch*,
23 <https://www.victoryparkcapital.com/legaloperations.html> (last visited on Dec. 19, 2017).

24 ¹³ Usury laws are not unique to California or the United State of America. Indeed, about “a dozen
25 Biblical passages suggest that usurious lending, especially to the poor, is a grave sin.” Christopher L.
26 Peterson, *“Warning: Predatory Lender”—A Proposal for Candid Predatory Small Loan*
27 *Ordinances*, 69 Wash & Lee L. Rev. 893, 896 n.9 (2012). Echoing these sentiments, Pope Francis
28 recently explained that “Usury is a serious sin: it kills life, tramples on the dignity of people, is a
vehicle for corruption and hampers the common good. It also weakens the social and economic
foundations of a country.” Pope Francis, Address to National Anti-Usury Council (Feb. 3, 2018),
available at <https://zenit.org/articles/pope-francis-usury-humiliates-and-kills>.

1 27. Currently, the law of usury in California is based upon California Constitution article
2 XV, section 1, which limits the interest payable “[f]or any loan or forbearance of any money.” *Sw.*
3 *Concrete Products v. Gosh Constr. Corp.*, 798 P.2d 1247, 1249 (Cal. 1990) (quoting Cal. Const.
4 Art. XV § 1).

5 28. Thus, “unless a lender falls into one of the exemptions approved by the state
6 legislature, it may not charge more than 10% interest per annum on a loan.” *Dev. Acquisition*
7 *Group, LLC v. ea Consulting, Inc.*, 776 F. Supp. 2d 1161, 1164 (E.D. Cal. 2011) (citing CAL.
8 CONST. ART. XV § 1).

9 29. “An interest rate in excess of 10% is usurious, and if a lender negotiates a loan at a
10 usurious rate absent a qualified exemption, the agreement shall be void and the lender will have no
11 action at law to recover any interest.” *Id.* (citing Cal. Civ. Code § 1916–2).

12 30. California’s usury laws “are primarily designed to penalize those who take
13 advantage of ‘unwary and necessitous borrowers.’” *See id.* at 1166 (quoting *Fox v. Peck Iron and*
14 *Metal Co., Inc.*, 25 B.R. 674, 692-93 (Bankr. S.D. Cal. 1982)).

15 31. Thus, California law allows borrowers to recover all interest paid on the loans in
16 excess of 10% within the past two years, plus treble damages for any interest paid within the year
17 preceding the filing of this action and their attorney’s fees and costs. Cal. Civ. Code § 1916-3; *Dev.*
18 *Acquisition Group*, 776 F. Supp. 2d at 1165; Rickett, *supra*, at 1391.

19 **B. Overview of tribal lending.**

20 32. In a “payday” loan, a consumer who can’t afford to wait until payday receives a cash
21 advance and, in exchange, the lender subtracts a larger amount from the consumer’s paycheck.
22 Consumers renew the loans when they are unable to pay them off, creating a cycle of mounting
23 debt.

24 33. Over the past decade, payday lending has become “one of the fastest growing
25 segments of the consumer credit industry,” and as of 2005 “there were more payday-loan stores in
26 the United States than McDonald’s, Burger King, Sears, J.C. Penney, and Target stores combined.”
27 Martin & Schwartz, *supra*, 69 Wash. & Lee L. Rev. at 759 (quoting Karen E. Francis, Note,
28

1 *Rollover: A Behavioral Law and Economics Analysis of the Payday Loan Industry*, 88 Tex. L. Rev.
2 611, 611-12 (2010)).

3 34. It is no secret that “internet payday lenders have a weak history of complying with
4 state laws.” *Id.* at 764.

5 35. Prior to the rent-a-tribe business model, some payday lenders, including Think
6 Finance, entered into partnerships with national banks to avoid compliance with state laws.¹⁴

7 36. Payday lenders used the banks as the conduit for the loans because the National
8 Bank Act (and the federal preemption doctrine) allowed banks to charge “interest at the rate
9 allowed by the laws of the State, Territory, or District where the bank” was located, 12 U.S.C. § 85,
10 and some states do not have any interest rate caps. *Wolfe v. Ebert*, 37 B.R. 934, 936, n. 3 (D.S.C.
11 1983) (explaining that South Carolina repealed its usury laws in 1980).

12 37. Beginning in 2005, federal regulators began cracking down on rent-a-bank
13 arrangements, and they were nearly eliminated by 2010—largely by the assessment of penalties and
14 fines against participating banks. *See, e.g., Creola Johnson, America’s First Consumer Financial*
15 *Watchdog Is on A Leash: Can the CFPB Use Its Authority to Declare Payday-Loan Practices*
16 *Unfair, Abusive, and Deceptive?*, 61 CATH. U. L. REV. 381, 399 n.16 (2012).

17 38. In response to the crackdown on rent-a-bank arrangement, several payday lenders
18 reincarnated the lending model through associations with Native American tribes to avoid state
19 laws. *Id.*; *see also* Martin & Schwartz, *supra*, 69 WASH. & LEE L. REV. at 759.

20 39. “In these partnerships, online payday lenders register businesses on Native American
21 lands and claim to be exempt from lawsuits and state usury caps under tribal sovereign immunity.
22 Using this doctrine, lenders argue that because their businesses are located on or headquartered
23 within the borders of a Native American reservation, they are bound by the laws of that reservation
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26 ¹⁴ *See, e.g., Jean Ann Fox & Edmund Mlerzwinski, Consumer Fed’n of Am. & U.S. Pub. Interest*
27 *Research Grp., Rent-a-Bank Payday Lending: How Banks Help Payday Lenders Evade State*
28 *Consumer Protection* at 17-22 (2001), available at <http://www.consumerfed.org/pdfs/paydayreport.pdf>.

1 only, not the laws of the state in which the reservation is located or the state in which the borrower
2 resides.” *Id.*

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5 **C. Defendants establish a rent-a-tribe enterprise with the Chippewa Cree Tribe after
6 regulators shut down their rent-a-bank arrangement.**

7 40. Prior to the creation of the lending scheme at issue, Think Finance used a rent-a-
8 bank lending model. (*See* Ex. 1).

9 41. Under this arrangement, loans were originated in the name of First Bank of
10 Delaware, but it served as nothing more than a nominal lender on behalf of Think Cash, Inc.
11 (“Think Cash”), Think Finance’s predecessor. (Ex. 1 at TF-PA-504641).

12 42. In return for the use of its name, First Bank of Delaware received 10% of the
13 revenue from the loans. (Ex. 1 at TF-PA-504640).

14 43. By contrast, through its wholly owned subsidiary TC Administrative, Think Cash
15 received the “excess” of the cash flow after accounting for losses, management fees, and fixed rate
16 interest payments to investors, *i.e.*, the third parties who invested money to allow Think Cash to
17 grow the scheme. (Ex. 1 at TF-PA-504640).

18 44. The Federal Deposit Insurance Corporation took steps to shut down Think Finance’s
19 arrangement with First Bank of Delaware through a cease and desist order directing it to terminate
20 its relationship with “all third-party lending programs.”¹⁵

21 45. In response, Rees developed a solution for Think Finance—he decided to use the
22 rent-a-tribe model as the new method to continue the scheme.¹⁶

23 ¹⁵ *See, e.g., In the Matter of First National Bank*, Case No. FDIC-07-256b, Order to Cease and
24 Desist, Order for Restitution, and Order to Pay (Oct. 9, 2008), *available at*
<https://www.fdic.gov/bank/individual/enforcement/2008-10-03.pdf>.

25 ¹⁶ *See, e.g., Ben Walsh, Outlawed By The States, Payday Lenders Take Refuge on Reservations,*
26 *Huffington Post* (June 29, 2015, updated Sept. 8, 2015),
27 http://www.huffingtonpost.com/2015/06/29/online-payday-lenders-reservations_n_7625006.html
28 (“But by 2010, various federal regulators had all but shut down the [rent-a-bank] arrangement. Rees needed a new way to keep his business alive. The solution he found was relatively straightforward: He’d work with Native American tribes . . .”).

1 46. Indeed, Rees frankly informed the media that Think Finance abandoned doing direct
2 lending itself because “byzantine state laws” cut into the profits.¹⁷

3 47. According to Rees, Native American tribes did not “have to look to each state’s
4 lending laws,” and, thus, Think Finance solicited the Chippewa Cree Tribe to participate in the
5 venture.

6 48. Shortly thereafter, the key companies involved in the enterprise—Think Finance,
7 Haynes Investments, and Victory Park (through GPLS)—entered into a term sheet with the
8 Chippewa Cree Tribe dated March 11, 2011. (Ex. 2).

9 49. Pursuant to the term sheet, Think Finance agreed to provide the infrastructure to run
10 the lending operations, including the software, “risk management, application processing,
11 underwriting assistance, payment processing, and ongoing service support” for consumer loans in
12 the name of the Chippewa Cree Tribe. (Ex. 2 at 1).

13 50. On the other hand, Haynes Investments agreed to “provide funding to the Tribe to
14 enable it to make each of the Loans,” and to fund Plain Green’s bank account with “sufficient
15 monies to fund one business day of Loans based upon the average Loan volumes for the preceding
16 month.” (Ex. 2 at 1-2.)

17 51. Consistent with the term sheet, Haynes Investments provided the funds to Think
18 Finance, which could only be used to fund loans originated in the name of Plain Green. (Ex. 2).

19 52. After the loans were originated in the name of Plain Green, 99% of the loans were
20 “purchased” within two days by GPLS—an employee-less company who created by Victory Park
21 “to allow investors to purchase interests in the consumer loans originated by Native American
22 Tribal lending businesses.” *See Think Finance, LLC, v. Victory Park Capital Advisors, LLC*, Case
23 No. 17-03106 (Banc. Tex.) (Dkt. 1, Compl. at ¶ 24) (explaining Victory Park’s creation of GPLS).

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26 ¹⁷ Carter Dougherty, *Payday Lenders and Indians Evading Laws Draws Scrutiny* (June 4, 2012),
27 <http://stoppredatorygambling.org/wp-content/uploads/2012/12/2012-Payday-Lenders-and-Indian-Tribes-Evading-Laws-Draw-Scrutiny.pdf>.

1 53. As part of this process, GPLS refunded 99% of the funds provided by Haynes
2 Investments, who also received: (1) 5% interest on the money loaned to the Tribe, and (2) 1% of the
3 revenue collected on the loans as a “referral” fee.

4 54. By contrast, GPLS paid “the Tribe 4.5% of cash revenue received” on the loans
5 received by GPLS, as well as reimbursement for costs and expenses. (Ex. 1 at 2).

6 55. After accounting for all expenses, GPLS paid a 20% fixed rate of return to Victory
7 Park and the remaining revenue was distributed to TC Administrative Service, a wholly owned
8 subsidiary of Think Finance.

9 **D. The initial structure of the rent-a-tribe venture involving Great Plains.**

10 56. On or around January 12, 2011, Think Finance pitched a similar rent-a-tribe
11 arrangement to the Otoe-Missouria Tribe. (Ex. 3).

12 57. As part of the presentation, Think Finance provided the Otoe-Missouria Tribe with
13 an overview of its financial products, (Ex. 3 at TF-PA1677), the underwriting chain of command
14 for the loans (Ex. 3 at TF-PA1680), the marketing strategy for the loans (Ex. 3 at TF-PA1680), the
15 lending structure, and key contractual agreements, including a loan purchase agreement where
16 GPLS would purchase loans originated by Great Plains within two days (Ex. 3 at TF-PA1681-
17 1682).

18 58. Great Plains did not exist prior to this meeting, and, as part of Think Finance’s
19 presentation, the next steps were “[c]reate tribal entity—Great Plains Lending, LLC,” “setup tribal
20 bank account at FBD,” “review/approve consumer legal documents,” and “[r]eview/sign contractual
21 agreements.” (Ex. 3 at TF-PA1686).

22 59. Indeed, Think Finance had already registered the domain name for the Great Plains
23 website, developed the text and graphics for the website, and raised the funds to make the loans—
24 the final step was securing the tribe to serve as the front for the loans. (Ex. 3 at TF-PA1678).

25 60. On February 24, 2011, the Otoe-Missouria accepted Think Finance’s proposal, and
26 Think Finance transferred the web address, www.greatplainslending.com, to Great Plains.
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1 61. On this same day, Kenneth Rees instructed Think Finance’s key employees to “start
2 your engines!!” (Ex. 4, at TF-VA001630).

3 62. Great Plains’ structure virtually copied the structure of Plain Green except that Great
4 Plains received 6% of the revenues. (Ex. 3 at TF-VA1682).

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8 **E. Rees signed the key documents to establish and operate the rent-a-tribe enterprise.**

9 63. TC Administrative, Tailwind, and TC Decision Sciences—all subsidiaries of Think
10 Finance—served a dual purpose of returning as much money as possible to Think Finance, while at
11 the same time concealing Think Finance’s role in the scheme.

12 64. For example, TC Administrative participated in the lending scheme as the designated
13 administrative service provider and, more importantly, as the pass-through entity that received
14 Think Finance’s share of the profits of the scheme. (Ex. 3 at TF-VA1682).

15 65. TC Administrative Services received the “net income” from the enterprises after
16 accounting for the fixed return of 18-20% allocated to Victory Park for providing the capital to fund
17 the loans through GPLS. (Ex. 3 at TF-VA1682).

18 66. The relationship between TC Administrative and GPLS was formalized through an
19 “Administrative Agency Agreement,” signed by Rees as the chief executive officer of TC
20 Administrative. (Ex. 5 at TF-VA000200-231).

21 67. The Administrative Agency Agreement explains that Great Plains will “originate
22 certain loans” to borrowers and “GPLS will purchase certain” loans from Great Plains. (Ex. 5 at TF-
23 VA000200).

24 68. GPLS hired TC Administrative, an employee-less company, as “a provider of certain
25 management and administrative agent services,” including: (1) establishing an account system and
26 maintaining account ledgers for GPLS; (2) performing daily loan settlement reporting and
27 accounting; (3) disbursing funds for the purchase of the loans by GPLS; (4) depositing funds
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1 reflecting all principal, interest, fees and other amounts collected from borrowers into GPLS’
2 collection account; and (5) paying the fixed return to GPLS’s investors. (Ex. 5 at TF-VA000206-7
3 at § 2.2(a)-(p)).

4 69. Rees also signed the “Licensing and Support Agreement” between Great Plains and
5 TC Decision Sciences, another subsidiary of Think Finance. (Ex. 6, at TF-VA589).

6 70. Pursuant to this agreement, TC Decision Sciences participated in the enterprises as
7 the website operator and software administrator for Plain Green and Great Plains. (*See, e.g.*, Ex. 6;
8 Ex. 3 at TF-VA1682).

9 71. In return, TC Decision Sciences received \$50 for each loan funded, as well as \$150
10 an hour for work and services it provided. (Ex. 6, at TF-VA590).

11 72. TC Decision Sciences also handled servicing responsibilities for Plain Green and
12 Great Plains pursuant to servicing agreements, which were also signed by Rees. (*See, e.g.*, Ex. 7 at
13 TF-VA610-616).

14 73. TC Decision Sciences servicing responsibilities included “customer support and
15 collection services” under the guise of Great Plains. (Ex. 7 at TF-VA616). In exchange, TC
16 Decision Sciences received \$5 per month for each active account.

17 74. Pursuant to a marketing agreements—also signed by Rees—Tailwind handled the
18 online and other advertisements for Plain Green and Great Plains. (*See, e.g.*, Ex. 8 at TF-VA594
19 (“Tailwind shall perform services reasonably required to market Loans within the parameters
20 established by [Great Plains], via one or more websites, search engine optimization, call centers or
21 other marketing channels....”)).

22 75. Tailwind also handled the lead generation used to identify and solicit potential
23 consumers,¹⁸ and Tailwind received \$100 for every borrower provided to Plain Green and Great
24 Plains. (Ex. 8, at TF-VA608).

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26 ¹⁸ In order to find potential customers, internet lenders pay companies known as “lead generators,”
27 which are businesses that collect information on potential consumers to solicit for high-interest
28 loans. Pew Charitable Trust, *Fraud and Abuse Online: Harmful Practices in Internet Payday Lending*
(Oct. 2014), http://www.pewtrusts.org/~media/assets/2014/10/payday-lending-report/fraud_and_abuse_online_harmful_practices_in_internet_payday_lending.pdf.

1 76. Like the Chippewa Cree Tribe, the Otoe Missouria Tribe did not provide any of its
2 money to make the loans.

3 77. Instead, GPLS deposited the initial \$1 million used to fund the illegal loans made in
4 the name of Great Plains. (Ex. 9, Flow of Funds Overview, ¶ 1).

5 78. After the loans were originated in the name of Great Plains—a process that had no
6 tribal involvement—Great Plains “sold the loans at book value to GPLS,” and the “proceeds from
7 selling the participating interests” were then used by Great Plains “to originate additional loans.”
8 (Ex. 9 ¶ 3).

9 79. A third-party bank then “processed customer payments on loans via ACH each day”
10 and deposited those payments “into a Collection Account” belonging to GPLS. (Ex. 9 ¶ 4).

11 80. At the end of each month, GPLS performed a “reconciliation of all cash revenue,”
12 and the revenue was remitted according to the contracts whereby 6% of the cash revenue collected
13 was remitted to Great Plains.

14 81. Great Plains’ 6% percent, however, was illusory as it was reduced by payments to
15 Tailwind and TC Decision Sciences. (Ex. 9 at ¶¶ 8-9).

16 **F. Haynes Investments and Mr. Haynes’s role in the enterprise.**

17 82. As explained above, Haynes Investments provided the initial capital used to fund the
18 Plain Green loans.

19 83. Consistent with the term sheet, Haynes Investments provided the funds to Think
20 Finance, which could only be used to fund loans originated in the name of Plain Green. (Ex. 2).

21 84. As a result, Haynes Investments received monthly payments from Think Finance.

22 85. Due to the success of the operation and the returns earned by Haynes Investments,
23 increased its investment on several occasions.

24 86. Upon information and belief, Haynes Investment increased its investment in Plain
25 Green on multiple occasions from April 2011 through February 2015, resulting in substantial
26 returns to Haynes Investments and Mr. Haynes.
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2 87. Haynes did not merely invest in the rent-a-tribe enterprise. Rather, Haynes used his
3 connections to assist the enterprise's efforts to collect unlawful debt.

4 88. Among other things, Haynes played an integral role in helping the enterprise obtain a
5 bank willing to process payments through the Automated Clearing House Network (the "ACH
6 Network"), an electronic payment processing system regulated by the National Automated Clearing
7 House Association ("NACHA").

8 89. Unlike other financial networks, the ACH Network allows financial institutions to
9 send or take money directly out of a bank account without the requirement of a direct relationship
10 between the financial institution and the borrower.

11 90. Without access to the ACH Network, a payday lender would not be able to
12 electronically process payments in batches or without participation of the consumer—necessary
13 functions of companies who specialize in providing small dollar loans over the Internet. Elizabeth
14 G. Balassone & Lauren L. Wroblewski, 17 No. 2 Fintech L. Rep. 1 (Mar. 2014) (explaining that
15 "online lenders predominantly rely on electronic withdrawals and deposits to the consumer's bank
16 account," which are carried out through bank connected to the ACH Network).

17 91. Because of the vital role played by the ACH Network, "[s]tate and federal
18 regulators, as well as the Department of Justice, have seized on the ACH Network as a way to stop
19 online lending by out-of-state lenders." *Id.*

20 92. For example, in August 2013, the New York Department of Financial Services
21 issued a cease and desist to 117 banks placing "the onus on the banks originating the debits" to
22 "ensure the legality of the underlying transactions submitted" through the ACH Network. *Id.*
23 (quoting Letter from Benjamin M. Lawsky, New York Department of Financial Services "Re:
24 Illegal Online Payday Loans Offered and Sold to New York Customers", available at
25 <http://www.dfs.ny.gov/about/press2013/pr130806-link1.pdf>).

26 93. Similarly, the Department of Justice launched "Operation Choke Point," an initiative
27 aimed at financial institutions working with online lenders.
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94. In doing so, the Executive Director of the Financial Fraud Task Force explained that the government had “prioritized the role of financial institutions in mass marketing fraud schemes—including deceptive payday loans[.]” Michael J. Bresnick, Executive Director, Financial Fraud Enforcement Task Force, Address at the Exchequer Club of Washington, D.C. (Mar. 20, 2013), <http://www.justice.gov/iso/opa/doj/speeches/2013/opa-speech-130320.html>.

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95. Plain Green and Great Plains’ were targeted by state and federal regulators and, as a result, banks ceased processing the debits and credits on their loans.

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96. Upon information and belief, Mr. Haynes played a critical role in finding a new bank to partner with Plain Green and Great Plains.

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97. Upon information and belief, based on his rapport with the Tribes through prior transactions, Mr. Haynes also acted as the liaison between Think Finance and the Tribes.

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G. Victory Park’s creation and control of GPLS.

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98. Victory Park, through its ownership interest in and control over GPLS, provided substantial capital to fund the loans to consumers and worked together with the other entities described herein to systemically perpetrate fraud and to scam consumers.

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99. GPLS was a company created by Think Finance and Victory Park “to allow investors to purchase interests in the consumer loans originated by Native American Tribal lending businesses.” *See Think Finance, LLC, v. Victory Park Capital Advisors, LLC*, Case No. 17-03106 (Banc. Tex.) (Dkt. 1, Compl. at ¶ 24) (explaining Victory Park’s creation of GPLS).

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100. As explained above, GPLS purchased 99% of the interests in the loans originated by Plain Green and Great Plains within two days of the origination.

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101. According to Think Finance’s verified complaint against Victory Park, “Victory Park was the primary investor in a loan participation venture, GPLS,” but “Victory Park required that Think Finance purchase a portion of the equity in GPLS, which it did through Think SPV.” *Think Finance*, Case No. 17-03106 (Banc. Tex.) (Dkt. 1, Compl. at ¶ 26).

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102. Victory Park also raised money from third party investors to further grow the scheme. As part of this effort, Victory Park issued classes “shares to investors,” in GPLS including

1 funds named “Series I-A and I-B, Series II and Series III.” *Think Finance*, Case No. 17-03106
2 (Banc. Tex.) (Dkt. 1, Compl. ¶ 27).

3 103. Victory Park and Think Finance collected the revenue generated from the consumer
4 loans and after payment of all operating expenses, the loan program would distribute the fixed rate
5 return to investors in GPLS and distribute the remaining revenue to Think Finance.

6 104. Victory Park managed the distribution of interest payments to those investors and
7 Victory Park received a 1% management fee off the top of those interest distributions.

8 105. The shares, however, did not come with any management rights or entitle
9 shareholders to exercise any voting rights relating to the management of GPLS. *Think Finance*,
10 Case No. 17-03106 (Banc. Tex.) (Dkt. 1, Compl. ¶ 28).

11 106. Instead, Victory Park also created “Management Shares,” which were 100% owned
12 and controlled by Victory Park, albeit through VP Management.

13 107. Victory Park also substantially invested and reinvested its own funds into GPLS,
14 including a \$100 million dollar investment on or around July 2010.¹⁹

15 108. Victory Park continued to invest and reinvest amounts in GPLS, including a \$50
16 million dollar investment in late 2012, and additional nine figure investments between 2013-2016.

17 109. As a result Victory Park continue to receive large payouts on their investment,
18 including: (i) \$75 million on March 31, 2017, (ii) \$14 million on May 1, 2017, (iii) \$42 million on
19 May 10, 2017, and (iv) \$6.2 million on May 31, 2017.

20 110. Victory Park not only invested hundreds of millions of dollars in Plain Green and
21 Great Plains, but Victory Park also participated in the affairs of the rent-a-tribe enterprise.

22 111. On March 18, 2011, GPLS entered into a Participation Agreement with Plain Green,
23 which was signed by Scott Zemnick as General Counsel for Victory park. (Ex. 10, Mar. 18, 2011
24 Participation Agreement).

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27 ¹⁹ This investment was used to purchase loans originated by the rent-a-bank arrangement between
28 Think Finance/FBD, which were transferred to GPLS after the creation of the rent-a-tribe scheme.

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112. Consistent with the Term Sheet, the Participation Agreement provided GPLS with the “right, but not the obligation,” to purchase 99% of the participation interests in the loans originated in the name of Plain Green.

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113. In addition to the Participation Agreement, Victory Park also entered into an Administrative Agency Agreement with TC Administrative in which Victory Park appointed TC Administrative as its agent for the purpose of managing the enterprise’s cash accounts. (Ex. 5).

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114. Under the Administrative Agency Agreement, Victory Park agreed to pay TC Administrative all residual revenues after payment of the tribe’s “service fee” and Victory Park’s 20% return, which was further guaranteed by “Guaranty and Security Agreement” between Victory Park and Think Finance. (Ex. 11, Mar. 18, 2011 Guaranty and Security Agreement).

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115. Because of the structure of the Participation Agreement, Victory Park controlled whether and to what extent loans originated in the name of Plain Green and Great Plains.

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116. When Victory Park stopped purchasing the participation interests, Plain Green and Great Plains stopped originating loans.

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117. For example, after the New York Department of Financial Services issued the cease and desist to Great Plains, Victory Park cut off funding to both Plain Green and Great Plains, which caused them to stop making new loans. *Pennsylvania by Shapiro v. Think Fin., Inc.*, No. 14-CV-7139, 2018 WL 637656, at *3 (E.D. Pa. Jan. 31, 2018) (describing an e-mail from Think Finance’s CFO explaining that GPLS would stop purchasing loans due to the loss in *Otoe-Missouria Tribe of Indians v. New York State Dep’t of Fin. Servs.*, 974 F.Supp.2d 353 (S.D.N.Y. 2013), and GPLS’s failure to purchase would cause “the tribal portfolios” to “go into wind down.”).

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118. Victory Park not only invested in the rent-a-tribe ventures and controlled the amount of money available to the enterprise, but it also identified and solicited potential investors in the scheme.

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119. For example, Victory Park was successful in recruiting a number of large investors in the scheme, including at least one foreign institutional investor who decided to make the

1 investment after Victory Park and Think Finance's executives traveled overseas to pitch the rent-a-
2 tribe venture.

3 **H. Zemnack, Schneider, and Welch's personal involvement in the affairs of the enterprise.**

4 120. During all relevant times, Zemnack, Schneider, and Welch were partners at Victory
5 Park and participated in the affairs of the rent-a-tribe enterprise.

6 121. At all times relevant hereto, Zemnack, Schneider, and Welch directly and actively
7 managed Victory Park's activities with Plain Green, Great Plains, and Think Finance.

8 122. Zemnack, Schneider, and Welch handled the day-to-day operation of Victory Park
9 with respect to its relationship with Plain Green, Great Plains, and Think Finance.

10 123. For example, Zemnack oversaw and personally directed the legal operations of
11 Victory Park and participated in the structuring, negotiation, and execution of critical documents
12 needed to establish and operate the enterprise.

13 124. Among other things, Zemnack personally participated in the structuring, negotiation,
14 and execution of the Term Sheet, the Participation Agreement, the Administrative Agency
15 Agreement, the Guaranty and Security Agreement, and all subsequent amendments of those
16 agreements.

17 125. Each one of these documents were signed by Zemnack on behalf of Victory Park, as
18 well as multiple amendments to each of the documents.

19 126. Moreover, all notices required to be given under the agreements were to be delivered
20 to Zemnack.

21 127. By contrast, Schneider and Welch actively managed Victory Park's investment in
22 GPLS, including receipt and review of weekly reports from Think Finance regarding the
23 performance of Plain Green and Great Plains.

24 128. Schneider and Welch also directed the major business decisions of Victory Park and
25 GPLS with respect to the rent-a-tribe venture, including decisions on when to cease funding for the
26 loans.
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129. Zennick, Schneider, and Welch knew the subject loans were a scam and illegal under state laws, but they nonetheless pursued the rent-a-tribe venture anyway, and continued to fund the loans even after Great Plains' loss in *Otoe-Missouria Tribe*, 974 F.Supp.2d at 356 (“There is simply no basis... that the Tribes are treated differently from any other individuals or entities that enter New York to lend to a New York resident.”).

130. As a result, Zennick, Schneider, and Welch are jointly and severally liable for the claims herein.

I. Defendants' loans charged interest in violation of California's usury laws and RICO.

131. Defendants, together with Think Finance and its subsidiaries, marketed, initiated, and collected usurious loans in California.

132. Under the terms of the standard loan agreements, the interest rates charged were significantly greater than 10% APR—often between 118% and 448%, if not higher.

133. Plaintiffs obtained loans from Plain Green and Great Plains—each of those loans had interest rates far in excess of 10% APR.

134. For example, Brice's interest rate was 287.86% (Ex. 12 at 2)

135. Similarly, one of the Great Plains loans made to Novorot had an interest rate of 258.61% (Ex. 13 at 2).

136. Absent several exceptions—none of which apply in this case—California's Constitution prohibits any person from making loans to consumers in excess of 10% APR. Cal. Const. Art. XV § 1.

137. If a lender makes a loan in violation of Art. XV § 1, then “[n]o person, company, association, or corporation shall directly or indirectly take or receive in money, goods, or things” and the loan is void. Cal. Civ. Code § 1916-2.

138. Plaintiff Brice paid no less than \$2,634.40 on her loans with Great Plains, including \$1,940.75 within the past year—most of which was credited to interest and fees.

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139. Plaintiff Browne paid no less than \$10,250.20 on his loans with Plain Green and Great Plains, including \$2,377.05 within the past year—most of which was credited to interest and fees.

140. Plaintiff Novorot paid no less than \$6,179 on her loans with Great Plains, including \$3,518.64 within the past year—most of which was credited to interest and fees.

141. Because the interest rates on Plaintiffs’ loans exceeded 10%, it was unlawful for any person, including Defendants, to collect or receive any interest, fees or charges on the loans.

142. Upon information and belief, Defendants collected more than \$100 million dollars from California consumer pursuant to these illegal loans within the past four years.²⁰

143. Pursuant to Cal. Civ. Code § 1916-3, Plaintiffs and the class members are entitled to recoup the any excess interest paid on these loans, as well as treble damages for any interest paid within the prior year.

144. Defendants’ conduct also violated § 1962(c) of RICO, which prohibits the “collection of unlawful debt.” 18 U.S.C. § 1962(c).

145. RICO defines “unlawful debt” as a debt that was incurred in connection with “the business of lending money or a thing of value at a rate usurious under State or Federal law, where the usurious rate is at least twice the enforceable rate.” 18 U.S.C. § 1961(6).

146. Defendants charged an interest rate far in excess of the enforceable rate established by Cal. Const. Art. XV § 1, and, thus, Defendants violated RICO’s prohibition against the collection of unlawful debt.

147. As a result of Defendants’ participation in the enterprise and violations of RICO, Defendants are jointly and severally liable to Plaintiffs and the putative class members for their actual damages, treble damages, costs, and attorneys’ fees pursuant to 18 U.S.C. § 1964(c).

²⁰ Plaintiff provides this estimate based interrogatory responses from Think Finance indicating that \$69.4 million was collected from Virginia consumers—a state with 21% of the population of California.

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2 **COUNT ONE:**
3 **VIOLATIONS OF RICO, 18 U.S.C. § 1962(a)**
4 **(CLASS CLAIM AGAINST GPLS, VICTORY PARK, SCOTT ZEMNICK, JEFFREY**
5 **SCHNEIDER, THOMAS WELCH, HAYNES INVESTMENTS, MR. HAYNES)**

6 148. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at
7 length herein.

8 149. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this
9 claim against Defendants,²¹ for themselves and on behalf of a class initially defined as:

10 All consumers residing in California when they entered into a loan agreement with Plain
11 Green or Great Plains.

12 150. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this
13 claim for themselves and on behalf of a subclass initially defined as:

14 All consumers residing in California when they entered into a loan agreement with
15 Plain Green or Great Plains where the loan was originated and/or any payment was
16 made on or after February 22, 2014.²²

17 151. **Numerosity. Fed. R. Civ. P 23(a)(1).** Numerosity will be easily satisfied in this case
18 based on the number of loans at issue in California. Additionally, the names and addresses of the
19 class members are identifiable through the internal business records maintained by Defendants
20 and/or Think Finance, and the class members may be notified of the pendency of this action by
21 published and/or mailed notice.

22 152. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).**
23 Common questions of law and fact exist as to all members of the putative class, and there are no
24 factual or legal issues that differ between the putative class members. These common questions
25 predominate over the questions affecting only individual class members. The common questions

26 ²¹ For the purpose of simplicity, Plaintiffs use the term “Defendants” in this Count to refer to all
27 Defendants except Rees, Plain Green, and Great Plains. Plaintiffs do not assert a § 1962(a) violation
28 as to Rees, Plain Green or Great Plains.

²² Plaintiffs allege a subclass because they anticipate Defendants will argue that RICO’s four-year
statute of limitations applies to any loans originated or payments made prior to February 23, 2014.
However, “the Supreme Court has established that the discovery-of-injury accrual rule applies to
civil RICO actions.” *Dickerson v. TLC The Laser Eye Ctr. Inst., Inc.*, 493 F. App’x 390, 393 (4th
Cir. 2012) (citing *Rotella v. Wood*, 528 U.S. 549, 556 (2000)). Because consumers could not have
known or reasonably discovered their injuries caused by *Defendants’ conduct*, the proper class
should include all consumers who entered into a loan agreement with Plain Green or Great Plains.

1 include: (1) whether Think Finance, Plain Green, Great Plains, the Chippewa Cree Tribe, the Otoe-
2 Missouri Tribe, GPLS, Haynes Investments, and Victory Park constitute an “enterprise” under
3 RICO; (2) whether Defendants received income derived from the unlawful collection of debt; (3)
4 whether Defendants used or invested the part of that income to acquire an interest in, to establish, or
5 to operate the enterprise; and (4) what is the proper recovery for Plaintiffs and the class members
6 against each of the Defendants.

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8 153. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs’ claims are typical of the claims of
9 each putative class member. Plaintiffs are entitled to relief under the same causes of action as the
10 other members of the putative class. Additionally, Plaintiffs’ claims are based on the same facts and
11 legal theories as each of the class members.

12 154. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate
13 representatives of the putative class because their interests coincide with, and are not antagonistic
14 to, the interests of the members of the class that they seek to represent. Plaintiffs have retained
15 counsel competent and experienced in such litigation, and they intend to continue to prosecute the
16 action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the
17 members of the class. Neither Plaintiffs nor their counsel have any interests that might cause them
18 to not vigorously pursue this action.

19 155. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the
20 class members predominate over questions affecting only individual members, and a class action is
21 superior to other available methods for fair and efficient adjudication of the controversy. The
22 damages sought by each member are such that individual prosecution would prove burdensome and
23 expensive. It would be virtually impossible for members of the class individually to effectively
24 redress the wrongs done to them. Even if the members of the class themselves could afford such
25 individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized
26 litigation presents a potential for inconsistent or contradictory judgments and increases the delay
27 and expense to all parties and to the court system presented by the legal and factual issues raised by
28 Defendants’ conduct. By contrast, the class action device will result in substantial benefits to the

1 litigants and the Court by allowing the Court to resolve numerous individual claims based upon a
2 single set of proof in a case.

3 156. **Injunctive Relief Appropriate for the Class.** Fed. R. Civ. P. 23(b)(2). Class
4 certification is appropriate because Defendants acted on grounds generally applicable to the class,
5 making appropriate injunctive relief with respect to Plaintiffs and the class members. Plaintiff and
6 the putative class seek an injunction prohibiting Defendants from continued collection of these
7 illegal loans; prohibiting Defendants from continuing to engage in any enterprise pled herein; and
8 ordering the dissolution of each Defendant that has engaged in any enterprise pled herein.

9 157. All of the loans made to California residents included an interest rate far in excess of
10 twice the enforceable rate in California and, thus, the loans constitute “unlawful debt” under RICO.
11 18 U.S.C. § 1961(6).

12 158. As alleged above, Defendants violated § 1962(a) of RICO through the receipt of
13 income derived, directly and indirectly, through collection of unlawful debt; and through the use
14 and reinvestment of parts of such income to acquire interests in and to further establish and assist
15 the operations of the enterprise.

16 159. Defendants participated in the collection of the unlawful debt as a principal by
17 aiding, abetting, procuring proceeds from the enterprise, and willfully investing money for the
18 purpose of the unlawful scheme.

19 160. Plaintiffs and the class members were injured as a result of Defendants’ violations of
20 18 U.S.C. § 1962(a) because the loans would not have been made but for Defendants’ investment
21 and participation in the enterprise.

22 161. Accordingly, the Defendants are jointly and severally liable to Plaintiffs and the
23 putative class members for their actual damages, treble damages, costs, and attorney’s fees pursuant
24 to 18 U.S.C. § 1964(c).
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2 **COUNT TWO:**
3 **VIOLATIONS OF RICO, 18 U.S.C. § 1962(b)**
4 **(CLASS CLAIM AGAINST GPLS, VICTORY PARK, SCOTT ZEMNICK, JEFFREY**
5 **SCHNEIDER, THOMAS WELCH, HAYNES INVESTMENTS, MR. HAYNES)**

6 162. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at
7 length herein.

8 163. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this
9 claim against Defendants,²³ for themselves and on behalf of a class initially defined as:

10 All consumers residing in California when they entered into a loan agreement with
11 Plain Green or Great Plains where the loan was originated or any payment was made.

12 164. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this
13 claim for themselves and on behalf of a subclass initially defined as:

14 All consumers residing in California when they entered into a loan agreement with
15 Plain Green or Great Plains where the loan was originated and/or any payment was
16 made on or after February 22, 2014.

17 165. **Numerosity. Fed. R. Civ. P 23(a)(1).** Numerosity will be easily satisfied in this case
18 based on the number of loans at issue in California. Additionally, the names and addresses of the
19 class members are identifiable through the internal business records maintained by Defendants
20 and/or Think Finance, and the class members may be notified of the pendency of this action by
21 published and/or mailed notice.

22 166. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).**
23 Common questions of law and fact exist as to all members of the putative class, and there are no
24 factual or legal issues that differ between the putative class members. These common questions
25 predominate over the questions affecting only individual class members. The common questions
26 include: (1) whether Think Finance, Plain Green, Great Plains, the Chippewa Cree Tribe, the Otoe-
27 Missouri Tribe, GPLS, Haynes Investments, and Victory Park constitute an “enterprise” under
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²³ For the purpose of simplicity, Plaintiffs use the term “Defendants” in this Count to refer to all Defendants except Rees, Plain Green, and Great Plains. Plaintiffs do not assert a § 1962(a) violation as to Rees, Plain Green or Great Plains.

1 RICO; (2) whether Defendants acquired and maintained an interest in the enterprise; and (3) what is
2 the proper recovery for Plaintiffs and the class members against each of the Defendants.

3 167. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs’ claims are typical of the claims of
4 each putative class member. In addition, Plaintiffs are entitled to relief under the same causes of
5 action as the other members of the putative class. All are based on the same facts and legal theories.

6 168. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate
7 representatives of the putative class because their interests coincide with, and are not antagonistic
8 to, the interests of the members of the class they seek to represent; they have retained counsel
9 competent and experienced in such litigation; and they have and intend to continue to prosecute the
10 action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the
11 members of the class. Neither Plaintiffs nor their counsel have any interests which might cause
12 them not to vigorously pursue this action.

13 169. **Injunctive Relief Appropriate for the Class. Fed. R. Civ. P. 23(b)(2).** Class
14 certification is appropriate because Defendants acted on grounds generally applicable to the class,
15 making appropriate injunctive relief with respect to Plaintiffs and the class members. Plaintiffs and
16 the putative class seek an injunction prohibiting Defendants from continued collection of these
17 illegal loans; prohibiting Defendants from continuing to engage in any enterprise pled herein; and
18 ordering the dissolution of each Defendant that has engaged in any enterprise pled herein.

19 170. As alleged above, Defendants § 1962(b) of RICO by acquiring and maintaining
20 interests in and control of the enterprise involved in the unlawful collection of debt.

21 171. Defendants participated in the collection of the unlawful debt as a principal by
22 aiding, abetting, procuring proceeds from the enterprise, and by willfully acquiring and maintaining
23 interests in and control of the enterprise.

24 172. Plaintiffs and the class members were injured as a result of Defendants’ violations of
25 18 U.S.C. § 1962(b) because the loans would not have been made but for Defendants’ investment
26 and participation in the enterprise.
27
28

1 173. As a result of Defendants’ violations, Defendants are jointly and severally liable to
2 Plaintiffs and the putative class members for their actual damages, treble damages, costs, and
3 attorney’s fees pursuant to 18 U.S.C. § 1964(c).
4

5 **COUNT THREE:**
6 **VIOLATIONS OF RICO, 18 U.S.C. § 1962(c)**
7 **(CLASS CLAIM AGAINST ALL DEFENDANTS)**

8 174. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at
9 length herein.

10 175. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this
11 action for themselves and on behalf of a class initially defined as:

All consumers residing in California when they entered into a loan agreement with
Plain Green or Great Plains where the loan was originated or any payment was made.

12 176. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this
13 claim for themselves and on behalf of a subclass initially defined as:

All consumers residing in California when they entered into a loan agreement with
Plain Green or Great Plains where the loan was originated and/or any payment was
made on or after February 22, 2014.

14
15 177. **Numerosity. Fed. R. Civ. P 23(a)(1).** Numerosity will be easily satisfied in this case
16 based on the number of loans at issue in California. Additionally, the names and addresses of the
17 class members are identifiable through the internal business records maintained by Defendants
18 and/or Think Finance, and the class members may be notified of the pendency of this action by
19 published and/or mailed notice.
20

21 178. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).**
22 Common questions of law and fact exist as to all members of the putative class, and there are no
23 factual or legal issues that differ between the putative class members. These common questions
24 predominate over the questions affecting only individual class members. The common questions
25 include: (1) whether Think Finance, Plain Green, Great Plains, the Chippewa Cree Tribe, the Otoe-
26 Missouri Tribe, Haynes Investments, and Victory Park constitute an “enterprise” under RICO; (2)
27 whether Defendants conducted the affairs or participated in the enterprise’s affairs; (3) whether the
28

1 loans violated Art. XV § 1 of California's Constitution because their interest levels were too high;
2 and (4) what is the proper recovery for Plaintiffs and the class members against each Defendant.

3 179. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs' claims are typical of the claims of
4 each putative class member. Plaintiffs are entitled to relief under the same causes of action as the
5 other members of the putative class. Additionally, Plaintiffs' claims are based on the same facts and
6 legal theories as each of the class members.

7 180. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate
8 representatives of the putative class because their interests coincide with, and are not antagonistic
9 to, the interests of the members of the class that they seek to represent. Plaintiffs have retained
10 counsel competent and experienced in such litigation, and they intend to continue to prosecute the
11 action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the
12 members of the class. Neither Plaintiffs nor their counsel have any interests that might cause them
13 to not vigorously pursue this action.

14 181. **Superiority. Fed. R. Civ. P. 23(b)(3).** Questions of law and fact common to the
15 class members predominate over questions affecting only individual members, and a class action is
16 superior to other available methods for fair and efficient adjudication of the controversy. The
17 damages sought by each member are such that individual prosecution would prove burdensome and
18 expensive. It would be virtually impossible for members of the class individually to effectively
19 redress the wrongs done to them. Even if the members of the class themselves could afford such
20 individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized
21 litigation presents a potential for inconsistent or contradictory judgments and increases the delay
22 and expense to all parties and to the court system presented by the legal and factual issues raised by
23 Defendants' conduct. By contrast, the class action device will result in substantial benefits to the
24 litigants and the Court by allowing the Court to resolve numerous individual claims based upon a
25 single set of proof in a case.

26 182. **Injunctive Relief Appropriate for the Class. Fed. R. Civ. P. 23(b)(2).** Class
27 certification is appropriate because Defendants have acted on grounds generally applicable to the
28

1 class, making appropriate equitable, injunctive relief with respect to Plaintiffs and the class
2 members. Plaintiff and the putative class seek an injunction prohibiting Defendants from continued
3 collection of these illegal loans; prohibiting Defendants from continuing to engage in any enterprise
4 pled herein; and ordering the dissolution of each Defendant that has engaged in any enterprise pled
5 herein.

6 183. All of the loans made to California residents included an interest rate far in excess of
7 twice the enforceable rate in California.

8 184. As alleged above, Defendants associated with the enterprise and participated in the
9 affairs of the enterprise, which existed for the purpose of collection of unlawful debt.

10 185. Defendants' participation in the enterprise violated § 1962(c) of RICO and caused
11 Plaintiffs to repay amounts on unlawful loans.

12 186. Plaintiffs and the class members were injured as a result of Defendants' violations of
13 18 U.S.C. § 1962(c) and are entitled to treble their actual damages, which would include any
14 interest, fees, or other sums collected by the enterprise.

15 **COUNT FOUR:**
16 **VIOLATIONS OF RICO, 18 U.S.C. § 1962(d)**
(CLASS CLAIM AGAINST ALL DEFENDANTS)

17 187. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at
18 length herein.

19 188. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this
20 action for themselves and on behalf of a class initially defined as:

21 All consumers residing in California when they entered into a loan agreement with
22 Plain Green or Great Plains where the loan was originated or any payment was made.

23 189. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this
claim for themselves and on behalf of a subclass initially defined as:

24 All consumers residing in California when they entered into a loan agreement with
25 Plain Green or Great Plains where the loan was originated or any payment was made
on or after February 22, 2014.

26 190. **Numerosity. Fed. R. Civ. P 23(a)(1).** Upon information and belief, Plaintiffs allege
27 that the class members are so numerous that joinder of all is impractical. The names and addresses
28 of the class members are identifiable through the internal business records maintained by

1 Defendants, and the class members may be notified of the pendency of this action by published
2 and/or mailed notice.

3 191. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).**
4 Common questions of law and fact exist as to all members of the putative class, and there are no
5 factual or legal issues that differ between the putative class members. These questions predominate
6 over the questions affecting only individual class members.

7 192. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiffs' claims are typical of the claims of
8 each putative class member. In addition, Plaintiffs are entitled to relief under the same causes of
9 action as the other members of the putative class. All are based on the same facts and legal theories.

10 193. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiffs are adequate
11 representatives of the putative class because their interests coincide with, and are not antagonistic
12 to, the interests of the members of the class they seek to represent; they have retained counsel
13 competent and experienced in such litigation; and they have and intend to continue to prosecute the
14 action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the
15 members of the class. Neither Plaintiffs nor their counsel have any interests which might cause
16 them not to vigorously pursue this action.

17 194. **Injunctive Relief Appropriate for the Class. Fed. R. Civ. P. 23(b)(2).** Class
18 certification is appropriate because Defendants acted on grounds generally applicable to the class,
19 making appropriate equitable, injunctive relief with respect to Plaintiffs and the class members.
20 Plaintiffs and the putative class seek an injunction prohibiting Defendants from continued collection
21 of these illegal loans; prohibiting Defendants from continuing to engage in any enterprise pled
22 herein; and ordering the dissolution of each Defendant that has engaged in any enterprise pled
23 herein.

24 195. As alleged above, Defendants violated § 1962(d) of RICO by entering into a series
25 of agreements to violate §§ 1962(a)-(c), including but not limited to: (1) the Term Sheet between
26 the Haynes Investments, Chippewa Cree Tribe, Think Finance, and Victory Park (through GPLS),
27

28

1 (2) a similar term sheet between Otoe-Missouria Tribe, Think Finance, and Victory Park (through
2 GPLS), and (3) the Participation, Administrative Agency, and Guaranty and Security Agreements.

3 196. As a result of Defendants' participation in the enterprise and violations of RICO,
4 Defendants are jointly and severally liable to Plaintiffs and the putative class members for their
5 actual damages, treble damages, costs, and attorney's fees pursuant to 18 U.S.C. § 1964(c).
6

7 **COUNT FIVE:**
8 **VIOLATIONS OF CALIFORNIA USURY LAWS**
9 **(CLASS CLAIM AGAINST ALL DEFENDANTS)**

10 197. Plaintiff restates each of the allegations in the preceding paragraphs as if set forth at
11 length herein.

12 198. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this
13 action for themselves and on behalf of a class initially defined as follows:

14 **California Usury Class:** All California residents who made a payment on any loan
15 with Plain Green or Great Plains on or before February 22, 2015.

16 **California Treble Damages Subclass:** All California residents who made a payment
17 on any loan with Plain Green or Great Plains on or after February 22, 2016.

18 Plaintiffs are members of this class and subclass.

19 199. **Numerosity. Fed. R. Civ. P 23(a)(1).** Based on the revenue collected from Virginia
20 consumers, numerosity is easily satisfied. Additionally, the names and addresses of the class
21 members are identifiable through the internal business records maintained by Defendants, and the
22 class members may be notified of the pendency of this action by published and/or mailed notice.

23 200. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).**
24 Common questions of law and fact exist as to all members of the putative class, and there are no
25 factual or legal issues that differ between the putative class members. These questions predominate
26 over the questions affecting only individual class members. The principal issues include: (1)
27 whether the loans made to California consumers violated Art. XV § 1 of California's Constitution
28 because their interest levels were too high; (2) whether Plaintiffs may recover from Defendants the
amounts paid on the loans; and (3) what is the proper recovery for Plaintiffs and the class members
against each Defendant.

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201. **Typicality**, Fed. R. Civ. P. 23(a)(3). Plaintiffs' claims are typical of the claims of each putative class member. In addition, Plaintiffs are entitled to relief under the same causes of action as the other members of the putative class. All claims are based on the same facts and legal theories.

202. **Adequacy of Representation**, Fed. R. Civ. P. 23(a)(4). Plaintiffs are adequate representatives of the putative class because their interests coincide with, and are not antagonistic to, the interests of the members of the class that they seek to represent. Plaintiffs have retained counsel competent and experienced in such litigation, and they intend to continue to prosecute the action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the members of the class. Neither Plaintiffs nor their counsel have any interests that might cause them to not vigorously pursue this action.

203. **Superiority**, Fed. R. Civ. P. 23(b)(3). Questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome and expensive. It would be virtually impossible for members of the class individually to effectively redress the wrongs done to them. Even if the members of the class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system because of the legal and factual issues raised by Defendants' conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

204. All of the loans made to California consumers in the name of Plain Green and Great Plains used an interest rate greater than 12%.

205. As explained above, Defendants received the proceeds, directly and indirectly, of the loans originated in the names of Plain Green and Great Plains.

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206. Accordingly, Plaintiffs and the class members are entitled to recover all interest paid on the loans in excess of 10% within the past two years, plus treble damages for any interest paid within the year preceding the filing of this action and their attorney’s fees and costs. Cal. Civ. Code § 1916-3.

**COUNT SIX:
UNJUST ENRICHMENT
(CLASS CLAIM AGAINST ALL DEFENDANTS)**

207. Plaintiffs restate each of the allegations in the preceding paragraphs as if set forth at length herein.

208. Pursuant to Rule 23 of the Federal Rules of Civil Procedures, Plaintiffs bring this claim for themselves and on behalf of a class—the “California Unjust Enrichment Class”—initially defined as follows:

California Unjust Enrichment Class: All California residents who executed a loan with Plain Green or Great Plains where the consumer repaid more than the original principal of the loan.

Plaintiffs are members of the unjust enrichment class.

209. **Numerosity. Fed. R. Civ. P 23(a)(1).** Based on the revenue collected from Virginia consumers, numerosity is easily satisfied. Additionally, the names and addresses of the class members are identifiable through the internal business records maintained by Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice.

210. **Predominance of Common Questions of Law and Fact. Fed. R. Civ. P. 23(a)(2).** Common questions of law and fact exist as to all members of the putative class, and there are no factual or legal issues that differ between the putative class members. These questions predominate over the questions affecting only individual class members. The principal issues include: (1) whether Plaintiffs and the class members conferred a benefit on Defendants; (2) whether Defendants knew or should have known of the benefit; (3) whether Defendants retained an unjust benefit because the loan was void; and (4) what is the proper recovery for Plaintiffs and the class members against each of Defendants.

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211. **Typicality**. Fed. R. Civ. P. 23(a)(3). Plaintiffs' claims are typical of the claims of each putative class member. In addition, Plaintiffs are entitled to relief under the same causes of action as the other members of the putative class. All claims are based on the same facts and legal theories.

212. **Adequacy of Representation**. Fed. R. Civ. P. 23(a)(4). Plaintiffs are adequate representatives of the putative class because their interests coincide with, and are not antagonistic to, the interests of the members of the class that they seek to represent. Plaintiffs have retained counsel competent and experienced in such litigation, and they intend to continue to prosecute the action vigorously. Plaintiffs and their counsel will fairly and adequately protect the interests of the members of the class. Neither Plaintiffs nor their counsel have any interests that might cause them to not vigorously pursue this action.

213. **Superiority**. Fed. R. Civ. P. 23(b)(3). Questions of law and fact common to the class members predominate over questions affecting only individual members, and a class action is superior to other available methods for fair and efficient adjudication of the controversy. The damages sought by each member are such that individual prosecution would prove burdensome and expensive. It would be virtually impossible for members of the class individually to effectively redress the wrongs done to them. Even if the members of the class themselves could afford such individual litigation, it would be an unnecessary burden on the Courts. Furthermore, individualized litigation presents a potential for inconsistent or contradictory judgments and increases the delay and expense to all parties and to the court system because of the legal and factual issues raised by Defendants' conduct. By contrast, the class action device will result in substantial benefits to the litigants and the Court by allowing the Court to resolve numerous individual claims based upon a single set of proof in a case.

214. All of the loans to California consumers in the name of Plain Green and Great Plains were void.

1 215. Plaintiffs and the class members conferred a benefit on Defendants when they repaid
2 the void loans; Defendants knew or should have known of the benefits; and Defendants have been
3 unjustly enriched through their receipt of any amounts in connection with the unlawful loans.

4 216. Accordingly, on behalf of themselves and all other California consumers similarly
5 situated, Plaintiffs seek to recover from Defendants, jointly and severally, all amounts repaid on any
6 loans with Plain Green and Great Plains.

7 **PRAYER FOR RELIEF**

8 **WHEREFORE**, Plaintiffs request the Court enter judgment for themselves and the class
9 they seek to represent against Defendants, including for:

- 10 A. Certification of this matter to proceed as a class action;
- 11 B. Declaratory and injunctive relief as pled herein;
- 12 C. Compensatory relief in an amount as pled herein;
- 13 D. Treble damages pursuant to 18 U.S.C. § 1964(c) and Cal. Civ. Code § 1916-3;
- 14 E. Attorney’s fees, litigation expenses, and costs of suit; and
- 15 F. Any further relief the Court deems proper.

16 **TRIAL BY JURY IS DEMANDED.**

17
18
19 Respectfully submitted,
PLAINTIFFS

20 By: /s/ Craig C. Marchiando
21 Craig C. Marchiando, Esq., (SBN 283829)
22 Leonard A. Bennett, Esq., (pro hac vice to be filed)
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Counsel for Plaintiffs

EXHIBIT 1

ThinkCash



Universal Fund Investor Overview

May 1, 2009

Agenda



- Investment Overview and Structure
- Product Performance History
- Key Risks
- Questions?

The Universal Fund Pays 17% Net Return to Investors and Purchases High-Yielding Short-Term Debt

Investment Overview

- Investors purchase notes in the Universal Fund
 - Investors paid 18% minus 1% management fee = 17% return
 - Rolling close – investors may purchase a series of notes through 2009
 - Key investor docs – Subscription Agreement, Accredited Investor Questionnaire, Note

- Proceeds used to purchase participations in bank loans – guaranteed by ThinkCash
 - Loans are short-term (4-24 months), high interest installment loans (87-334% APR)
 - Admin Agent purchases loans from Universal Fund 60 days past due at face value and funds a 10% reserve account
 - ThinkCash provides corporate guaranty

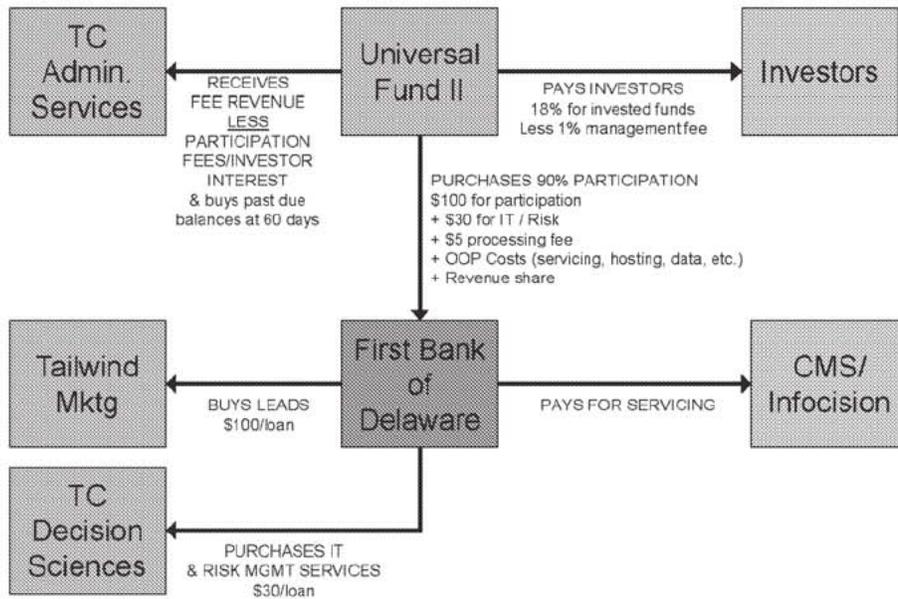
- 5 year term – early redemption of notes available quarterly
 - Investors can request early redemption on calendar quarters with 45 days advance notice
 - Notes paid off from principal payments on loan participations with expected payback approximately 6 months

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The Universal Fund was Established to Purchase Loan Participations from First Bank of Delaware



First Bank of Delaware Provides All Underwriting and Loan Originations for the Program

4

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Universal Fund Payment Waterfall

Revenues = 220% APR

Less Payments (in order of priority):

1. Loan Losses (absorbed by Admin Agent) = 110%
2. Payments to FBD (net particip. fees and revenue share) = 10%
3. Interest Payments to Investors = 17%
4. Management Fee = 1%
5. Investor Interest Reserve = 10%

Excess = Cash Flow (Servicing Income) to Admin Agent

**Net Revenue After Losses and Payments to FBD =
6x Coverage of Investor Interest Payment**

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First Bank of Delaware Originates the Loans and ThinkCash Acts as Marketer and Administrative Agent

Key Players



- Headquartered in Philadelphia, PA
- Established in 1999
- Revenues = \$100MM+
- Employees = 70+
- Full-service, state chartered bank, member FDIC



- Headquartered in Fort Worth, TX
- Established in 2001
- Revenues = \$100MM+
- Employees = 200+
- Leading online consumer lender
- Investors include Sequoia Capital & Technology Crossover Ventures

Universal Fund II

- Delaware LLC – single member
- Exclusive charter is to purchase participations in FBD loans
- First fund successfully managed

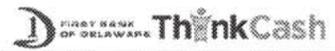
Agenda



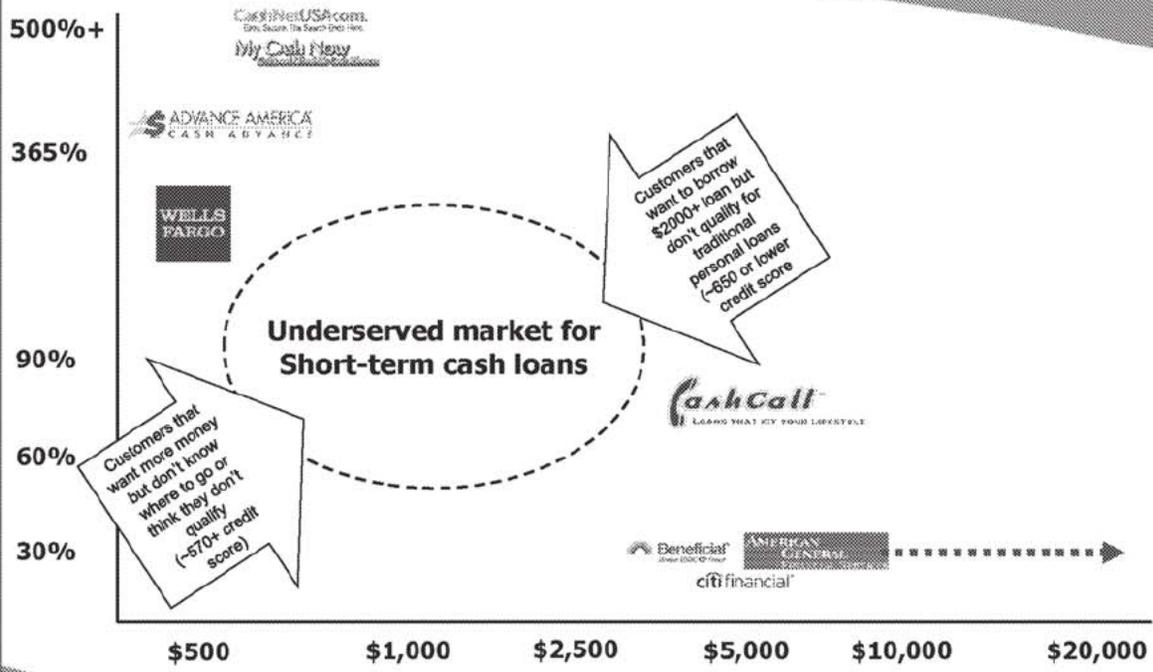
- Investment Overview and Structure
- Product Performance History
- Key Risks
- Questions?

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ThinkCash Provides Loans to Consumers Whose Credit Needs are Not Well-Served by Traditional Offerings



ThinkCash Installment Loans Bridge Consumers from Payday Loans to More Mainstream Installment Loans



HOW IT WORKS LOAN COST & TERMS MY ACCOUNT NEW CUSTOMER SIGN UP



We provide short term loans to cover life's unexpected events

Now there's a new way to pay bills, avoid bounced checks, and catch up on life's expenses. Get from \$250 up to \$2500 with no paperwork and no hassle*. Apply now and join thousands of customers that count on ThinkCash for their cash needs.

Why ThinkCash?

- > Get \$250 to \$2500 by tomorrow**
- > Apply online, answer in seconds**
- > No paperwork, no lines, no hassles**
- > Convenient payment options
- > You don't need perfect credit

We can help.

- > What is ThinkCash?
- > How Much Does it Cost?
- > Testimonials
- > Refer a Friend and Earn \$
- > 12 Steps Out of Debt

Get started today.

To apply for a loan, complete the process and click "Apply Now"

First Name:

Middle Name:

Last Name:

Email Address:

Confirm E-mail:

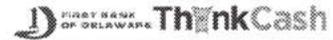
State of Residence:

Promo Code or Referral ID: (optional)

APPLY NOW

9

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Consumers complete mini app at ThinkCash then directed to FBDLoans.com

The screenshot displays the First Bank of Delaware website interface. At the top left is the bank's logo, a stylized 'D' with 'FIRST BANK OF DELAWARE' text. A navigation bar contains links for 'HOME', 'CONTACT US', 'MY ACCOUNT', and 'NEW CUSTOMER SIGN UP'. Below the navigation is a large photograph of a smiling family: a man, a woman, a young boy, and a baby. To the right of the photo is a 'Returning Customer Log In' form with fields for 'Email Address' and 'Password', a 'Remember My Email Address' checkbox, a 'Log In' button, and a 'Forgot your Password?' link. Below the photo, the text reads: 'Need extra cash to avoid bounced checks and pay bills? First Bank of Delaware is a provider of installment loans nationwide. Get the money you need and the professional service you deserve. Join thousands of customers that have gotten the help they need from First Bank of Delaware.' To the right of this text are two security logos: 'HACKER SAFE TESTED DAILY 15-MAY' and 'VeriSign Secured'. In the bottom left corner, the number '10' is displayed above the text 'CONFIDENTIAL - DO NOT COPY'. In the bottom right corner, the 'FIRST BANK OF DELAWARE ThinkCash' logo is visible.

The Loan APR Drops as the Offered Loan Amount Increases Based on Creditworthiness

Product Description

Max Loan Amount	Term Rate	Daily Rate	Bi-weekly Term	Bi-weekly Payment	Semi-Monthly Term	Semi-Monthly Payment	Monthly Term	Monthly Payment
250	334%	0.9151	8	51.76	8	53.18	4	111.35
500	334%	0.9151	12	83.78	12	86.98	6	180.47
600	311%	0.8521	12	96.55	12	100.08	6	207.49
700	288%	0.7890	12	108.06	12	111.81	6	231.62
800	260%	0.7123	24	88.85	24	93.74	12	191.37
900	240%	0.6575	24	94.23	24	99.24	12	202.56
1000	220%	0.6027	30	92.52	30	97.93	15	199.14
1100	200%	0.5479	30	94.69	30	110.01	15	203.33
1200	180%	0.4932	30	95.78	30	100.89	15	205.10
1300	170%	0.4658	36	94.50	36	99.97	18	202.72
1400	160%	0.4384	36	97.33	36	102.80	18	208.45
1500	149%	0.4082	42	94.92	42	100.56	21	203.53
1600	139%	0.3808	42	96.15	42	101.68	21	205.79
1700	129%	0.3534	42	96.85	42	102.21	21	206.85
1800	119%	0.3260	48	93.08	48	98.45	24	198.95
1900	109%	0.2986	48	92.36	48	97.45	24	196.91
2000	99%	0.2712	48	91.18	48	95.93	24	193.82
2100	98%	0.2685	48	95.12	48	100.05	24	202.13
2200	97%	0.2658	48	99.01	48	104.11	24	210.32
2300	96%	0.2630	48	102.81	48	108.07	24	218.33
2400	90%	0.2466	48	103.07	48	108.14	24	218.43
2500	87%	0.2384	48	105.20	48	110.26	24	222.70

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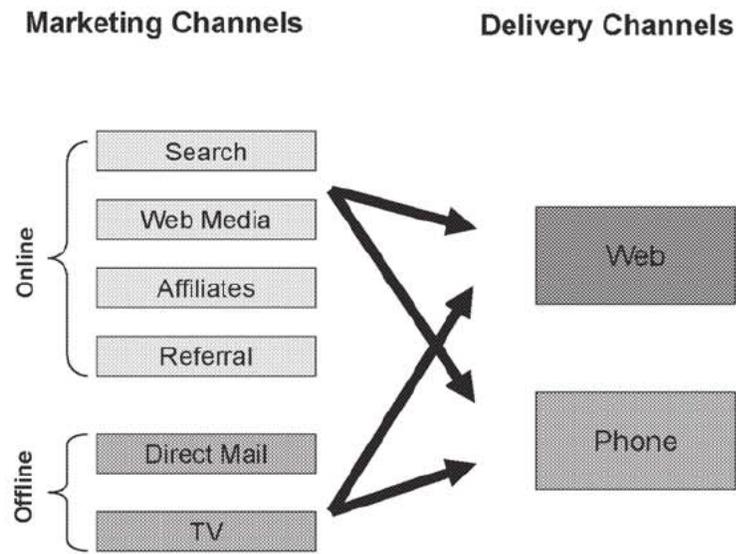
How we differ from a typical payday loan?

	\$750 Installment Loan		\$750 Payday Loan *	
Week 2	Pmt. 1	\$85.42	Rollover 1	\$150.00
Week 4	Pmt. 2	\$85.42	Rollover 2	\$150.00
Week 6	Pmt. 3	\$85.42	Rollover 3	\$150.00
Week 8	Pmt. 4	\$85.42	Rollover 4	\$150.00
Week 10	Pmt. 5	\$85.42	Payoff and Re-Advance	\$900.00
Week 12	Pmt. 6	\$85.42	Rollover 1	\$150.00
Week 14	Pmt. 7	\$85.42	Rollover 2	\$150.00
Week 16	Pmt. 8	\$85.42	Rollover 3	\$150.00
Week 18	Pmt. 9	\$85.42	Rollover 4	\$150.00
Week 20	Pmt. 10	\$85.42	Payoff and Re-Advance	\$900.00
Week 22	Pmt. 11	\$85.42	Rollover 1	\$150.00
Week 24	Pmt. 12	\$85.42	Rollover 2	\$150.00
Week 26	Pmt. 13	\$85.42	Rollover 3	\$150.00
Week 28	Pmt. 14	\$85.42	Rollover 4	\$150.00
Week 30	Pmt. 15	\$85.42	Payoff and Re-Advance	\$900.00
Week 32	Pmt. 16	\$85.42	Rollover 1	\$150.00
Week 34	Pmt. 17	\$85.42	Rollover 2	\$150.00
Week 36	Pmt. 18	\$85.42	Rollover 3	\$150.00
Week 38	Pmt. 19	\$85.42	Rollover 4	\$150.00
Week 40	Pmt. 20	\$85.42	Payoff and Re-Advance	\$900.00
Week 42	Pmt. 21	\$85.42	Rollover 1	\$150.00
Week 44	Pmt. 22	\$85.42	Rollover 2	\$150.00
Week 46	Pmt. 23	\$85.42	Rollover 3	\$150.00
Week 48	Pmt. 24	\$85.42	Payoff	\$900.00
	Net Repayment	\$2,050.08	Net Repayment	\$4,350.00
	APR	268.01%	APR	521.43%

* Note - sample represents \$20 per every \$100 lent assumes customer rolls over loan throughout a 12 month period

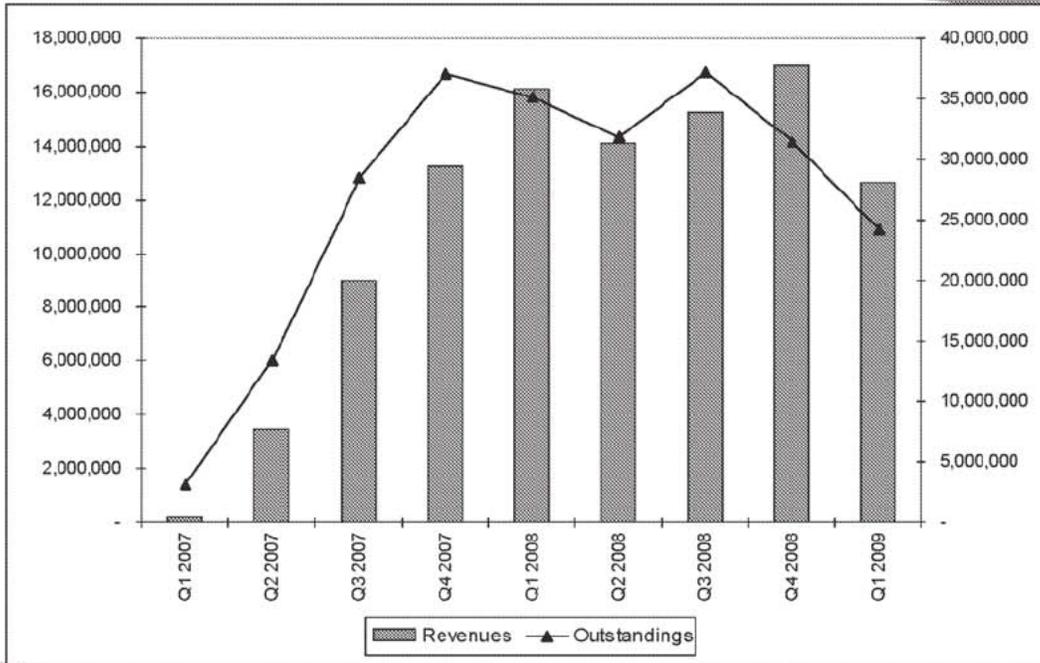
Total Interest \$1,300.08 Total Interest \$3,600.00

ThinkCash Is Marketed Via Both On-Line and Offline Channels



The Primary Driver of Volume is Search Engine Marketing

Significant Growth in Revenue and Outstandings Since Inception...



...And Over \$100MM in Loans Have Been Originated Since Inception

Key Portfolio Statistics

- Loans originated = \$100 MM+
- Loan customers = 150,000+

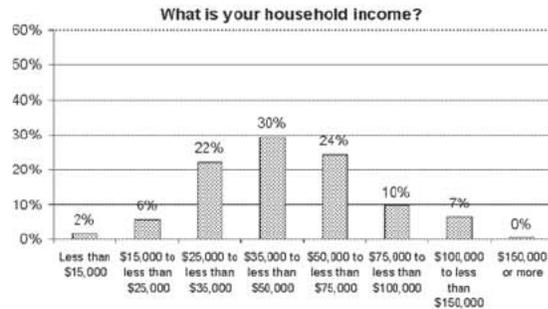
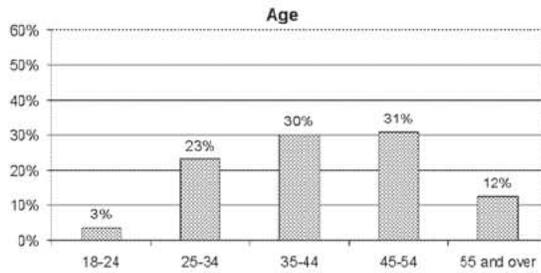
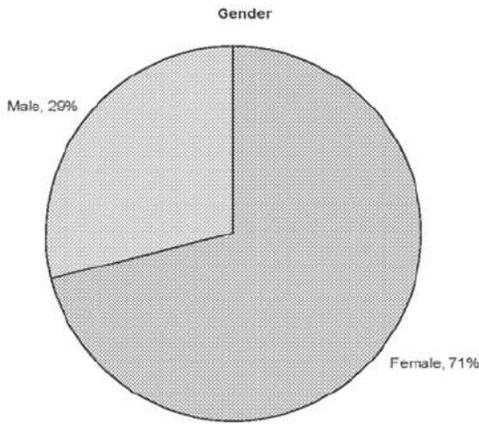
- 2007 finance charges = \$24MM
- 2007 losses = \$12MM
- 2008 finance charges = \$62MM
- 2008 losses = \$32MM

- Average loan size = \$700
- Average loan term = 10 months
- Average payment default rate = < 10%
- Average cure/collections rates > 50%

- Net yield on outstandings = 100%+ APR

The Typical Customer is a 35 to 44 Year Old Woman with \$35K to \$50K Household Income

ThinkCash Customer Demographics



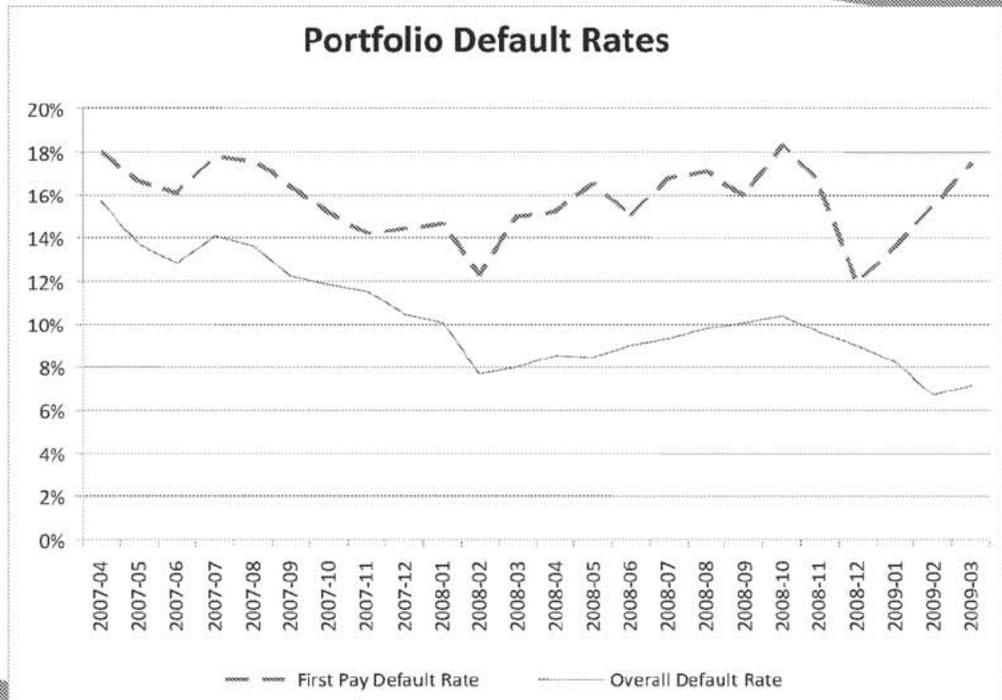
* Based on survey of 4,000 customers

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Loan Portfolio Performance Has Continued to Improve Since Inception

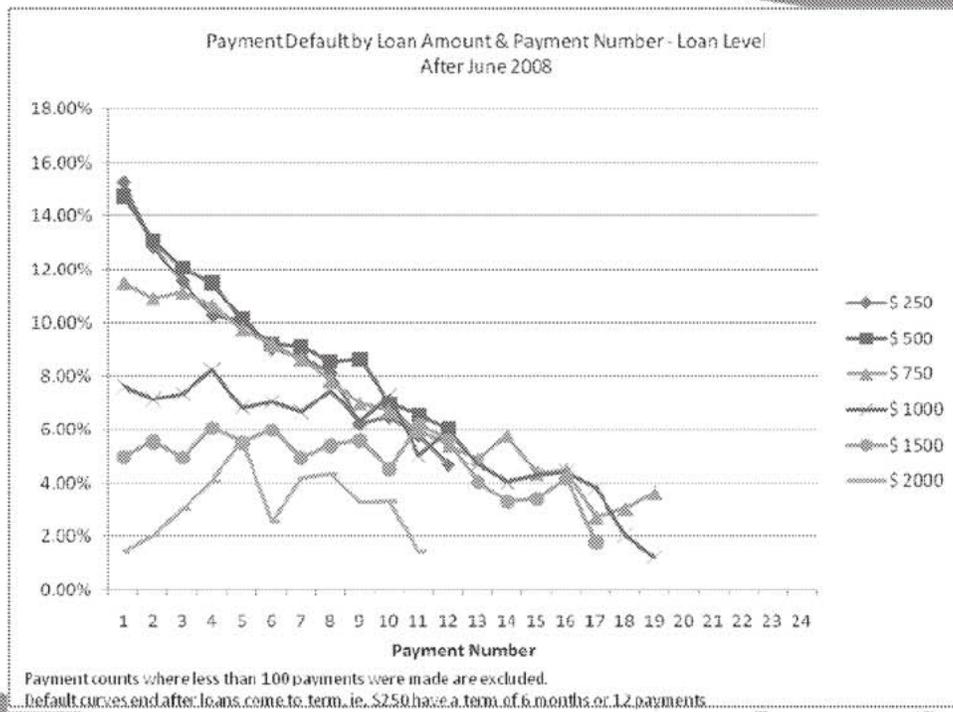


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Payment Default Rates Drop Over Time and Have Not Shown Signs of Erosion Due to the Economy

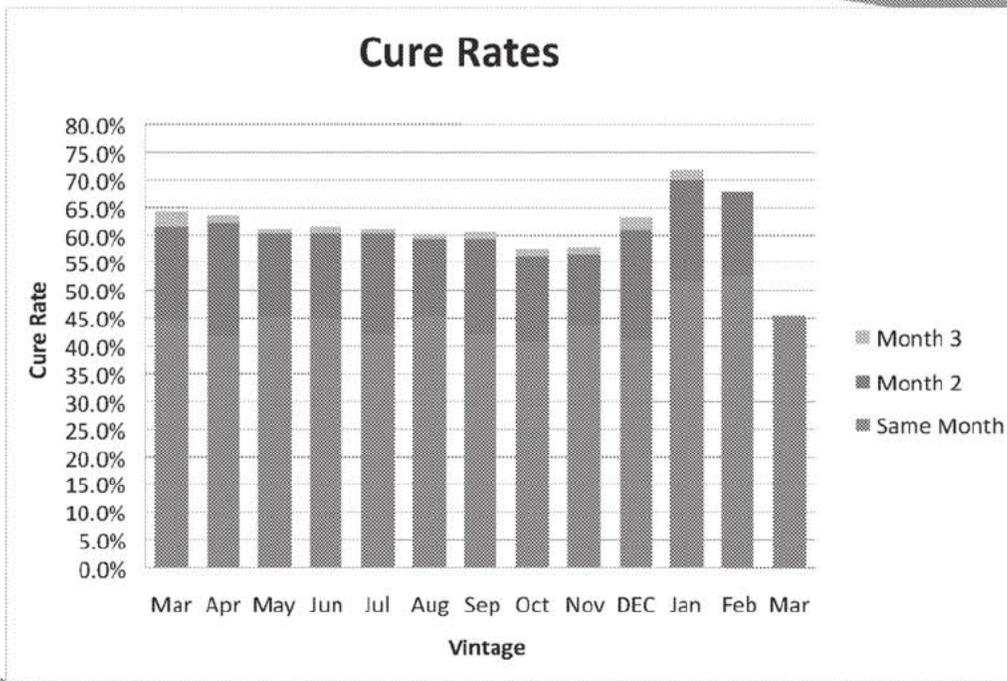


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Collections and Cure Rates Have Also Remained Strong



Agenda



- Investment Overview and Structure
- Product Performance History
- Key Risks
- Questions?

Overview of Risks

Risk	Potential Impact	Mitigating Factors
Regulatory/Legal (FDIC or state/federal legislation changes or lawsuits)	<ul style="list-style-type: none"> ▪ Potential for early termination of program ▪ Litigation may raise costs of loan program 	<ul style="list-style-type: none"> ▪ No history of FDIC or state/federal legislation changes impacting loan collectability ▪ Admin Agent pays any litigation costs
Loan Performance (credit quality erosion)	<ul style="list-style-type: none"> ▪ Reduced loan portfolio yields 	<ul style="list-style-type: none"> ▪ Significant portfolio history ▪ Current portfolio yield > 100% ▪ Admin Agent guaranty
Admin Agent (default or bankruptcy)	<ul style="list-style-type: none"> ▪ Breach of guaranty ▪ Potential for early termination of program 	<ul style="list-style-type: none"> ▪ Strong TC financials (\$30MM+) ▪ 10% reserve account ▪ High yielding portfolio

Overview of Risks (cont.)

Risk	Potential Impact	Mitigating Factors
Bank (failure)	<ul style="list-style-type: none"> ▪ Early termination of program 	<ul style="list-style-type: none"> ▪ Strong bank financials ▪ Loans continue to be collectable ▪ Bank has outsourced servicing
Early Termination (due to regulatory changes, credit quality erosion, admin agent or bank default)	<ul style="list-style-type: none"> ▪ Accelerated payback of investor funds 	<ul style="list-style-type: none"> ▪ Early termination does not reduce investor returns on deployed capital

Please Read the PPM for a Full Description of Risks

Agenda

- Investment Overview and Structure
- Product Performance History
- Key Risks
- Questions?



EXHIBIT 2

Term Sheet For Think Finance-Chippewa Cree Transaction

Parties

Chippewa Cree Tribe of the Rocky Boy's Indian Reservation, Montana, or its Tribal entity to be known as "Plain Green, LLC" ("Tribe")

Think Finance, Inc. ("TF")

Haynes Investments, Inc. its successors and assigns ("Haynes")

GPL Servicing Ltd, a Cayman Islands company ("GPLS")

Transaction

TF will license its software to the Tribe pursuant to a software license agreement acceptable to the parties. TF will also provide risk management, application processing, underwriting assistance, payment processing, and ongoing customer service support coterminous with the software license agreement and market and/or identify access channels for consumer loans on the Tribe's behalf (jointly "Services").

The Tribe will adopt a finance code that is acceptable to all parties and provide for the licensing of an arm of the tribe to engage in consumer lending. The Tribe will also obtain a computer server and develop a call center to run the software provided by TF and to enable the Tribe to provide call center services to customers.

The Tribe will implement underwriting criteria to approve loans that it decides to offer to consumers on a nationwide basis through the internet. The initial product will be an installment loan with a maximum amount of \$2,500 and a minimum repayment period of two months and a maximum repayment term of two years (a "Loan"). Interest rates on the loans will vary from an APR of 60% to 360% based upon the repayment history of the borrower and term of the loan. The Tribe will develop documentation for the lending process including an application, a loan agreement, an adverse action letter, and other related documents that comply with the federal consumer credit code including the Truth in Lending Act, the Equal Credit Opportunity Act, and the Electronic Funds Transfer Act. The Tribe will enter into an agreement with a U.S. bank to process loan transactions using the ACH system and will also develop the capability to process remote checks.

Haynes will arrange to provide funding to the Tribe to enable it to make each of the Loans. TF shall agree that the services provided by Haynes are exclusive as they relate to the Tribe and they shall not enter into any other relationship with the Tribe except as described herein.

GPLS may from time to time purchase participation interests in each Loan that meets agreed upon criteria within two business days of the funding of the Loan at 100% par value.

Mechanics

The Tribe shall establish an account at a U.S. financial institution that will enable it to fund loans made and to receive payments from customers on each business day. Haynes shall fund an account at such institution with sufficient monies to fund one business day of Loans based upon average Loan volumes for the preceding month.

Reserve Account

The Tribe shall establish a reserve account at a U.S. financial institution under the control of its law firm that will be available solely to deal with any regulatory issues, lawsuits or other controversies involving the Tribe and its lending activities. Such reserve account shall be funded by Tribe and TF equally out of the income earned from the Loans until the account has a balance of not less than \$50,000 which amount shall be replenished from time to time to the extent it is drawn upon.

Revenues

GPLS shall pay the Tribe 4.5% of cash revenue received on account of the Loans for which GPLS has acquired a participation interest each month and will advance to the Tribe as a prepayment on revenue, \$50,000 each month for the first six months or until such time that the amount received exceeds \$50,000. Additionally, the Tribe will be reimbursed for all out-of-pocket expenses.

GPLS shall pay a fee to Haynes equal to 1% of the cash revenue received on account of the Loans for which GPLS has acquired a participation interest each month.

For the 1% of the loan portfolio retained by the Tribe, the Tribe will receive 100% of the cash revenue minus 100% of the losses.

Other Matters

TF commits that it will train and utilize not less than 10 members of the Tribe as customer service representatives on the Tribe's reservation within nine months after lending activity has begun.

The Tribe commits that it will use its best efforts to have completed the following critical path items within the next 14 days:

1. Establish "Plain Green, LLC" (or an entity with some other agreed upon name)
2. Revise the Tribal Credit Transaction Code to provide for a broader array of lending products
3. Obtain a license pursuant to the Chippewa Cree Tribal Credit Transaction Code if required
4. Setup bank account for "Plain Green, LLC"
5. Setup ACH processing for "Plain Green, LLC"
6. Get SSL for URL
7. Obtain 2 separate originating and servicing addresses for Plain Green, LLC and GPLS.

Legal Representation

Pepper Hamilton LLP ("Pepper") and Jones & Keller, PC ("J&K") shall be counsel to the Tribe. All fees of Pepper (including a success fee) shall be paid by TF at the closing of the transaction (and will pay the fees in the event the transaction does not close), plus reimbursement for all costs.

J&K shall be paid as follows: an amount of \$20,000 shall be wired by TF or Haynes to J&K's trust account on Thursday, March 10, 2011 which shall be applied by J&K in payment for all legal work performed by J&K (but not expense disbursements, if any, which shall be separately billed to TF or Haynes) during the week ending on March 18, 2011, and an additional amount of \$7,500 shall be wired by Haynes to J&K's trust account which shall be applied by J&K in payment for all legal work performed by J&K provided that all action by the Tribe or on behalf of the Tribe that is necessary to complete the items contemplated above for the Tribe to complete have been accomplished in all material respects by March 18, 2011.

In addition to the above legal fees, an amount of \$50,000 for the payment of other tribal legal and professional fees, as well as set up, administration, travel, and supplies shall be wired by TF or Haynes to J&K's trust account on Thursday, March 10, 2011 which shall be transferred by J&K (1) to the Tribe or as directed by the Tribe or by the Board of Directors of the tribal entity known as Plain Green, LLC provided that all action by the Tribe or on behalf of the Tribe that is necessary to complete the items contemplated above for the Tribe to complete have been accomplished in all material respects by March 18, 2011, or otherwise at the direction of the Tribe (2) to Haynes as directed by Steven Haynes.

This term sheet does not set forth all the terms and conditions of the transaction described herein. Rather, it is only an outline, in summary format, of major points of understanding, which will form the basis of the definitive documentation.

Except for obligations in respect of the "Legal Representation" paragraph above, in this paragraph and in the immediately succeeding paragraph, this term sheet is not, and shall not be deemed to be, a binding agreement by any of the parties hereto to consummate the transaction described herein. Such agreement will arise only upon the execution and delivery by the parties hereto of definitive documentation satisfactory in form and substance to each of the parties and the fulfillment, to the satisfaction of the parties, of the conditions precedent set forth herein and in such definitive documentation. In the event the transaction described herein shall not have been consummated on or before the day that is _____ days after the date of this executed term sheet, this term sheet shall automatically terminate on such 45th day (unless extended in writing by the parties).

This term sheet and the terms set forth herein are confidential, and none of the parties shall disclose the terms of this term sheet, or the fact that negotiations amongst the parties are ongoing, to any third party, including, without limitation, any other source of potential financing for the transaction described herein; provided, that the parties may provide a copy of this term sheet to their attorneys and financial advisors, in each case, for use only in connection with the proposed transaction and on a confidential basis.

Agreed to by the below signatories.

CHIPPEWA CREE TRIBE OF THE ROCKY BOY'S INDIAN RESERVATION, MONTANA,
or its Tribal entity to be known as "Plain Green, LLC"

By: _____

THINK FINANCE, INC.

By: _____

HAYNES INVESTMENTS, INC., its successors and assigns

By: _____

GPL SERVICING LTD., a Cayman Islands company

By: _____

Dated: March 11, 2011

Except for obligations in respect of the "Legal Representation" paragraph above, in this paragraph and in the immediately succeeding paragraph, this term sheet is not, and shall not be deemed to be, a binding agreement by any of the parties hereto to consummate the transaction described herein. Such agreement will arise only upon the execution and delivery by the parties hereto of definitive documentation satisfactory in form and substance to each of the parties and the fulfillment, to the satisfaction of the parties, of the conditions precedent set forth herein and in such definitive documentation. In the event the transaction described herein shall not have been consummated on or before the day that is _____ days after the date of this executed term sheet, this term sheet shall automatically terminate on such 45th day (unless extended in writing by the parties).

This term sheet and the terms set forth herein are confidential, and none of the parties shall disclose the terms of this term sheet, or the fact that negotiations amongst the parties are ongoing, to any third party, including, without limitation, any other source of potential financing for the transaction described herein; provided, that the parties may provide a copy of this term sheet to their attorneys and financial advisors, in each case, for use only in connection with the proposed transaction and on a confidential basis.

Agreed to by the below signatories.

CHIPPEWA CREE TRIBE OF THE ROCKY BOY'S INDIAN RESERVATION, MONTANA,
or its Tribal entity to be known as "Plain Green, LLC"

By: John C. Davis

THINK FINANCE, INC.
By: Jason Hewison

HAYNES INVESTMENTS, INC., its successors and assigns
By: _____

GPL SERVICING LTD., a Cayman Islands company
By: [Signature]

Dated: March 11, 2011

EXHIBIT 3



Great Plains Lending Meeting

January 12, 2011

Agenda

think

Company Overview

Installment Loan Program

Entity Structure & Contractual Agreements

Settlement & Outline Operational Responsibilities

Next Steps

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Think Finance Provides Next-Generation Consumer Finance Products



Founded in 2001 – Rapid Growth to Industry Leadership

- Approx. 250 employees - headquarters in Fort Worth, TX
- Over \$2 billion in loans underwritten to over one million customers
- \$215MM in 2010 revenue
- Key investors include Sequoia Capital and Technology Crossover Ventures

Product Diversification Minimizes Regulatory Risk

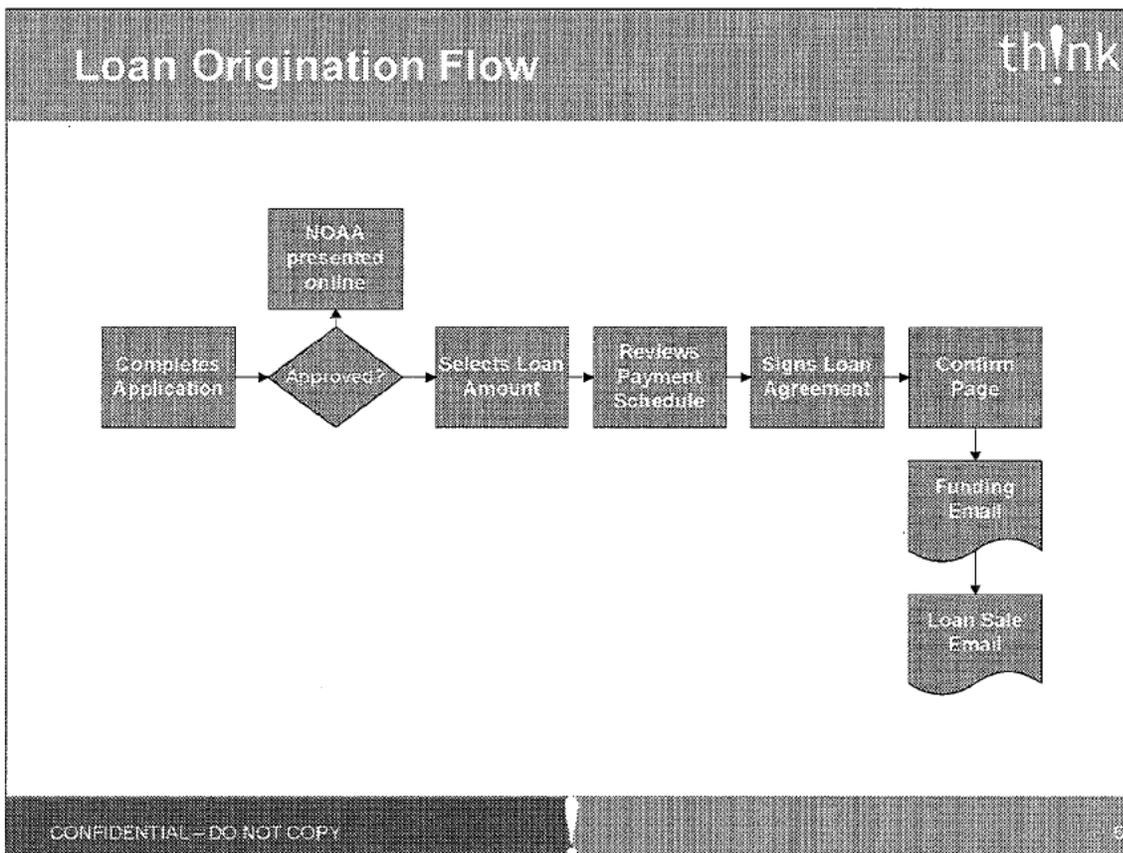
- Elastic: Line of credit linked to prepaid debit cards
- ThinkCash/Great Plains Lending: Installment loans
- PayDay One: State-licensed payday lender
- Partner with First Bank of Delaware and Urban Trust Bank

Industry Innovator in Technology and Underwriting

- Low price leader & product innovator – 93% customer satisfaction
- First fully automated short-term loan transaction in industry
- Proprietary risk scores and technology platform

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Underwriting Change Control

think

TF Decision Sciences Formally Recommends Changes

- Change Control Routed to GPL

GPL Approves/Modifies Change Control and Routes back to TFDS

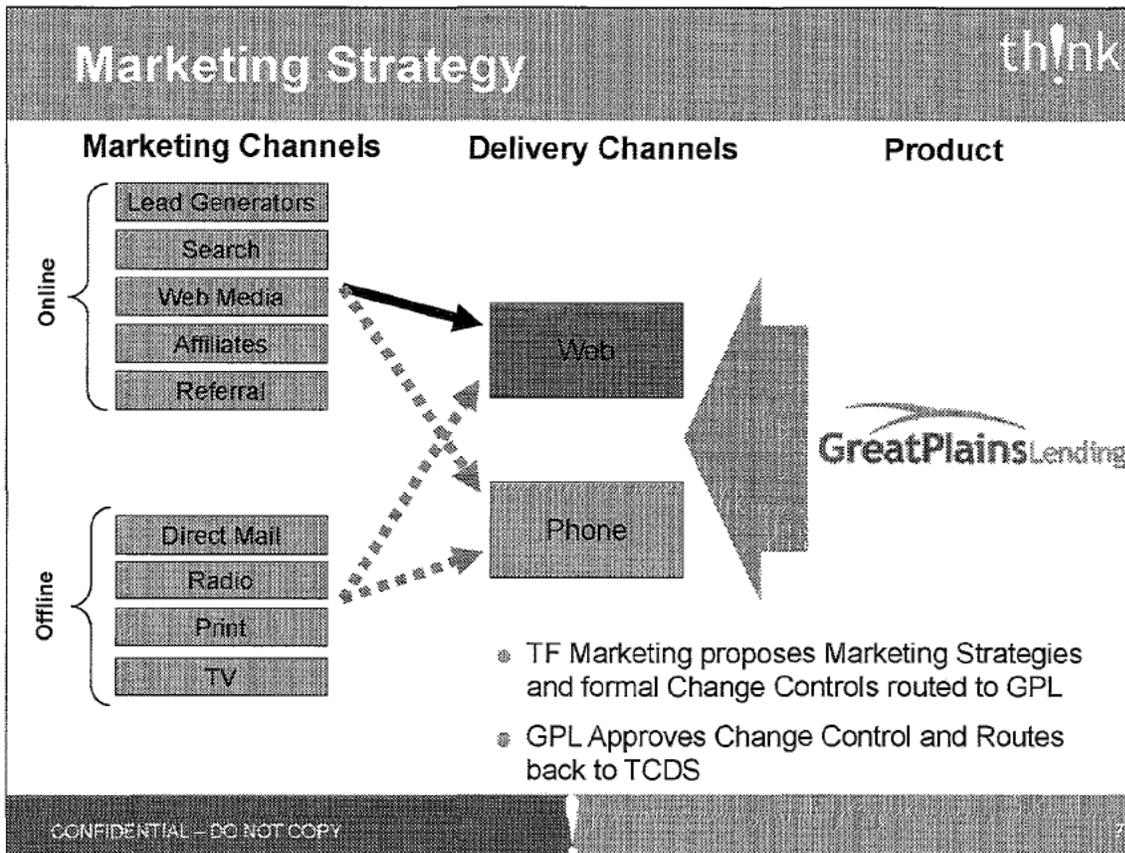
GPL & TFDS Implements Changes and Stores All Change Control Documentation

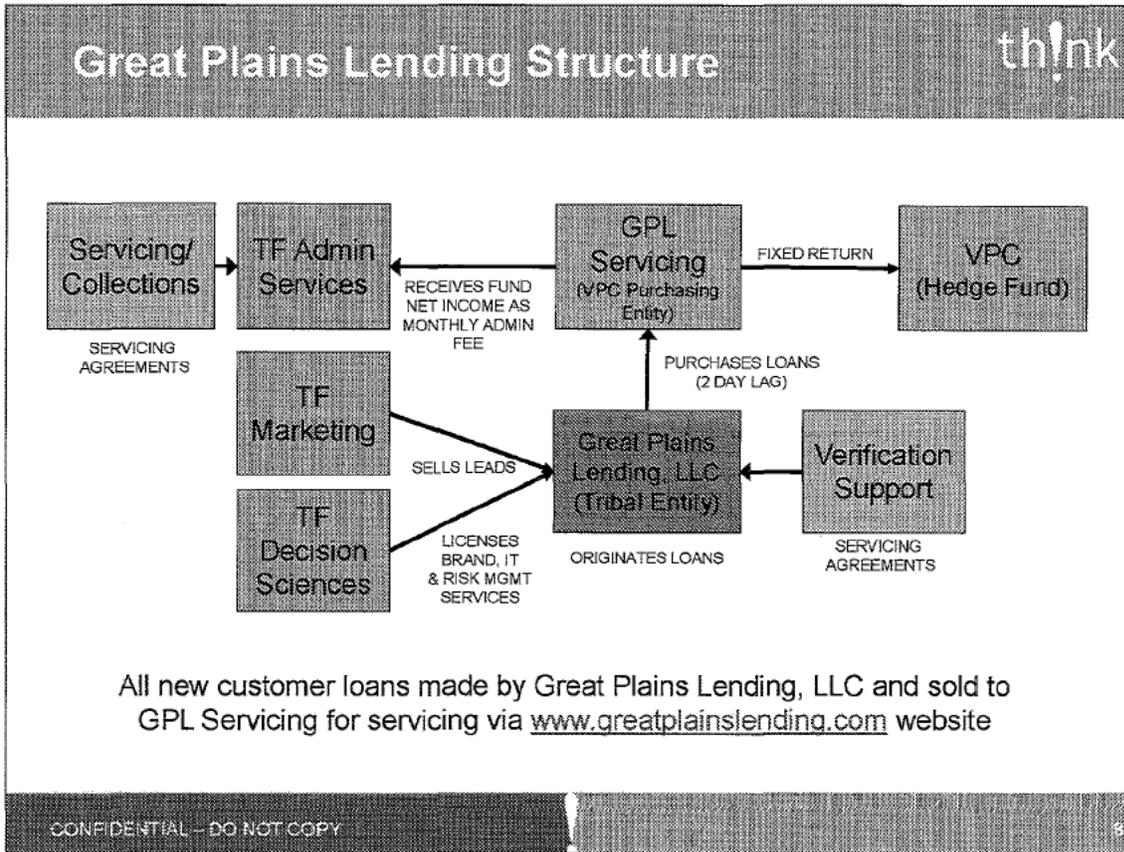
Decision Engine Tracks Audit Trail of All Changes

- GPL Has Decision Engine Read Access At All Times

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Key Contractual Agreements



Great Plains Lending, LLC (Tribal Entity)

- Loan purchase agreement with GPL Servicing, LLC (Purchasing Entity)
- Technology and services agreement with TF Decision Sciences
- Marketing agreement with TF Marketing
- Verifications agreement with outsourcer(s) (eg Meta)
- Data agreement with Trans Union (all other data providers come from TF Decision Sciences)

ACH and Settlement

think

Outbound ACH (credits/funding and any related returns or rescinds) will be from Great Plains Lending, LLC (Tribal Entity)

- Initially using FBD as processor

Inbound ACH (debits/collections and related returns) will be to GPL Servicing, LLC (Purchasing Entity)

Settlement for loan purchases by GPL Servicing will occur on a 2-day lag

Proposed Operational Responsibilities



Initial up-front Underwriting

Monthly Underwriting Change Controls

Verifications

Meta (day 1)

Otoe
Missouria

Loan Review and Approval

Meta (day 1)

Otoe
Missouria

Marketing Change Controls

Settlement

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Next Steps

think

1. Need contact of program manager
 - U/W review and approval
 - Program Compliance
 - Accounting Settlement
2. Create Tribal entity – Great Plains Lending, LLC
3. Setup Tribal bank account at FBD
4. Entity information (PO Box)
5. Signature/Name for Loan Agreement
6. Review/approve consumer legal documents and footer disclosures
7. Review/sign all contractual agreements

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EXHIBIT 4

Message

From: Ken Rees [/O=PAYDAYONE/OU=FIRST ADMINISTRATIVE GROUP/CN=RECIPIENTS/CN=KREES]
Sent: 2/24/2011 11:33:04 PM
To: Ben Mead [/O=PAYDAYONE/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Bmead]; Michelle Nguyen [/O=PAYDAYONE/OU=First Administrative Group/cn=Recipients/cn=MNguyen]; Jason Harvison [/O=PAYDAYONE/OU=First Administrative Group/cn=Recipients/cn=jharvison]
CC: Sarah Fagin Cutrona [/O=PAYDAYONE/OU=First Administrative Group/cn=Recipients/cn=SCutrona]; Chris Lutes [/O=PAYDAYONE/OU=First Administrative Group/cn=Recipients/cn=CLutes]; Scott Greever [/O=PAYDAYONE/OU=EXCHANGE ADMINISTRATIVE GROUP (FYDIBOHF23SPDLT)/CN=RECIPIENTS/CN=Sgreever]
Subject: Signed URL assignment doc
Attachments: Executed URL Agreement.pdf

All,

We finally got the signed agreement from the tribe (attached).

Gentlemen – start your engines!!



Ken Rees
Chief Executive Officer
P/F: 817-546-2788 | ThinkFinance.com
4150 International Plaza, Suite 400, Ft Worth TX 76109

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EXHIBIT 5

ADMINISTRATIVE AGENCY AGREEMENT

THIS ADMINISTRATIVE AGENCY AGREEMENT (this “Agreement”), is made as of February 28, 2011 (“Effective Date”), by and among (i) GPL Servicing Trust, a Delaware statutory trust (“GPLS Trust”), (ii) GPL Servicing Ltd., a company formed under the laws of the Cayman Islands (“GPLS”) and (iii) TC Administrative Services, LLC, a Delaware limited liability company (“Agent”). Each party to this Agreement may be referred to herein as a “Party” or collectively as “Parties.”

Recitals

WHEREAS, on the date hereof, GPLS Trust purchased Loans (as defined below) from Universal Finance II, LLC, a Delaware limited liability company pursuant to that certain Loan Purchase Agreement – Initial Purchase (the “Initial Loan Purchase Agreement”).

WHEREAS, it is contemplated that Great Plains Lending, LLC, a business entity duly organized under and recognized by the laws of the Otoe-Missouria Tribe of Indians, a federally recognized Indian tribe (“GP Lending”) will originate certain Loans to Borrowers (as defined below).

WHEREAS, it is contemplated that from time to time, GPLS will purchase certain of such Loans from GP Lending in accordance with the terms and conditions set forth in a Loan Purchase Agreement contemplated to be entered into by and between GP Lending and GPLS (the “Ongoing Loan Purchase Agreement” and, together with the Initial Loan Purchase Agreement, the “Loan Purchase Agreements”).

WHEREAS, GPLS and GPLS Trust desire to appoint Agent, and Agent desires to accept such appointment, as a provider of certain management and administrative agent services as set forth herein.

WHEREAS, contemporaneously with the execution and delivery of this Agreement, Think Finance, Inc., a Delaware corporation (“Think Finance”), Think Finance SPV, LLC, a Delaware limited liability company (“TF SPV”), the Other Guarantors (as defined therein) and Victory Park, as Collateral Agent, are executing and delivering a Guaranty and Security Agreement, pursuant to which, among other things, Think Finance, TF SPV and such Other Guarantors shall agree to guaranty and secure all of the Obligations of the Agent herein (the “Guaranty and Security Agreement”).

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which is hereby acknowledged, Agent, GPLS Trust and GPLS agree as follows:

Agreement

ARTICLE 1 DEFINITION

Section 1.1. Definitions. The following terms shall have the following meanings.

“Additional Amount” shall have the meaning set forth in Section 8.3.

“Affiliates” shall mean with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such other Person.

“After-Tax Basis” means on a basis such that any payment received, deemed to have been received or receivable by any Person shall, if necessary, be supplemented by a further payment to that Person so that the sum of the two payments shall, after deduction of all U.S. federal, state and local taxes, penalties, fines, interest, additions to tax and other charges resulting from the receipt (actual or constructive) or accrual of such payments imposed by or under any U.S. federal, state or local law or Governmental Authority (after taking into account any current deduction to which such Person shall be entitled with respect to the amount that gave rise to the underlying payment) be equal to the payment received, deemed to have been received or receivable.

“Agent” shall have the meaning set forth in the introductory paragraph.

“Agent Fee” shall mean for any given month (i) the interest and fees received on the Purchased Loans during such month, plus (ii) the principal collected in such month on Purchased Loans that were Non-Current Purchased Loans in the prior month, plus (iii) the outstanding principal amount of Purchased Loans (a) that were Non-Current Purchased Loans in the prior month and (b) that are Current Purchased Loans in such month, less (iv) the Fixed Return for such month, less (v) any and all expenses incurred by GPLS or GPLS Trust for such month pursuant to either Loan Purchase Agreement, including, but not limited to, the Revenue Share paid to GP Lending for such month with respect to the Loans purchased pursuant to the Ongoing Loan Purchase Agreement, less (vi) any and all other expenses (including a loan loss reserve on all Purchased Loans, in accordance with Generally Accepted Accounting Principles, which shall include a reserve for 95% of the outstanding principal amount of Purchased Loans that have a principal and/or interest payment greater than 60 days past due) incurred by GPLS or GPLS Trust for such month less (vii) the outstanding principal amount of Purchased Loans that are Non-Current Purchased Loans in such month, but were Current Purchased Loans in the prior month.

“Agent Shortfall Obligation” shall have the meaning set forth in Section 2.6(b)(iii).

“Agreement” shall have the meaning set forth in the introductory paragraph.

“Borrowers” shall mean the obligors on the Loans.

“Code” shall mean the Internal Revenue Code of 1986, as amended.

“Collection Account” shall mean a segregated deposit account established by the Agent jointly in the name of GPLS and GPLS Trust at a depository institution selected by Victory Park, into which all payments to GPLS or GPLS Trust shall be deposited including, without limitation, payments from Borrowers.

“Current Purchased Loans” means Purchased Loans that do not have a principal and/or interest payment greater than 120 days past due.

“Customer Information” shall have the meaning given to such term in the applicable Loan Purchase Agreement.

“Default Return” shall mean the Fixed Return plus three percent (3%) per annum.

“Draft Accounts” shall have the meaning set forth in Section 2.2(e).

“Effective Date” shall have the meaning set forth in the introductory paragraph.

“Event of Default” shall have the meaning set forth in the Guaranty and Security Agreement.

“Event of Default Notice” shall have the meaning set forth in Section 3.5.

“Event of Default Redemption” shall have the meaning set forth in Section 3.5.

“Event of Default Redemption Notice” shall have the meaning set forth in Section 3.5.

“Final Determination” shall mean (a) any settlement, compromise, or other agreement with a relevant Governmental Authority, whether contained in an Internal Revenue Service (“IRS”) Form 870-AD or other comparable form, or otherwise, or such procedurally later event, such as a closing agreement with a relevant Governmental Authority, and agreement contained in IRS Form 870-AD or other comparable form, (b) an agreement that constitutes a “determination” under Section 1313(a) of the Code, (c) a deficiency notice with respect to which the period for filing a petition with the tax court or the relevant state, local or foreign tribunal has expired or (d) a decision of any court of competent jurisdiction that is not subject to appeal or as to which the time for appeal has expired.

“Fixed Return” shall mean an annual rate of return equal to twenty percent (20%) of the outstanding principal amount of GPLS Investments, calculated on a daily basis.

“Force Majeure Event” shall mean:

(a) the enactment or operation of any United States federal, state or tribal consumer credit laws or regulations resulting in the termination of the Program; provided, that a “Force Majeure Event” shall not be deemed to have occurred under this clause (a) if, notwithstanding the foregoing, the Program is nevertheless capable of being modified in such a manner as to comply with such Requirements and, after any such modification of the Program, the Loans (or similar product) are not expected to result in a greater than sixty percent (60%) reduction in gross profit (i.e., gross revenue less charge-offs) generated by the Program compared to gross profit generated by the Program for the three (3) month period immediately preceding the date of such event; or

(b) the termination of the Program by GP Lending for any other reason and the inability of Agent, in spite of the use of its best efforts, to engage a different organization to implement and manage a program substantially similar to the Program within the three (3) month period immediately following such date of termination.

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

“GLBA” shall have the meaning set forth in Section 4.4(a)(ii).

“Governmental Authority” shall mean the government of the United States of America, the Otoe-Missouria Tribe of Indians, any other nation or any political subdivision of any of the foregoing, whether state or local, and any agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity legitimately exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

“GP Lending” shall have the meaning set forth in the recitals.

“GPLS” shall have the meaning set forth in the introductory paragraph.

“GPLS Indemnified Parties” shall have the meaning given to such term in the applicable Loan Purchase Agreement.

“GPLS Investment” or “GPLS Investments” shall mean equity investments in GPLS, including, without limitation, any equity investments contributed to GPLS Trust.

“GPLS Secured Parties” shall have the meaning given to such term in the Guaranty and Security Agreement.

“GPLS Trust” shall have the meaning set forth in the introductory paragraph.

“Guaranty and Security Agreement” shall have the meaning set forth in the recitals.

“Indebtedness” shall have the meaning set forth in the Guaranty and Security Agreement.

“Initial Loan Purchase Agreement” shall have the meaning set forth in the recitals.

“Investment Request” shall have the meaning set forth in Section 2.5.

“Ledgers” shall have the meaning set forth in Section 2.2(a).

“Liens” shall mean any mortgage, lien, pledge, security interest, conditional sale or other title retention agreement, charge or other security interest or encumbrance of any kind, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement or any lease or license in the nature thereof, any option or other agreement to sell or give a security interest in.

“Loan Documents” shall have the meaning given to such term in the applicable Loan Purchase Agreement.

“Loan Purchase Agreements” shall have the meaning set forth in the recitals.

“Loans” shall have the meaning given to such term in the applicable Loan Purchase Agreement.

“Losses” shall mean all out-of-pocket costs, damages, losses, fines, penalties, judgments, settlements, and expenses whatsoever, including, without limitation: (i) outside attorneys’ fees and disbursements and court costs reasonably incurred; and (ii) costs (including reasonable expenses and reasonable value of time spent) attributable to the necessity that any officer or employee (other than in-house attorneys) spend more than twenty-five percent (25%) of his or her normal business hours, over a period of two (2) months, in connection with any judicial, administrative, legislative, or other proceeding.

“Maintenance Account” shall mean a segregated deposit account to be established by the Agent in the name of GPLS at a depository institution selected by Victory Park, into which account shall be swept all amounts on deposit in the Collection Account and the Purchasing Account in excess of \$2,000,000 in the aggregate.

“Maintenance Fee” shall have the meaning set forth in Section 2.8.

“Material Adverse Effect” shall mean a material adverse effect on: (i) the business operations, properties, assets, condition (financial or otherwise) of Agent; (ii) the ability of Agent to fully and timely perform its obligations under this Agreement or any of the other Transaction Documents to which it is a party; (iii) the legality, validity, binding effect, or enforceability against Agent of this Agreement or any of the other Transaction Documents to which it is a party; or (iv) the rights, remedies and benefits available to GPLS and GPLS Trust under this Agreement or under any of the other Transaction Documents to which it is a party.

“Minimum Period” shall mean a minimum period of two (2) years from the date of the applicable GPLS Investment; provided, that if an aggregate of at least \$60,000,000 of GPLS Investments (other than GPLS Investments made by Think Finance or any of its Affiliates) are made into GPLS or GPLS Trust prior to the twelve (12) month anniversary of the Effective Date, then the Minimum Period for all GPLS Investments made before or after such date shall all be reduced to eighteen (18) months; and provided, further, that if a Force Majeure Event shall occur, the Minimum Period for all GPLS Investments outstanding on the date of such Force Majeure Event shall extend only until the date of such Force Majeure Event; and provided, further, that upon a the date of consummation of (a) a Qualified Public Offering (as defined in the Guaranty and Security Agreement) by Think Finance or (b) an acquisition of all or substantially all of the assets or outstanding equity securities of Think Finance for a purchase price of at least \$250,000,000, the Minimum Period for all GPLS Investments outstanding on or after such date shall be reduced to one (1) year from the date of the applicable GPLS Investment.

“Month” shall have the meaning set forth in Section 2.6(b)(i).

“Non-Current Purchased Loans” means Purchased Loans that have a principal and/or interest payment greater than 120 days past due.

“Non-Excluded Taxes” shall have the meaning set forth in Section 8.3(a).

“Non-Yield Maintenance Purchase Price” shall mean a purchase price equal to the aggregate outstanding principal amount of the Purchased Loans plus (i) the accrued but unpaid Fixed Return and (ii) all other amounts due and owing to GPLS, GPLS Trust and the other GPLS Secured Parties under this Agreement and the other Transaction Documents.

“Obligations” shall have the meaning given to such term in the Guaranty and Security Agreement.

“Ongoing Loan Purchase Agreement” shall have the meaning set forth in the recitals.

“Other Taxes” shall have the meaning set forth in Section 8.3(b).

“Party” shall have the meaning set forth in the introductory paragraph.

“Proceeding” shall have the meaning given to such term in the applicable Loan Purchase Agreement.

“Program” shall have the meaning given to such term in the applicable Loan Purchase Agreement.

“Program Guidelines” shall have the meaning given to such term in the applicable Loan Purchase Agreement.

“Purchases” shall have the meaning given to such term in the Loan Purchase Agreements.

“Purchased Loans” shall mean Loans purchased pursuant to the applicable Loan Purchase Agreement.

“Purchasing Account” shall mean a segregated deposit account established by the Agent in the name of GPLS at a depository institution selected by Victory Park, from which the Agent shall effectuate the purchase Loans by GPLS.

“Records” shall have the meaning set forth in Section 9.9.

“Regulatory Authority” shall mean any applicable federal, tribal or state agency having jurisdiction over the Parties.

“Requirements” shall mean all applicable federal, tribal or state laws and regulations.

“Reserve Account” shall have the meaning set forth in Section 2(c) of the Ongoing Loan Purchase Agreement.

“Revenue Share” shall have the meaning given to such term in the Ongoing Loan Purchase Agreement.

“Services” shall have the meaning set forth in Section 2.1.

“Standard of Performance” shall have the meaning set forth in Section 3.1.

“Stinson Loan Documents” shall mean (i) that certain Loan Purchase Agreement dated as of March 18, 2009, as amended and in effect as of the Effective Date, by and among TC Loan Service, LLC, a Delaware limited liability company, PayDay One, LLC, a Delaware limited liability company, Think Finance and Michael C. Stinson and (ii) the other “Credit Documents” (as defined therein).

“Termination Date” shall have the meaning set forth in Section 3.4(c).

“Terrorism Laws” shall mean (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States of America Treasury Department and any other enabling legislation or executive order relating thereto and (ii) the USA PATRIOT Act.

“TF SPV” shall have the meaning set forth in the recitals.

“Think Finance” shall have the meaning set forth in the recitals.

“Transaction Documents” shall mean this Agreement, the Loan Purchase Agreements, the Guaranty and Security Agreement and each of the other agreements, documents, certificates or other instruments delivered in connection with the transactions contemplated hereby and thereby.

“Victory Park” shall mean Victory Park Capital Advisors, LLC, a Delaware limited liability company.

“Yield Maintenance Premium” shall mean an amount equal to (i) the sum of the total Fixed Return amounts paid or payable to GPLS and GPLS Trust for all GPLS Investments, calculated for the Minimum Period applicable to each such GPLS Investment, minus (ii) the sum of the Fixed Return amounts previously paid to GPLS and GPLS Trust in accordance with the terms hereof.

“Yield Maintenance Purchase Price” shall mean a purchase price equal to the aggregate outstanding principal amount of the Purchased Loans purchased by GPLS and GPLS Trust plus (i) the accrued but unpaid Fixed Return, (ii) the Yield Maintenance Premium and (iii) all other amounts due and owing to GPLS, GPLS Trust and the other GPLS Secured Parties under this Agreement and the other Transaction Documents.

ARTICLE 2 APPOINTMENT; SERVICES; FEES

Section 2.1. Appointment. GPLS and GPLS Trust hereby appoint Agent as the exclusive provider of the administrative services described in Sections 2.2, 2.3 and 2.4 (collectively, the “Services”) to GPLS or GPLS Trust, as applicable, on the terms and conditions set forth in this Agreement. For purposes of clarification, any Services relating to Purchased Loans from GP Lending shall commence upon GPLS and GP Lending entering into the Ongoing Loan Purchase Agreement. Agent accepts such appointment and agrees to perform the Services on the terms and conditions set forth in this Agreement. Notwithstanding the foregoing or anything else to the contrary in this Agreement, each of GPLS and GPLS Trust shall retain all of its power and authority over its actions including, without limitation, at its option and in its sole discretion, its right to direct the performance of the Services delegated to and to be performed by Agent hereunder.

Section 2.2. Services. Agent shall perform the following services for GPLS and GPLS Trust during the term of this Agreement:

(a) establishing an accounting system and maintaining the accounting ledgers of and for GPLS and GPLS Trust in accordance with GAAP, unless otherwise required by applicable law (collectively, the “Ledgers”);

(b) performing daily loan settlement reporting and accounting;

(c) disbursing funds for the purchase of the Loans by GPLS using funds in the Purchasing Account, provided that (i) such funds shall only be used to purchase Loans and (ii) in no event shall the Agent purchase all of the Loans originated by GP Lending during any Month, subject to further restrictions provided by Victory Park to Agent in writing;

(d) depositing funds reflecting all principal, interest, fees and other amounts collected from Borrowers with respect to the Loans into the Collection Account;

(e) preparing and delivering (within sixty (60) calendar days after the end of the relevant quarter or, if the end of such quarter coincides with the end of a year, within one hundred twenty (120) calendar days after the end of such year), with respect to GPLS and GPLS Trust, a draft balance sheet and statement of changes in shareholders’ equity as of the end of each quarter and year with respect to GPLS and GPLS Trust and draft statements of income and cash flows for such quarter and year, as applicable (“Draft Accounts”);

(f) maintaining, or monitoring the maintenance of, the books, records, registers and associated filings of GPLS and GPLS Trust required in the ordinary course of providing the Services including, without limitation, keeping accurate records of Purchases of Loans;

(g) procuring, when Agent considers in good faith that it is appropriate or necessary to do so, and coordinating the advice of, legal counsel, accounting, tax and other professional advisers, in each case acceptable to GPLS or GPLS Trust, as applicable, to assist GPLS and/or GPLS Trust in carrying out its obligations, and supervising, in accordance with instructions from GPLS and/or GPLS Trust, such legal counsel and other advisers;

(h) paying the Revenue Share with respect to the Loans purchased pursuant to the Ongoing Loan Purchase Agreement on behalf of GPLS from the Maintenance Account or Purchasing Account to GP Lending, as set forth in Section 2(j) of the Ongoing Loan Purchase Agreement;

(i) managing (i) the Collection Account for and on behalf of GPLS and GPLS Trust and (ii) the Maintenance Account and Purchasing Account for and on behalf of GPLS;

(j) funding and managing the Reserve Account as provided in Section 2(c) of the Ongoing Loan Purchase Agreement;

(k) facilitating the compliance by GPLS Trust of GPLS Trust’s obligations under the Initial Loan Purchase Agreement;

(l) facilitating the compliance by GPLS of GPLS’s obligations under the Ongoing Loan Purchase Agreement;

- (m) paying the Fixed Return or Default Return, as applicable, to GPLS or GPLS Trust;
- (n) paying the Maintenance Fee as required by Section 2.8;
- (o) paying or reimbursing GPLS, GPLS Trust and their respective Affiliates the fees, costs and expenses required to be paid pursuant to Section 8.2 and providing the tax gross-up, payments and indemnity required pursuant to Section 8.3; and
- (p) assisting GPLS and GPLS Trust in the preparation of their respective tax returns, if any;

provided, however, that GPLS and GPLS Trust, as applicable, shall retain ownership for the Ledgers and Draft Accounts, including retaining all discretionary decisions and judgments relating to the preparation and maintenance thereof.

Section 2.3. Accounting Standards. Agent shall prepare the Draft Accounts in accordance with GAAP (without the footnotes to any financial statements) which shall be reviewed by a “Big Four” or other nationally-recognized independent certified public accountant selected by Agent and reasonably acceptable to GPLS. GPLS hereby approves the selection of Grant Thornton LLP.

Section 2.4. Agent Responsibility. The obligations of Agent are limited to those matters that are expressly the responsibility of Agent in accordance with this Agreement. Notwithstanding the appointment of Agent to perform the Services and except as otherwise set forth herein, GPLS and GPLS Trust shall remain responsible for all matters and decisions related to their respective businesses, operations, assets and liabilities. Other than this Agreement, Agent is not authorized or empowered to enter into any agreement, contract or other legally binding arrangement, in respect of or relating to the business or affairs of GPLS or GPLS Trust.

Section 2.5. Funding of GPLS. After GPLS and GP Lending enter into the Ongoing Loan Purchase Agreement, Agent may provide written requests to GPLS requesting that additional GPLS Investments be made into GPLS in accordance with this Agreement (each, an “Investment Request”) as follows: Agent shall be entitled to make such Investment Request upon no less than (a) fourteen (14) calendar days prior written notice if such proposed request is for a GPLS Investment in an amount less than \$4,000,000; (b) thirty (30) calendar days prior written notice if such proposed request is for a GPLS Investment in an amount greater than or equal to \$4,000,000 and less than \$8,000,000; and (c) sixty (60) calendar days prior written notice if such proposed request is for a GPLS Investment in an amount greater than or equal to \$8,000,000.

Section 2.6. Bank Account Management and Calculation Services. The Agent shall perform and provide the following bank account management and calculation services for GPLS and GPLS Trust during the term of this Agreement:

- (a) The Accounts. Agent shall establish and maintain jointly on behalf and for the benefit of GPLS and GPLS Trust the Collection Account and on behalf and for the benefit of GPLS the Maintenance Account and Purchasing Account, each of which shall be a

segregated deposit account. The Agent shall cause all funds in excess of \$2,000,000 in the aggregate on deposit in the Collection Account and the Purchasing Account to be swept to the Maintenance Account.

(b) Deposits and Withdrawals.

(i) No later than five (5) Business Days after the end of each month (each, a “Month”) Agent shall pay from the Maintenance Account the Agent Fee for such Month to itself; provided, the foregoing notwithstanding, no such Agent Fee shall be paid or otherwise distributed to Agent pursuant to this Section 2.6(b) after the occurrence of an Event of Default and during the fifteen (15) day period immediately following the occurrence of such Event of Default; provided, further, that in the event Victory Park has not delivered an Event of Default Redemption Notice in accordance with the provisions of Section 3.5 hereof during such fifteen (15) day period, then Agent shall be permitted to pay itself such Agent Fee commencing on the sixteenth (16th) day immediately following the occurrence of such Event of Default and continuing until such time, if any, as another Event of Default shall have occurred (whereupon the fifteen (15) day suspension period described above shall be reinstated).

(ii) An amount from time to time equal to (i) the balance remaining in the Maintenance Accounts after the payment of the Agent Fee for each Month in accordance with Section 2.6(b)(i), less (ii) the Fixed Return for such Month, shall be available to be transferred to the Purchasing Account to purchase additional Loans as requested from time to time by Agent.

(iii) Agent agrees that if interest received on the Purchased Loans for a Month is not sufficient to enable GPLS and GPLS Trust to receive the Fixed Return for such Month, Agent shall be liable to GPLS and GPLS Trust for such shortfall (the “Agent Shortfall Obligation”) and, no later than five (5) Business Days after the end of the applicable Month, shall deposit into the Collection Account, for the benefit of GPLS and GPLS Trust, such amount as is necessary for GPLS and GPLS Trust to receive the Fixed Return for such Month.

(iv) If any amount paid or otherwise distributed to Agent pursuant to Section 2.6(b)(i) that was not permitted to be so paid or otherwise distributed is received by Agent, such amount shall not be commingled with any asset of Agent, shall be held in trust by Agent for the benefit of GPLS and GPLS Trust, and shall be promptly paid over to the Collection Account.

Section 2.7. Expenses. Except as set forth herein, Agent shall bear all of its expenses in performing the Services.

Section 2.8. Maintenance Fee. Agent shall pay to Victory Park Management, LLC, a Delaware limited liability company, a fully-earned, non-refundable fee (the “Maintenance Fee”) in an amount equal to \$5,000 each month until the Termination Date. Such Maintenance Fee shall be due and payable in advance in cash on the Effective Date and on the fifth (5th) Business Day of each month thereafter and shall be paid by wire transfer of immediately available funds to an account specified in writing by Victory Park.

ARTICLE 3

STANDARD OF PERFORMANCE; LIABILITY AND INDEMNITY; REDEMPTION

Section 3.1. Standard of Performance. Agent will devote the same amount of time, attention and resources to and will be required to exercise the same level of skill, care and diligence in the performance of the Services hereunder as it would if it were administering such Services on its own behalf (the “Standard of Performance”), but in no event less than that standard of service provided by financial institutions acting in good faith.

Section 3.2. Liability and Indemnity.

(a) Agent shall not be liable for any losses or taxes to or of, or payable by GPLS or GPLS Trust at any time from any cause whatsoever or any losses or taxes directly or indirectly arising out of or in connection with or related to the performance by Agent of this Agreement unless such losses or taxes are the result of Agent’s own willful misconduct, gross negligence, deceit or fraud.

(b) Agent shall indemnify and hold harmless GPLS, GPLS Trust and the other GPLS Indemnified Parties on an After-Tax Basis for any Losses which they may incur or be subject to as a result of or arising from: (i) the performance of the Services or any breach of this Agreement by Agent, (ii) the material inaccuracy of any representation or warranty made by Agent, (iii) any failure of Agent to comply in respect of the GPLS Indemnified Parties’ obligations in connection with the Program or with any Requirements provided such obligations are to be satisfied by Agent in accordance with this Agreement, (iv) any improper use or disclosure or unlawful use or disclosure of Customer Information by Agent, (v) any liability of the GPLS Indemnified Parties for any fees, costs, or other amounts due including damages or liquidated damages, arising out of any contract with a third party service provider retained by Agent and (vi) the GPLS Indemnified Parties’ indemnification obligations under the applicable Loan Purchase Agreement; provided, however, that this indemnity shall not apply and Agent shall have no liability in respect of Losses to the extent that they arise from (x) the willful misconduct, gross negligence, deceit or fraud of GPLS or GPLS Trust, (y) any action that GPLS or GPLS Trust requires Agent to take pursuant to a direction but only to the extent that Agent takes such action in accordance with such direction and in accordance with the provisions hereof, or (z) a refusal by GPLS or GPLS Trust to take action upon a recommendation made in good faith by Agent in accordance with the terms hereof.

(c) This Agreement contemplates that Agent shall receive the relevant information in order for Agent to make required credit and debit entries and to make the calculations and supply the information and reports required herein, and that Agent will do the foregoing to the extent such information is so provided and on the basis of such information, without undertaking any independent verification or recalculation of such information.

(d) The indemnity obligations set forth in this Section 3.2 shall survive the termination of this Agreement until the expiration of the applicable statute of limitations period.

Section 3.3. GPLS and GPLS Trust Induced by Agent’s Indemnity Promises. Agent acknowledges that the indemnification and risk allocation described in this Article 3 is a material inducement to GPLS and GPLS Trust to enter into this Agreement and the Loan Purchase

Agreements and is a material factor in GPLS's and GPLS Trust's determination of the compensation to be paid to Agent hereunder. Agent expressly agrees to this risk allocation and intends that the risks allocated to Agent include any risk arising in whole or part from the alleged or actual negligence of GPLS or GPLS Trust.

Section 3.4. Agent's Rights and Obligations to Redeem Loans. Agent shall have the following rights and obligations to redeem the Purchased Loans:

(a) After July 31, 2012, Agent shall have the right, exercisable upon at least sixty (60) days' prior written notice to GPLS, to redeem all, but not less than all, of the then outstanding Purchased Loans at a price equal to the Yield Maintenance Purchase Price determined as of the date of the receipt by GPLS of such purchase price, which purchase price shall be paid by Agent to GPLS within three (3) Business Days after the expiration of such sixty (60) day (or longer, as the case may be) notice period by wire transfer of immediately available funds to one or more accounts specified in writing by GPLS.

(b) After GPLS and GP Lending enter into the Ongoing Loan Purchase Agreement, if GPLS elects not to make any GPLS Investment requested by Agent in accordance with Section 2.5 and provided that all conditions of GPLS Investments set forth in Section 5.6 shall have been satisfied at the time thereof and Agent shall have made the Investment Request, if any, required to have been made at the time thereof, then Agent shall have the right, exercisable upon at least sixty (60) calendar days' prior written notice to GPLS, to redeem all, but not less than all, of the then outstanding Purchased Loans from GPLS and GPLS Trust at a price equal to the Non-Yield Maintenance Purchase Price, which price shall be paid by Agent to GPLS and GPLS Trust within three (3) Business Days of the expiration of such sixty (60) calendar day (or longer, as the case may be) notice period by wire transfer of immediately available funds to one or more accounts specified in writing by GPLS and GPLS Trust; provided, that such right to redeem such outstanding Purchased Loans shall expire upon written notice from GPLS to Agent stating that GPLS is thereafter willing and able to make additional GPLS Investments requested by Agent in accordance with Section 2.5, provided that all conditions of GPLS Investments set forth in Section 5.6 shall have been satisfied at the time thereof and Agent shall have made the Investment Request, if any, required to have been made at the time thereof. For purposes of clarification, prior to the expiration of the sixty (60) calendar day notice of redemption pursuant to this Section 3.4(b), GPLS can deliver notice that it is willing and able to make GPLS Investments, whereupon such right to redeem shall expire.

(c) On the date ("Termination Date") of the earlier to occur of (i) the termination of the Ongoing Loan Purchase Agreement (if the Ongoing Loan Purchase Agreement is entered into by GPLS and GP Lending), or (ii) February 28, 2014, Agent shall have the obligation to redeem all, but not less than all, of the then outstanding Purchased Loans at a price equal to the Yield Maintenance Purchase Price, which price shall be paid by Agent to GPLS and, if applicable, GPLS Trust within three (3) Business Days of the Termination Date by wire transfer of immediately available funds to one or more accounts specified in writing by GPLS and GPLS Trust.

Section 3.5. GPLS's and GPLS Trust's Redemption Right. Promptly after the occurrence of an Event of Default, Agent shall deliver written notice thereof via email, facsimile

and overnight courier (an “Event of Default Notice”) to GPLS. At any time after the earlier of GPLS’s receipt of an Event of Default Notice and GPLS becoming aware of an Event of Default which has not been cured or waived, GPLS may require Agent to redeem all or any portion of the Purchased Loans (an “Event of Default Redemption”) by delivering written notice thereof (the “Event of Default Redemption Notice”) to Agent, which Event of Default Redemption Notice shall indicate the portion of the Purchased Loans that GPLS is requiring Agent to redeem; provided, that upon the occurrence of any Event of Default described in Sections 7(a)(iii) or 7(a)(iv) of the Guaranty and Security Agreement, the Purchased Loans, in whole, shall automatically, and without any action on behalf of GPLS or GPLS Trust, be redeemed by Agent. All Purchased Loans subject to redemption by Agent pursuant to this Section 3.5 shall be redeemed by Agent at a price equal to the Yield Maintenance Purchase Price determined as of the date of the receipt by GPLS and, if applicable, GPLS Trust of such purchase price by wire transfer of immediately available funds to one or more accounts specified in writing by GPLS and GPLS Trust. In the case of an Event of Default Redemption, Agent shall deliver the applicable Yield Maintenance Purchase Price to GPLS and, if applicable, GPLS Trust within three (3) Business Days after Agent’s receipt of the Event of Default Redemption Notice. In the case of an Event of Default, the Yield Maintenance Purchase Price shall be paid to GPLS and, if applicable, GPLS Trust, with respect to all GPLS Investments, regardless of whether any Purchased Loans are redeemed or outstanding; provided that if the Event of Default is pursuant to Section 7(a)(xvi) of the Guaranty and Security Agreement, the Agent shall deliver the applicable Non-Yield Maintenance Purchase Price with respect to any GPLS Investments

ARTICLE 4 AGENT UNDERTAKINGS

Section 4.1. Agent Undertakings. Agent shall:

- (a) if Agent receives any money which is required to be paid to or for the benefit of GPLS or GPLS Trust, hold such money in trust for GPLS or GPLS Trust, as applicable, and shall within three (3) Business Days thereafter remit the same into the Collection Account in accordance with the terms hereof without exercising any right of setoff;
- (b) comply with all Requirements in the performance of the Services;
- (c) make all payments required to be made by it at any time and from time to time pursuant to this Agreement, the Loan Purchase Agreements and the other Transaction Documents on the required date for payment thereof;
- (d) observe all limited liability company formalities;
- (e) maintain proper records, books, accounts and minutes;
- (f) pay its obligations in the ordinary course of its business;
- (g) conduct its business in its own name;
- (h) not induce any third party to rely on the creditworthiness of GPLS or GPLS Trust in order that such third party will be induced to contract with it; and

(i) subject to Victory Park making sufficient funds available, arrange for sufficient funds from GPLS and GPLS Trust to be maintained on deposit in the Purchasing Account to purchase the Loans from time to time.

Section 4.2. Compliance Reviews and Audits. During the term of this Agreement and at all times thereafter, GPLS and GPLS Trust shall have reasonable access to Agent's offices, to the books and records of Agent (to the extent that such books and records pertain to the Services), to the officers, employees and accountants of Agent, and to the computer files containing copies of documents relating to the Services, all for the purposes of ensuring that Agent is complying with its obligations under this Agreement. In addition, and not as a limitation of the foregoing, GPLS and GPLS Trust shall have the right, from time to time during the term of this Agreement, to conduct audits and/or compliance reviews of Agent and the records generated hereunder; provided, that the exercise of such audit and review rights by GPLS or GPLS Trust shall be conducted during normal business hours in a manner which does not unreasonably interfere with Agent's normal business operations and customer and employee relations.

Section 4.3. Representations and Warranties. Agent hereby makes the following representations and warranties to GPLS and GPLS Trust as of the date hereof and as of the date of each GPLS Investment:

(a) Organization and Good Standing. Agent is a limited liability company duly formed under the laws of Delaware, validly existing and in good standing under the laws of Delaware and has full power, authority and the legal right to own its properties and conduct its business as now conducted, and to execute, deliver and perform its obligations under this Agreement and under each of the other Transaction Documents to which it is a party.

(b) Due Qualification. Agent (i) is duly qualified to do business and is in good standing as a foreign limited liability company in each jurisdiction where such qualification is necessary in order to perform its duties hereunder and under each of the other Transaction Documents to which it is a party, (ii) has obtained all licenses and approvals as required under federal and state law that are necessary to perform its duties hereunder and under each of the other Transaction Documents to which it is a party and (iii) is in compliance with its organizational documents.

(c) Due Authorization; Enforceability. Agent has the full power and authority to execute and deliver this Agreement and to perform its obligations hereunder and under each of the other Transaction Documents to which it is a party including, without limitation, the performance of the Services to be performed by it hereunder. The execution, delivery and performance of this Agreement and the other Transaction Documents to which it is a party by Agent including, without limitation, the performance of the Services to be performed by it hereunder, has been duly authorized by all necessary limited liability company action on its part and do not and will not contravene any provision of its organizational documents. Each of this Agreement and the other Transaction Documents to which it is a party has been duly executed and delivered by Agent and constitutes the legal, valid and binding obligation of Agent, enforceable against Agent in accordance with its terms, except as such enforceability may be

limited by applicable bankruptcy, reorganization, insolvency, moratorium and/or other similar laws and general equitable principles.

(d) No Conflict. The execution, delivery and performance by Agent of this Agreement and each of the other Transaction Documents to which it is a party and the transactions contemplated hereby and thereby, including, without limitation, the performance of the Services to be performed by it hereunder, does not violate, conflict with or result in a breach or default under (i) the organizational documents of Agent, (ii) any material federal, tribal, state or local law, rule or regulation applicable to Agent or (iii) any of the Stinson Loan Documents to which Agent is a party or any or any other material agreement or other document to which Agent is a party or by which it or any of its property is bound.

(e) No Proceeding. There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or threatened against Agent which (i) if adversely determined, could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect or (ii) questions the validity of this Agreement or any of the other Transaction Documents or any of the transactions contemplated hereby or thereby or any action taken or to be taken pursuant hereto or thereto, including, without limitation, the performance of the Services to be performed by it hereunder.

(f) Criminal Matters; Tax Liens; Proceedings and Judgments. Neither Agent nor any of its officers, directors, members or managers has been subject to any of the following:

(i) Criminal conviction (except minor traffic offenses and other petty offenses);

(ii) Federal or state tax liens for amounts which are past due and which are not being contested in good faith by appropriate proceedings for which adequate reserves made in accordance with GAAP are being maintained;

(iii) Except as set forth on Schedule 4.3(f), administrative or enforcement proceedings commenced by the Securities and Exchange Commission, any state securities regulatory authority, Federal Trade Commission, federal or state bank regulator, or any other state or federal regulatory agency; or

(iv) Except as set forth on Schedule 4.3(f), restraining order, decree, injunction, or judgment entered in any proceeding or lawsuit alleging fraud on the part of Agent or any principal thereof.

(g) No Consents. Except as previously obtained by Agent prior to the date hereof, Agent is not required to obtain any consent, authorization, approval, order, license, franchise, permit, certificate or accreditation of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or authority or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by this Agreement or any of the other Transaction Documents to which it is a party, including, without limitation, the performance of the Services to be performed by it hereunder, in each case in accordance with the terms hereof or thereof.

(h) Equity Capitalization of Agent. All of the outstanding limited liability company membership interests of Agent have been duly authorized, validly issued and are owned by Think Finance. Except as set forth on Schedule 4.3(h), none of such limited liability company membership interests of Agent is subject to preemptive rights or any other similar rights or any Liens or encumbrances and there are no outstanding options, warrants, scrips, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any limited liability company membership interests of Agent.

(i) Indebtedness and Contracts. Except as disclosed on Schedule 4.3(i), Agent (i) has no Indebtedness, (ii) is not a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument could reasonably be expected to result in a Material Adverse Effect or (iii) is not in violation of any term of or in default under any contract that could reasonably be expected to result in, either individually or in the aggregate, a Material Adverse Effect.

(j) No Undisclosed Events, Liabilities, Developments or Circumstances. Except for the transactions contemplated by the Transaction Documents and as set forth on Schedule 4.3(j), no event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to Agent or its business, properties, prospects, operations or financial condition, that would reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect.

(k) Tax Status. Agent (i) has made or filed all foreign, federal and state income and all other material tax returns, reports and declarations required by any jurisdiction to which it is subject, except where any failure to do so did not result in any material penalties to Agent, (ii) has paid all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and for which an adequate reserve has been established on its books in accordance with GAAP and (iii) has set aside on its books adequate reserves in accordance with GAAP for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be delinquent by the taxing authority of any jurisdiction (other than those being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and subject to adequate reserves taken by Agent as shall be required in conformity with GAAP), and the officers of Agent know of no basis for any such claim.

(l) Conduct of Business; Regulatory Permits. Agent is not in violation of any term of or in default under its certificate of formation or operating agreement or other governing documents. Agent is not in violation of any judgment, decree or order or any statute, ordinance, rule or regulation applicable to Agent (i) purporting to enjoin or restrain the execution, delivery or performance of this Agreement or any of the other Transaction Documents, or directing that the transactions provided for herein or therein not be consummated as herein or therein provided, or (ii) to the extent any such violation would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Agent possesses all material consents, authorizations, approvals, orders, licenses, franchises, permits, certificates, accreditations and permits and all other appropriate regulatory authorities necessary to conduct its business, and

Agent has not received any notice of proceedings relating to the revocation or modification of any such consents, authorizations, approvals, orders, licenses, franchises, permits, certificates, accreditations or permits. Agent is in compliance with all laws, rules, regulations and ordinances of all applicable Governmental Authorities.

(m) Foreign Corrupt Practices. Neither Agent nor any director, officer, agent, employee or other Person acting on behalf of Agent has, in the course of its actions for, or on behalf of, Agent (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds (iii) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended or (iv) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(n) Margin Stock. Agent is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds from the Purchases will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

(o) Investment Company. Agent is not a “registered investment company” or a company “controlled” by a “registered investment company” or a “principal underwriter” of a “registered investment company” as such terms are defined in the Investment Company Act of 1940, as amended.

(p) Transactions With Affiliates. Except (i) as set forth on Schedule 4.3(p) and (ii) for transactions that have been entered into on terms, taken as a whole, no less favorable to Agent than those that might be obtained at the time from a Person who is not an officer, director or employee, none of the officers, directors or employees of Agent is presently a party to any transaction with Agent (other than for ordinary course services as employees, officers or directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or, to the knowledge of Agent, any corporation, partnership, trust or other entity in which any such officer, director, or employee has a substantial interest or is an officer, director, trustee or partner.

(q) Insurance. Agent is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are deemed prudent by Agent. Agent has not been refused any insurance coverage sought or applied for and Agent has no reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(r) Disclosure. Notwithstanding any other provision of this Agreement or the other Transaction Documents, all disclosure provided to GPLS and GPLS Trust regarding Agent,

its business and properties, and the transactions contemplated hereby or thereby, including the Schedules to this Agreement, furnished by or on behalf of Agent, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, taken as a whole and in the light of the circumstances under which they were made, not materially misleading. To its knowledge, no event or circumstance has occurred or information exists with respect to Agent or any of its business, properties, prospects, operations or condition (financial or otherwise), which, under applicable law, rule or regulation, requires public disclosure or announcement by Agent but which has not been so publicly announced or disclosed.

(s) Terrorism Laws. To the extent applicable, Agent is in compliance, in all material respects, with all Terrorism Laws.

Section 4.4. Covenants.

(a) Books and Records; Inspections.

(i) Agent will (A) keep adequate books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (B) permit any representatives designated by GPLS, GPLS Trust or their respective Affiliates (including employees of GPLS, GPLS Trust or their respective Affiliates or any consultants, accountants, lawyers and appraisers retained by GPLS, GPLS Trust or their respective Affiliates) to visit and inspect any of the properties of Agent to inspect, copy and take extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers and independent accountants, all upon reasonable prior written notice and at such reasonable times during normal business hours (so long as no Event of Default (or event or circumstance that, with the passage of time, the giving of notice, or both, would become an Event of Default) has occurred and is continuing) and by this provision Agent authorizes such accountants to discuss with GPLS, GPLS Trust or their respective Affiliates and such representatives the affairs, finances and accounts of Agent; provided, that GPLS and GPLS Trust may only exercise their rights pursuant to this Section 4.4(a)(i) once every six (6) months unless an Event of Default has occurred and is continuing (in which case no such limitations shall apply). Agent acknowledges that GPLS, GPLS Trust and their respective Affiliates, after exercising their rights of inspection, may prepare certain reports pertaining to Agent's assets for internal use by GPLS and GPLS Trust. After the occurrence and during the continuance of any Event of Default, subject to applicable law, Agent shall provide GPLS, GPLS Trust and their respective Affiliates with access to its customers and suppliers.

(ii) If GPLS or GPLS Trust receives any Nonpublic Personal Information (as defined in the GLBA) of Account Debtors (as defined in the GLBA) that is covered by Title V of the Gramm-Leach-Bliley Act ("GLBA") (15 U.S.C. §§6801-09), then neither GPLS nor GPLS Trust shall disclose such information except as allowed under GLBA and shall safeguard such information as required by GLBA.

(iii) If GPLS or GPLS Trust receives any Nonpublic Personal Information of Account Debtors and if, to GPLS's or GPLS Trust's knowledge, there has been a material disclosure of such Nonpublic Personal Information in GPLS's or GPLS Trust's

possession to third parties without GPLS's or GPLS Trust's express or implied authorization, then GPLS or GPLS Trust, as applicable, shall notify Agent of such event. For the avoidance of doubt, this covenant is not for the benefit of any Person other than Agent and is not intended to expand GPLS's or GPLS Trust's duty to safeguard Nonpublic Personal Information beyond those set forth in this Agreement or any other Transaction Document.

(iv) Notwithstanding the foregoing, none of GPLS, GPLS Trust, any of their respective Affiliates or any of their respective officers, partners, directors, employees or agents shall be liable to Agent or any other Person for any action taken or omitted to be taken by GPLS or GPLS Trust under Sections 4.4(a)(ii) and (iii) (including the failure to notify Agent or any other Person of any information required to be disclosed to Agent or any other Person under Sections 4.4(a)(ii) and (iii)).

(b) Compliance with Laws. Agent shall comply in all material respects with the requirements of all applicable laws, rules, regulations and orders of any Governmental Authority. Agent shall take all reasonable and necessary actions to ensure that no portion of the proceeds from any Purchases will be used, disbursed or distributed for any purpose, or to any Person, directly or indirectly, in violation of any of the Terrorism Laws and shall take all reasonable and necessary action to comply in all material respects with all Terrorism Laws with respect thereto.

(c) Affiliate Transactions. Agent shall not directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of Agent, unless such transaction is on terms that are no less favorable to Agent, than those that might be obtained at the time from a Person who is not an Affiliate and are fully disclosed in writing to GPLS or GPLS Trust prior to consummation thereof.

(d) Existence and Maintenance of Properties. Agent shall maintain and preserve its (i) existence and good standing in the jurisdiction of its organization and (ii) qualification to do business and good standing in each jurisdiction where the nature of its business makes such qualification necessary (other than such jurisdictions in which the failure to be so qualified or in good standing could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect). Agent shall maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear excepted, all material properties used or useful in the business of Agent, as applicable, and from time to time will make or cause to be made all appropriate repairs, renewals and replacements thereof.

(e) Modification of Organizational Documents. Agent shall not without the prior written consent of GPLS or GPLS Trust, permit its certificate of formation, operating agreement or other organizational documents to be amended or modified in any respect adverse to GPLS, GPLS Trust or their respective Affiliates.

(f) Privacy; Security of Customer Information. Agent, on behalf of GPLS and GPLS Trust, shall:

(i) implement an effective security program to protect nonpublic Customer Information received from GP Lending with respect to any Borrower, customer or consumer;

(ii) implement and maintain administrative, technical and physical safeguards designed to ensure the security of Customer Information pursuant to the Requirements; and

(iii) respond promptly and thoroughly to any requests for information concerning the respective information security measures implemented by GPLS or GPLS Trust.

Section 4.5. Purchase of Loans. Agent shall not use funds in the Purchasing Account to purchase Loans after the occurrence of an Event of Default and during the fifteen (15) day period immediately following the occurrence of such Event of Default; provided, however, that in the event Victory Park has not delivered an Event of Default Redemption Notice in accordance with the provisions of Section 3.5 hereof during such fifteen (15) day period, Agent shall be permitted to use funds in the Purchasing Account to purchase Loans commencing on the sixteenth (16th) day immediately following the occurrence of such Event of Default and continuing until such time, if any, as another Event of Default shall have occurred (whereupon the fifteen (15) day suspension period described above shall be reinstated).

ARTICLE 5 UNDERTAKINGS OF GPLS AND GPLS TRUST

Section 5.1. Cooperation. GPLS and GPLS Trust shall cooperate with Agent to enable Agent to provide the Services.

Section 5.2. Information. GPLS and GPLS Trust will provide Agent with the following information in respect of itself:

(a) copies of all relevant documents, including its charter documents, and copies of all books and records maintained on behalf of GPLS and GPLS Trust;

(b) details of all bank accounts and bank mandates maintained by GPLS and GPLS Trust;

(c) name of and contact information of the officers, directors of GPLS and GPLS Trust, as applicable; and

(d) such other information as is reasonably necessary to Agent's performance of the Services.

Section 5.3. Scope of Services. If GPLS or GPLS Trust shall enter into any agreement, amendment or other modification or shall take any other action that has the effect of increasing in any material respect the scope, nature or level of the Services to be provided under this Agreement without Agent's express prior written consent, then such party shall so notify Agent

and Agent shall not be obligated to perform the affected Service to the extent of such increase unless and until Agent and such party shall agree on the terms of such increased Service (it being understood that (i) Agent shall have no liability to such party directly or indirectly arising out of, in connection with or related to Agent's failure to perform such increased Service prior to any such agreement and (ii) such party shall not be permitted to engage another Person to perform the affected Service without the prior written consent of Agent unless Agent has indicated it is unable or unwilling to act in respect of the affected Service or Agent requires additional compensation for such additional Service that is not acceptable to such party).

Section 5.4. Ratification. GPLS and GPLS Trust ratify and confirm, and agree to ratify and confirm (and shall furnish written evidence thereof upon request of Agent), any act or omission by Agent in accordance with this Agreement in the exercise of any of the powers or authorities conferred upon Agent under this Agreement, it being expressly understood and agreed that GPLS and GPLS Trust shall not have any obligation to ratify and confirm, and expressly does not ratify and confirm, any act or omission of Agent in violation of this Agreement, the Standard of Performance or for which Agent is obligated to indemnify GPLS and GPLS Trust under Section 3.2.

Section 5.5. Covenants. Each of GPLS and GPLS Trust shall conduct its respective business such that each is a separate and readily identifiable business form, and independent of, the Agent and shall also:

- (a) observe all corporate or statutory trust formalities, as applicable, necessary to remain a legal entity separate and distinct from, and independent of, Agent and any of its Affiliates;
- (b) maintain its assets and liabilities separate and distinct from those of Agent;
- (c) maintain records, books, accounts, and minutes separate from those of Agent;
- (d) pay its obligations in the ordinary course of business as a legal entity separate from Agent;
- (e) keep its funds separate and distinct from any funds of Agent, and will receive, deposit, withdraw and disburse such funds separately from any funds of Agent;
- (f) conduct its business in its own name, and not in the name of Agent;
- (g) not agree to pay or become liable for any debt of Agent, other than as may be required by this Agreement;
- (h) not hold out that it is a division of Agent, or that Agent is a division of it;
- (i) not enter into any transaction between it and Agent that are as a whole materially more favorable to either party than transactions that the parties would have been able to enter into at such time on an arm's-length basis with a non-affiliated third party;

(j) observe all material corporate, trust or other procedures, as applicable, required under applicable law and under its constitutive documents; and

(k) observe all material corporate or trust formalities, as applicable, necessary to keep its business separate and readily identifiable from any third party.

Section 5.6. Conditions of Investments. Agent hereby agrees that notwithstanding anything to the contrary set forth herein, the making of each GPLS Investment is conditioned upon the satisfaction of each of the following conditions precedent on the relevant date of such investment, unless one or more of such conditions precedent shall have been waived by GPLS:

(a) no Event of Default being in existence;

(b) the representations and warranties of GP Lending under the Ongoing Loan Purchase Agreement being true and correct as of the proposed date of such GPLS Investment and GP Lending being in compliance with all covenants and other obligations of GP Lending under the Ongoing Loan Purchase Agreement as of the proposed date of such GPLS Investment;

(c) GPLS shall not have been requested to make GPLS Investments having an aggregate principal amount of (i) \$4,000,000 or more and less than \$8,000,000 without at least 30 calendar days' prior written notice for each GPLS Investment or (ii) \$8,000,000 or more without at least 60 calendar days' prior written notice for each GPLS Investment; and

(d) Agent shall have delivered to GPLS a certificate of a responsible officer, in form and substance satisfactory to GPLS, certifying that each of the foregoing conditions shall have been satisfied.

ARTICLE 6 TERM AND TERMINATION

Section 6.1. Term. This Agreement shall have a term commencing on the Effective Date and shall terminate upon the earliest of: (i) the final payment or other liquidation of the last outstanding Loan and the remittance of all funds due hereunder; or (ii) by mutual consent of Agent, GPLS and GPLS Trust in writing.

Section 6.2. Agent Resignation. With the prior written consent of GPLS and GPLS Trust, Agent may resign from the obligations and duties hereby imposed on it upon ninety (90) calendar days' prior written notice to GPLS and GPLS Trust. If GPLS and GPLS Trust, despite their commercially reasonable efforts, are unable to obtain a replacement to fulfill the obligations and duties imposed on Agent by this Agreement, GPLS and GPLS Trust may, upon not less than thirty (30) calendar days' prior written notice to Agent, obligate Agent to delay its resignation and fulfill the obligations and duties imposed on Agent by this Agreement until a replacement is obtained. Upon such resignation and no successor having been appointed, GPLS and GPLS Trust shall not make any Purchases. In connection with any resignation of Agent pursuant to this Section 6.2 or termination of this Agreement, the parties shall cooperate with each other in effecting the transfer of the duties of Agent hereunder, and Agent shall deliver to GPLS and GPLS Trust, or their respective designees, any information or files in their possession relating to the Services as of the date of Agent's resignation.

Section 6.3. Survival. Notwithstanding any termination or the expiration of this Agreement, the obligations of GPLS, GPLS Trust and Agent under Section 3.2 that have accrued prior to such date shall survive such termination or expiration.

ARTICLE 7 ASSIGNMENT AND DELEGATION

Section 7.1. Assignment and Delegation. No Party shall assign, delegate or otherwise subcontract this Agreement or all or any part of its rights or obligations hereunder to any Person without the prior written consent of the other Party; provided, however, that upon the occurrence of an Event of Default that is not cured within any applicable cure periods, GPLS and GPLS Trust shall have the right to immediately assign this Agreement and Agent's rights under this Agreement to another party acceptable to GPLS and GPLS Trust to assume any or all of Agent's rights and duties under this Agreement, provided that such assignment shall not relieve Agent of any of its obligations hereunder. This Agreement does not confer any right or benefit on any Person other than the Parties and their successors and permitted assigns.

ARTICLE 8 COSTS AND EXPENSES; TAXES

Section 8.1. General Expenses. Except as expressly set forth in Sections 8.2 and 8.3, no Party shall be responsible for any other Party's costs, expenses, liabilities and disbursements incurred or paid in connection with this Agreement or matters relating to or arising therefrom.

Section 8.2. Reimbursable Expenses. Agent shall reimburse GPLS, GPLS Trust and any of their respective Affiliates on demand for all reasonable costs and expenses, including, without limitation, legal expenses and reasonable attorneys' fees (whether for internal or outside counsel), incurred by GPLS, GPLS Trust or any of their respective Affiliates in connection with the (a) negotiation, documentation, consummation and modification of the transactions contemplated hereunder and under each of the other Transaction Documents, including, without limitation, any GPLS Investments and the exercise of any redemption rights or obligations pursuant to Article 3 of this Agreement, and any other transactions between Think Finance, TF SPV and Agent on the one hand, and GPLS, GPLS Trust or any of their respective Affiliates, on the other hand, including, without limitation, UCC and other public record searches and filings, overnight courier or other express or messenger delivery, appraisal costs, surveys, title insurance and environmental audit or review (including due diligence review) costs; provided, the foregoing notwithstanding, Agent shall only be required to reimburse GPLS and GPLS Trust for an aggregate of \$300,000 in attorneys' fees incurred on or prior to the Effective Date; (b) collection, protection or enforcement of any rights in or to the Loans; (c) collection of any Obligations; (d) administration and enforcement of GPLS's, GPLS Trust's or any of their respective Affiliates' rights under this Agreement and under each of the other Transaction Documents (including, without limitation, any costs and expenses of any third party provider engaged by GPLS, GPLS Trust or any of their respective Affiliates for such purposes); (e) costs associated with any refinancing or restructuring the terms of this Agreement or any of the other Transaction Documents whether in the nature of a "work out," in any insolvency or bankruptcy proceeding or otherwise, and whether or not consummated; (f) all reasonable out-of-pocket costs and expenses of GPLS, GPLS Trust and any of their respective Affiliates and its assignees

(including, without limitation, attorneys' fees) in connection with the assignment, transfers or syndication of the Loans; and (g) from and against all liability for any intangibles, documentary, stamp or other similar taxes, fees and excises, if any, including any interest and penalties, and any finder's or brokerage fees, commissions and expenses (other than any fees, commissions or expenses of finders or brokers engaged by GPLS, GPLS Trust or any of their respective Affiliates), that may be payable in connection with the terms of this Agreement and/or the other Transaction Documents. Agent shall also pay all normal service charges with respect to all accounts maintained and transfers made by Agent on behalf of GPLS and GPLS Trust. Notwithstanding anything to the contrary in this Agreement, so long as no Event of Default has occurred and is continuing, in no event shall Agent's liability pursuant to Sections 8.2(b)-(g) for expenses other than legal services exceed \$75,000 per year.

Section 8.3. Taxes.

(a) All payments to or on behalf of GPLS, GPLS Trust or any of their respective Affiliates hereunder and under any other Transaction Document shall be made, free and clear of and without deduction for any and all current or future taxes, levies, imposts, deductions, charges or withholdings that are or would be applicable to GPLS, GPLS Trust or any of their respective Affiliates, and all liabilities with respect thereto, excluding net income taxes imposed on the net income of GPLS, GPLS Trust or such Affiliate by the jurisdiction under the laws of which GPLS, GPLS Trust or such Affiliate is organized (all such nonexcluded taxes, levies, imposts, deductions, charges, withholdings and liabilities, collectively or individually, being called "Non-Excluded Taxes"). If any Non-Excluded Taxes are required to be withheld from or in respect of any sum payable hereunder or under any other Transaction Document to GPLS, GPLS Trust or any of their respective Affiliates, (x) the sum payable shall be increased by the amount (an "Additional Amount") necessary so that, after making all required deductions (including deductions applicable to additional sums payable under this Section 8.3) GPLS, GPLS Trust or such Affiliate shall receive an amount equal to the sum it would have received had no such deductions been made, (y) Agent shall make such deductions and (z) Agent shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(b) Agent will pay to the relevant Governmental Authority in accordance with applicable law any current or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or under any other Transaction Document or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Transaction Document that are or would be applicable to GPLS, GPLS Trust or any of their respective Affiliates ("Other Taxes").

(c) Agent agrees to indemnify GPLS, GPLS Trust and any of their respective Affiliates for the full amount of Non-Excluded Taxes and Other Taxes that GPLS, GPLS Trust and/or such Affiliate and any liability (including penalties, interest and expenses (including reasonable attorney's fees and expenses)) arising therefrom or with respect thereto, whether or not such Non-Excluded Taxes or Other Taxes were correctly or legally asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability prepared by GPLS or GPLS Trust absent manifest error, shall be final conclusive and binding for all purposes. Such indemnification shall be made within thirty (30) calendar days after the date GPLS or GPLS Trust makes written demand therefor.

(d) Notwithstanding Sections 8.3(a) and 8.3(c), if there is a Final Determination, other than as a result in a change of applicable law following the date of this Agreement, that any Non-Excluded Taxes apply to a payment of interest on the Loans pursuant to this Agreement, then except during the existence of an Event of Default Agent shall not have any obligation to (i) pay the Additional Amount with respect to Non-Excluded Taxes pursuant to Section 8.3(a) or (ii) indemnify GPLS, GPLS Trust or any of their respective Affiliates with respect to such Non-Excluded Taxes.

ARTICLE 9 MISCELLANEOUS

Section 9.1. Notices. Except as otherwise expressly provided herein, any and all notices required or agreed to be given pursuant hereto shall be in writing and shall be deemed to have been properly given, served and received (a) if delivered by messenger, when delivered, (b) if mailed, on the third (3rd) Business Day after deposit in the United States mail certified, postage prepaid, return receipt requested, (c) if by facsimile or e-mail, upon sender's transmission or (d) if delivered by reputable overnight express courier, freight prepaid, the next Business Day after delivery to such courier. Notices shall be addressed to the Parties as set forth below:

If to GPLS:

GPL Servicing Ltd.
c/o Victory Park Capital Advisors, LLC
227 W. Monroe Street, Suite 3900
Chicago, Illinois 60606
Telephone: (312) 705-2786
Facsimile: (312) 701-0794
Attention: Scott Zemnick, Esq.
E-Mail: szemnick@vpcadvisors.com

With a copy (for informational purposes only) to:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661
Telephone: (312) 902-5297 and (312) 902-5495
Facsimile: (312) 902-1061
Attention: Mark R. Grossmann, Esq. and Scott E. Lyons, Esq.
E-Mail: mg@kattenlaw.com
scott.lyons@kattenlaw.com

If to GPLS Trust:

GPL Servicing Trust
c/o Victory Park Capital Advisors, LLC

227 W. Monroe Street, Suite 3900
Chicago, Illinois 60606
Telephone: (312) 705-2786
Facsimile: (312) 701-0794
Attention: Scott Zemnick, Esq.
E-Mail: szemnick@vpcadvisors.com

With a copy (for informational purposes only) to:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661
Telephone: (312) 902-5297 and (312) 902-5495
Facsimile: (312) 902-1061
Attention: Mark R. Grossmann, Esq. and Scott E. Lyons, Esq.
E-Mail: mg@kattenlaw.com
scott.lyons@kattenlaw.com

If to Agent:

TC Administrative Services, LLC
4150 International Plaza, Suite 400
Fort Worth, Texas 76109
Attention: Chief Executive Officer
Facsimile: 817-546-2700
E-Mail: krees@thinkfinance.com

With a copy (for informational purposes only) to:

Coblentz, Patch, Duffy & Bass LLP
One Ferry Building, Suite 200
San Francisco, California 94111
Telephone: (415) 391-4800
Facsimile: (415) 989-1663
Attention: Paul J. Tauber, Esq.
E-Mail: pjt@cpdb.com

The Parties may change their addresses for notice by serving written notice upon all other Parties.

Section 9.2. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute but one and the same agreement. A copy of an executed signature page to this Agreement delivered by any Party via facsimile or by other electronic means shall be deemed effective on the date of such delivery.

Section 9.3. Governing Law. This Agreement shall be a contract made under, and governed and enforced in every respect by, the internal laws of the State of Delaware, without giving effect to its conflicts of law principles. Any dispute, controversy, or claim, whether contractual or non contractual, between the Parties arising directly or indirectly out of or connected with this Agreement, including claims for declaratory relief, or relating to the breach or alleged breach of any representation, warranty, agreement, or covenant under this Agreement, unless mutually settled by the Parties and including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Wilmington, Delaware. The arbitration shall be administered by JAMS pursuant to its (Comprehensive Arbitration Rules and Procedures). Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate, except that the Parties agree that the arbitration, the arbitrators' authority and the relief available shall be limited as follows:

(a) The arbitrators shall be obligated to apply the rules of evidence and the substantive laws of the State of Delaware applicable to actions litigated in the courts of the State of Delaware; and

(b) The arbitrators shall be deemed to have exceeded their powers, authority or jurisdiction if the award they render is not correct under the applicable law and properly admitted evidence, if the arbitrators grant relief not expressly permitted under this Agreement or if the arbitrators otherwise fail to comply with the terms and limitations of this paragraph. In the event of any conflict between the rules of JAMS and this Agreement, this Agreement will control. Any arbitration shall be conducted by arbitrators approved by the JAMS and mutually acceptable to the Parties. All such disputes, controversies, or claims shall be conducted by a single arbitrator, unless the dispute involves more than \$50,000 in the aggregate in which case the arbitration shall be conducted by a panel of three arbitrators. If the Parties are unable to agree on the arbitrator(s), then JAMS shall select the arbitrator(s). The resolution of the dispute by the arbitrator(s) shall be final, binding, nonappealable, and fully enforceable by a court of competent jurisdiction under the Federal Arbitration Act. The arbitration award shall be in writing and shall include a statement of the reasons for the award. The arbitrator(s) shall award reasonable attorneys' fees and costs to the prevailing party. Process in any such action may be served upon any Party in the manner provided for giving of notices to it herein. Notwithstanding the foregoing, the Parties hereby consent to the jurisdiction of the state and federal courts located in the City of Wilmington, Delaware with respect to any action (i) to obtain injunctive or other equitable relief and (ii) to enforce or dispute any arbitration award or to obtain, enforce or dispute any judgment relating thereto.

Section 9.4. Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 9.5. Complete Agreement. This Agreement, together with the agreements referenced herein, constitutes the complete agreement between the Parties with respect to the specific subject matter hereof and supersede all existing agreements and all oral, written, or other communications between the Parties concerning its subject matter. The Parties make no

representations or warranties to each other, except as specifically set forth in or specified by this Agreement and the other Transaction Documents. All prior representations and statements made by any Party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement.

Section 9.6. Waivers and Amendments. No delay on the part of a Party in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by such Party of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Parties.

Section 9.7. References to Sections and Agreement; Captions. Unless otherwise indicated either expressly or by context, any reference in this Agreement to a “Section” shall be deemed to refer to a Section of this Agreement. All references herein to this Agreement shall, as of any time after the date hereof, be deemed to include all amendments hereto which have been made prior to such time in accordance with Section 9.6. Section captions, headings and titles used in this Agreement are for convenience only, and shall not affect the construction of this Agreement.

Section 9.8. Jurisdiction, Venue and Service of Process. Subject to the provisions of Section 9.3, the Parties hereby consent to the exercise of jurisdiction over its person and its property by any court of competent jurisdiction situated in the City of Wilmington, Delaware (whether it be a court of the State of Delaware or a court of the United States of America situated in Wilmington, Delaware) for the enforcement of this Agreement or in any other controversy, dispute or question arising hereunder, and each Party hereby waives any and all personal or other rights to object to such jurisdiction for such purposes. Each Party, for itself and its successors and assigns, hereby waives any objection which it may have to the laying of venue of any such action or suit at any time, each Party agrees that service of process may be made, and personal jurisdiction over such Party obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation by personal delivery or by United States certified or registered mail, return receipt requested, addressed to such Party at its address for notices as provided in this Agreement. Each Party waives all claims of lack of effectiveness or error by reasons of any such service.

Section 9.9. Confidentiality. All oral and written information about each of the Parties, their respective businesses and customers, and this Agreement (collectively, the “Records”), are valuable and proprietary assets. Each Party (and each of their respective employees and agents) shall treat the Records as strictly confidential and, except as expressly authorized hereunder, will not disclose such Records to any Person (other than its Affiliates and, in the case of GPLS or GPLS Trust, to proposed transferees of the Loans and in connection with the exercise of any right or remedy under this Agreement) or use such Records other than in accordance therewith. Each Party will use its best efforts to ensure that its employees and agents maintain such confidentiality. Each Party will notify the other Parties immediately upon receiving a subpoena or other legal process about any other Party’s Records and will cooperate with the other Parties to comply with or oppose the subpoena or legal process. This Section 9.9 will not apply to information, documents, and material that are in or enter the public domain other than through a wrongful act or omission of a Party.

Section 9.10. Jury Waiver. EACH PARTY HEREBY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR THE OTHER TRANSACTION DOCUMENTS INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE PARTIES EACH REPRESENT TO EACH OTHER THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL WITHOUT A JURY.

Section 9.11. Compliance with Law and Regulation. The performance of each of the Parties under this Agreement is subject to all applicable Requirements and any Regulatory Authority and each Party hereby covenants to comply with all applicable Requirements and the lawful and reasonable actions or requests of duly authorized Regulatory Authorities in connection with the matters contemplated by this Agreement. If any Party becomes aware of any change in any Requirement affecting the performance of obligations by any Party under this Agreement, it shall promptly thereafter provide written notice of the same to the other Parties, provided that the failure to provide such notice shall not relieve any Party of its obligation to comply with all applicable Requirements as may change from time to time. Nothing in this Agreement shall be construed as compelling any Party to act in violation of any applicable Requirements.

Section 9.12. Survival. Except as otherwise expressly provided herein, all the representations, warranties, terms and covenants of the Parties including, but not limited to, expense reimbursements and indemnifications, shall survive the making of each GPLS Investment and the termination of this Agreement.

Section 9.13. Power of Attorney. GPLS and GPLS Trust shall appoint Agent as its true and lawful attorney-in-fact. All services to be performed and actions to be taken by Agent pursuant to this Agreement shall be performed to and on behalf of GPLS and GPLS Trust. Agent shall be entitled to seek and obtain from GPLS and GPLS Trust a power of attorney in respect of the execution of any specific action as Agent deems appropriate. Notwithstanding anything herein to the contrary, Agent shall not take any action, and shall not be authorized to take any action, that would result in GPLS, GPLS Trust or any of their respective owners to be deemed to be engaged in the conduct of trade or business within the United States for purposes of Sections 864, 871 or 882 of the Code.

Section 9.14. No Partnership.

(a) It is expressly recognized and acknowledged that this Agreement is not intended to create a partnership, joint venture or other similar arrangement among GPLS, GPLS Trust or any of their respective equity holders or trustees, on the one hand, and Agent on the other. It is also expressly understood that any actions taken on behalf of GPLS or GPLS Trust by Agent shall be taken as agent for GPLS or GPLS Trust, either naming GPLS or GPLS Trust, or naming Agent as agent for an undisclosed principal. Neither GPLS nor GPLS Trust shall hold

itself out as a partner of Agent, and Agent will not hold itself out as a partner of GPLS or GPLS Trust.

(b) Agent shall not have any fiduciary duty or other implied obligations to GPLS, GPLS Trust or any other Person arising out of this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

GPL SERVICING TRUST

By: Victory Park Management, LLC, a Delaware limited liability company, as its trustee

By: Matthew Ray
Name: Matthew Ray
Title: Manager

GPL SERVICING LTD.

By: Victory Park Credit Opportunities Master Fund, Ltd., its sole director and shareholder

By: Victory Park Capital Advisors, LLC, its investment manager

By: Scott R. Zernick
Name: Scott R. Zernick
Title: General Counsel

TC ADMINISTRATIVE SERVICES, LLC

By: _____
Name: _____
Title: _____

[Signature Page to Administrative Agency Agreement]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the Effective Date.

GPL SERVICING TRUST

By: Victory Park Management, LLC, a Delaware limited liability company, as its trustee

By: _____
Name: _____
Title: _____

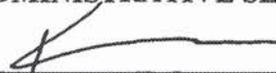
GPL SERVICING LTD.

By: Victory Park Credit Opportunities Master Fund, Ltd., its sole director and shareholder

By: Victory Park Capital Advisors, LLC, its investment manager

By: _____
Name: Scott R. Zernick
Title: General Counsel

TC ADMINISTRATIVE SERVICES, LLC

By:  _____
Name: Kenneth E. Rees
Title: President

[Signature Page to Administrative Agency Agreement]

EXHIBIT 6

LICENSE AND SUPPORT AGREEMENT

This LICENSE AND SUPPORT AGREEMENT (this "Agreement"), effective as of May 24, 2011 ("Effective Date"), by and between Great Plains Lending, LLC, an entity organized under and governed by the laws of the Otoe-Missouria Tribe of Indians ("Licensee"), and TC Decision Sciences, LLC, a Delaware limited liability company ("Licensor").

In consideration of the mutual promises and upon the terms and conditions set forth below, the parties agree as follows:

1. Certain Definitions.

1.1. "Borrower" means all of Licensee's customers who are using the Software for the purposes of obtaining and/or maintaining a loan or other such credit product as may be available by the use of the Software from Licensee.

1.2. "Confidential Information" means all Software, Documentation, Tools, information, data, drawings, tests (including tests performed by Licensee), specifications, trade secrets, algorithms, data models, object code and machine-readable copies of the Software, source code of the Software, underwriting tools, screen layouts, forms, reports, and any other proprietary information supplied to Licensee by Licensor or supplied to Licensor by Licensee, including all items defined as "confidential information" in any other agreement between Licensee and Licensor whether or not executed prior to this Agreement.

1.3. "Consulting Agreement" shall mean that certain Consulting and Services Agreement, dated on or about the Effective Date, between Licensee, Licensor and Sentinel Resources, LLC.

1.4. "Documentation" means any instructions manuals or other materials, and on-line help files, regarding the Use of the Software. Documentation shall also include the algorithms and underwriting tools provided by Licensor to Licensee.

1.5. "Maintenance and Support" means the services described in Exhibit B.

1.6. "Software" means the computer software application specified in Exhibit A.

1.7. "Tools" means the scoring, underwriting and verification tools and scores provided by Licensor to Licensee.

1.8. "Update" means a release or version of the Software containing functional enhancements, extensions, error corrections or fixes that is generally made available (other than media and handling charges) to Licensor's customers who have contracted for Maintenance and Support.

1.9. "Use" of Software means executing, accessing or displaying the Software solely for purposes of obtaining and/or maintaining a loan or other such credit product offered by Licensee in accordance with the Documentation and in compliance with Otoe-Missouria Tribal law.

1.10. "User" means Licensee's employees, officers, and directors as well as contractors directly managed and controlled by Licensee. Users specifically exclude all vendors, partners, Borrowers and all other third parties.

2. **Grant of License.**

2.1. **Grant.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, nonexclusive, personal, revocable, non-sublicenseable and nontransferable license to Use the (a) Software, (b) Documentation solely in connection with Licensee's Use of the Software and (c) Tools solely in connection with Licensee's Use of the Software.

2.2. **Delivery.** Licensor shall arrange for any Software to be installed and configured on Licensee's servers or other servers specified by Licensee. Licensor shall make the Documentation and updates thereto available to Licensee. Licensee acknowledges that no source code will be provided to Licensee.

2.3. **Restriction.** For the term of this Agreement neither Licensor nor any of its affiliates will provide any technology services to any tribal entity located in the state of Oklahoma other than Licensee without the express prior written consent of Licensee.

3. **Ownership.** Licensor retains all right, title and interest in and to the Software, Documentation, Tools and any enhancements and modifications thereto including, without limitation, all proprietary and intellectual property rights to the Software, Documentation and Tools.

4. **License Restrictions.** Licensee shall not itself, or through any parent, subsidiary, affiliate or any other third party: (a) modify, decode, decompile, disassemble, reverse engineer or otherwise translate the Software, Documentation or Tools, in whole or in part; (b) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (c) use the Software, Documentation or Tools to provide processing services to third parties or otherwise use the Software, Documentation or Tools on a service bureau or time-sharing basis; (d) sublicense the Software, Documentation or Tools; (e) provide, disclose, divulge or make available to, or permit use of the Software, Documentation or Tools by any third party, other than Users and Borrowers; (f) disable or modify any licensing control features of the Software or Tools; or (g) attempt to do any of the foregoing.

5. **License Fee.**

5.1. **Fees.** In consideration of the license granted pursuant to Section 2.1, Licensee shall pay Licensor the license fees specified in Exhibit A ("License Fees").

5.2. **Payments.** Licensee shall pay the full invoiced amount according to the payment terms specified in Exhibit A.

5.3. **Taxes.** All charges and fees provided for in this Agreement do not include any taxes, duties, or similar charges imposed by any government. Licensee shall pay or reimburse Licensor for all federal, state, provincial or other local sales, use, personal property, excise or other taxes, fees, or duties arising out of this Agreement or the transactions contemplated hereby (other than taxes on the net income of Licensor). Licensee shall hold Licensor harmless from all claims and liabilities arising from Licensee's failure to report or pay any such taxes.

6. **Maintenance and Support.**

6.1. **Maintenance and Support.** Maintenance and Support of the Software shall be provided in accordance with the terms of Exhibit B. Licensor shall not have any obligation to provide any

custom programming or provide additional features or functionality, except pursuant to mutually agreed terms (including compensation to Licensor) duly executed on behalf of both parties.

7. Limited Warranty and Limitation of Liability.

7.1. Limited Warranty. Licensor warrants that for the term of this Agreement the Software will function as an internet-based loan platform, permitting the collection, verification, evaluation, funding and servicing of loans in material conformance with the Documentation. If, during this time period, the Software does not perform in accordance with the limited warranty as set forth in the foregoing sentence, Licensor shall at its option undertake through commercially reasonable effort to: (a) correct or cure any defect by issuing corrected instructions, a restriction, or a bypass to the Software; (b) replace such Software free of charge; or (c) if neither of the foregoing is commercially practicable, terminate this Agreement. The foregoing are Licensor's sole obligations, and Licensee's sole and exclusive remedies, for breach of warranty. The warranty set forth above is made to and for the benefit of Licensee only.

7.2. Limitations. Licensor is not responsible for obsolescence of Software that may result from changes in the Licensee's requirements. The warranty set forth in Section 7.1 shall apply only to the most current version of the Software issued by Licensor from time to time. Moreover, Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software.

7.3. Conditions. The warranty set forth in Section 7.1 will apply only if: (a) Licensee's Use of the Software has been at all times in accordance with the Documentation; (b) no modification, alteration or addition has been made to the Software by persons other than Licensor or Licensor's authorized representatives; (c) Licensee promptly notifies Licensor of the existence and nature of any defect and provides reasonable assistance and access to reproduce and resolve such defect.

7.4. Disclaimer. EXCEPT AS SPECIFICALLY SET FORTH ABOVE OR AS DESCRIBED IN EXHIBITS A AND B, THE SOFTWARE, TOOLS AND DOCUMENTATION ARE PROVIDED "AS IS" AND WITH DEFECTS. LICENSOR MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE, DOCUMENTATION, TOOLS AND ANY OTHER MATERIALS OR SERVICES FURNISHED OR PROVIDED UNDER THIS AGREEMENT. LICENSOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, CONTINUOUS OPERATION, QUALITY AND ACCURACY.

7.5. Limitation of Liability. EXCEPT FOR ANY BREACH OF SECTION 4 BY LICENSEE OR ANY BREACH BY EITHER PARTY OF SECTION 9, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY EXEMPLARY, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE FURNISHING, PERFORMANCE OR USE OF THE SOFTWARE OR ANY SERVICES PERFORMED HEREUNDER, WHETHER ALLEGED AS A BREACH OF CONTRACT OR TORTIOUS CONDUCT, INCLUDING NEGLIGENCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ADDITION, LICENSOR WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY OR FURNISHING THE SOFTWARE OR ANY SERVICES. EXCEPT FOR ANY BREACH OF SECTION 4 BY LICENSEE, ANY PAYMENT OBLIGATIONS OF LICENSEE OR ANY BREACH OF SECTION 9 BY EITHER PARTY, EACH PARTY'S LIABILITY TO THE

OTHER UNDER THIS AGREEMENT WILL NOT, IN ANY EVENT, EXCEED THE TOTAL LICENSE FEES PAID BY LICENSEE TO LICENSOR HEREUNDER. THE PROVISIONS OF THIS SECTION 7 ALLOCATE RISKS UNDER THIS AGREEMENT BETWEEN LICENSEE AND LICENSOR. LICENSOR'S PRICING REFLECTS THIS ALLOCATION OF RISKS AND LIMITATION OF LIABILITY. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY.

7.6. Third Party Software. For the convenience of Licensee, Licensor may provide Licensee with access to licensed third-party software. Any third-party software is subject to its own license terms, and Licensor is not responsible for any support, maintenance, defect, or issue arising whatsoever, regarding the installation or use of any such third-party software.

8. Licensee Indemnification.

8.1. Licensee Indemnification. Licensee shall indemnify and hold harmless Licensor, its officers, agents, and employees, from any claim, demand, losses, liabilities, costs and expenses, including reasonable attorneys' fees, made by any third party due to or arising out of Licensee's use of the Software which is not consistent with the terms of this Agreement.

9. Confidential Information; Injunctive Relief.

9.1. Non-Use and Non-Disclosure. Each party acknowledges that the Confidential Information of the other party constitutes valuable trade secrets and shall use Confidential Information solely in accordance with the provisions of this Agreement. Neither party will make any use of the Confidential Information of the other party for any other purpose nor will such party disclose, or permit to be disclosed, the same, directly or indirectly, to any third party without the other party's prior written consent. Each party shall exercise due care in protecting the Confidential Information from unauthorized use or disclosure. However, neither party bears responsibility for safeguarding information that is publicly available, already in its possession and not subject to a confidentiality obligation, obtained by the other party from third parties without restrictions on disclosure, independently developed by themselves without reference to Confidential Information of the other party, or required to be disclosed by order of a court or other governmental entity providing that the receiving party provides written notice to the disclosing party such that disclosing party will have an opportunity to seek a protective order.

9.2. Remedy. Subject to the provisions of Section 11.10, in the event of actual or threatened breach of the provisions of Sections 4 or 9.1 by either party, the other party will have no adequate remedy at law and will be entitled to immediate and injunctive and other equitable relief, without the requirement of posting a bond or other security and without the necessity of showing actual money damages. Exercise of the right to obtain injunctive and other equitable relief will not limit any rights to seek additional remedies.

9.3. Privacy. Licensor will not disclose, nor permit access to, the private information of Licensee or its consumers for any purposes other than those specifically required to fulfill Licensor's contractual obligations with Licensee. Licensor will not sell the information regarding the Borrower's for any reason. In connection with providing services to Licensee, Licensor will take all commercially reasonable steps to ensure the security and confidentiality of Licensee's and Borrower's information and to protect against anticipated threats and hazards to the security of such information. Licensor will take all commercially reasonable steps to prevent unauthorized access to or use of such information that could result in substantial harm or

inconvenience to Licensee or Borrowers. In the event any court or regulatory agency seeks to compel disclosure of said information Licensor will, if legally permissible, promptly notify Licensee of said attempt and will cooperate so that Licensee may at its expense seek to legally prevent this disclosure of information.

10. Term and Termination.

10.1. Term. The term of this Agreement shall commence as of the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). This Agreement will automatically renew for subsequent one (1) year periods (each a "Renewal Term") unless either Party provides written notice of termination to the other at least ninety (90) calendar days prior to the expiration of the Initial Term or any Renewal Term.

10.2. Termination. Subject to the provisions of Section 11.10, this Agreement may be terminated upon the occurrence of one or more of the following events, within the time periods set forth below:

(a) If either party breaches this Agreement including, without limitation, any breach of any representation, warranty or covenant contained herein, the non-breaching party may immediately terminate this Agreement by providing written notice thereof to the breaching party if such breaching party does not cure such breach within thirty (30) calendar days after receipt of the written notice of the breach, provided, however, that no cure period shall be applicable to any breach of Sections 4 or 9.

(b) Upon the occurrence of an Insolvency Event (as defined below) by either party, this Agreement shall automatically and immediately terminate. It shall constitute an insolvency event ("Insolvency Event") by Licensee if Licensee shall file for protection under the laws of the Otoe-Missouria Tribe, or Licensee fails to pay its obligations as they become due. It shall constitute an Insolvency Event by Licensor hereunder if Licensor shall file for protection under any chapter of the federal Bankruptcy Code, an involuntary petition is filed against Licensor under any such chapter and is not dismissed within thirty (30) calendar days of such filing, or a receiver or any regulatory authority takes control of Licensor.

(c) Licensor may terminate this Agreement by giving written notice at least ninety (90) calendar days in advance of termination if Licensee ceases to fund loans and Licensee does not resume funding within such ninety (90) calendar day period. Further, if Licensee changes its short term consumer lending program in a way that causes a material adverse effect on Licensor then Licensor may terminate this Agreement upon ninety (90) calendar days prior written notice to Licensee if Licensee fails to take steps reasonably requested by Licensor to minimize the material adverse effect on Licensor within such ninety (90) calendar day period.

(d) This Agreement shall automatically terminate simultaneously with the termination of the (A) Consulting Agreement, (B) Marketing Agreement or (C) Participation Agreement. As used herein, (i) Marketing Agreement shall mean that certain Marketing Agreement, dated on or about the Effective Date, by and between Licensee and Tailwind Marketing, LLC and (ii) Participation Agreement shall mean that certain Participation Agreement, dated on or about the Effective Date, by and between GPL Servicing Ltd. and Licensee.

(e) In the event of an act of God or other natural disaster which makes the carrying out of this Agreement impossible, or if a party's performance hereunder is rendered illegal or materially adversely affected by reason of changes in applicable law (either federal, state or tribal) applicable to the short term consumer loans originated by Licensee or to either party, or if a party is advised in writing by any judicial, administrative or regulatory authority having or asserting jurisdiction over such party or the short term consumer loans that the performance of its obligations under this Agreement is or may be unlawful, then the party unable to perform, or whose performance has been rendered illegal or who has been so advised by such authority, may terminate this Agreement by giving written notice at least ninety (90) calendar days in advance of termination to the other party, unless such changes in applicable law or communication from such authority require earlier termination, in which case termination shall be effective upon such earlier required date.

10.3. Effect of Termination. If any termination event as described in Section 10.1 or 10.2 occurs, termination will become effective immediately or on the date set forth in the written notice of termination. Effective upon any termination of this Agreement, Licensee shall immediately discontinue all use of all Software and all use of all Documentation. Within thirty (30) calendar days after the date of termination of this Agreement for any reason whatsoever, Licensee shall return the Software, the Tools and any copies, in whole or in part, all Documentation, and any other Confidential Information in its possession that is in tangible form. Upon the written request of Licensor, Licensee shall furnish Licensor with a certificate signed by an executive officer of Licensee verifying that the same has been done.

10.4. Survival. The following provisions shall survive termination of this Agreement: Sections 1, 3, 4, 5, 7, 8, 9, 10.3, 10.4 and 11.

11. Miscellaneous.

11.1. Assignment. Licensee may not assign this Agreement or any rights hereunder, in whole or in part, whether voluntary or by operation of law, including by way of sale of assets, merger or consolidation without the prior written consent of Licensor. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of each of the parties, their respective successors and permitted assigns. Any assignment in violation of the foregoing shall be void.

11.2. Notices. Any notice must be (a) delivered in person or (b) sent by overnight air courier, in each case properly posted and fully prepaid to the appropriate address set forth below. Either party may change its address for notice by notice to the other party given in accordance with this Section 11.2. Notices will be considered to have been given at the time of actual delivery in person or one (1) business day after delivery to an overnight air courier service. A copy of all notices to Licensor shall also be sent to: Coblenz, Patch, Duffy & Bass LLP, One Ferry Building, Suite 200, San Francisco, California 94111 Attn: Paul J. Tauber.

11.3. Force Majeure. Except with respect to any payment or confidentiality obligations, neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.

11.4. Waiver. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed and will not be deemed to be a waiver of such party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice such party's right to take subsequent action.

11.5. Severability. If any term, condition, or provision in this Agreement is found to be invalid, unlawful or unenforceable to any extent, the parties shall endeavor in good faith to agree to such amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on such an amendment, such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

11.6. Integration. This Agreement (including the Exhibits hereto signed by both parties) contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter. This Agreement may not be amended, except by a writing signed by both parties and in a form specifically referencing the modified provisions of this Agreement.

11.7. Superseding Terms. No terms, provisions or conditions of any current or future purchase order, sales order, acknowledgment or other business form that the parties may use in connection with the current or future orders to license the Software will have any effect on the rights, duties or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of Licensor to object to such terms, provisions or conditions.

11.8. Export. Licensee may not export or re-export the Software without the prior written consent of Licensor and without the appropriate United States and foreign government licenses.

11.9. Relationship of Parties. Each party is an independent contractor and nothing in this Agreement is intended or shall be deemed to constitute a partnership, agency, employer-employee or joint venture relationship between the parties. No party shall incur any debts or make any commitments for the other.

11.10. Dispute Resolution.

(a) Dispute Resolution. If either Party believes that the other Party has breached this Agreement, or in the event of any dispute hereunder including, but not limited to, any dispute over the proper interpretation of the terms and conditions hereof, the following procedures shall be invoked:

(i) The goal of the Parties shall be to resolve all disputes amicably and voluntarily whenever possible. The Party asserting breach or seeking an interpretation of this Agreement first shall serve written notice on the other Party. The notice shall identify the specific Agreement provision alleged to have been violated or in dispute and shall specify in detail the asserting Party's contention and any factual basis for the claim. Representatives of the Parties shall meet within thirty (30) days of receipt of notice in an effort to resolve the dispute;

(ii) Either Party may refer a dispute arising under this Agreement to arbitration under the rules of the American Arbitration Association ("AAA"), subject to enforcement or pursuant to review as provided in this Section 11.11(a) by a federal district court. The remedies available through arbitration are limited to enforcement of the provisions of this Agreement. The Parties consent to the jurisdiction of such arbitration forum and court for such limited purposes and no other, and each waives immunity with respect thereto. One (1) arbitrator shall be chosen by the Parties from a list of qualified arbitrators to be provided by the AAA. If the Parties cannot agree on an arbitrator within ten (10) business days, then the arbitrator shall be named by the AAA. The expenses of arbitration shall be borne equally by the Parties. The arbitrator shall apply Otoe-Missouria substantive law or, if not applicable, the substantive laws of the State of Oklahoma as well as the Federal Rules of Civil Procedure.

(iii) The Party asserting breach or seeking an interpretation of this Agreement under this Section 11.11(a) shall be deemed to have certified that to the best of such Party's knowledge, information, and belief formed after reasonable inquiry, the claim of noncompliance or the request for interpretation of this Agreement is warranted and made in good faith and not for any improper purpose, such as to harass or to cause unnecessary delay or the needless incurring of the cost of resolving the dispute. If the dispute is found to have been initiated in violation of this Section 11.11(a), then the arbitrator, upon request or upon his or her own initiative, may impose upon the violating Party an appropriate sanction, which may include an award to the other Party of its reasonable expenses incurred in having to participate in the arbitration; and

(iv) Either Party may bring an action in a federal district court for the de novo review of any arbitration award under Section 11.11(a)(iii). The decision of the court shall be subject to appeal. Each Party hereby waives any claim of immunity and consents to suit therein for such limited purposes. The Parties hereby acknowledge that this express waiver extends only to actions brought by Licensor, its successors and assigns (and not any other party) against Licensee for claims of any kind arising under this Agreement. Nothing herein shall be construed to authorize a money judgment other than for damages for failure to comply with an arbitration decision requiring the payment of monies.

(b) Waiver of Rights to Trial By Jury. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANYWAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

11.11. Limited Waiver of Tribal Sovereign Immunity. GP Lending irrevocably (i) waives any sovereign immunity and any other privilege that may be asserted from its status as an instrumentality or entity of the Otoe-Missouria Tribe of Indians and any defenses associated with such immunity or privilege from unconsented suit, and (ii) consents to any legal proceedings or alternative dispute resolution pursuant to this Agreement and the enforcement and collection of judgment or award, injunction, specific performance or declaratory relief, conditioned only upon following limitations: (a) this waiver is limited to the tribal entity, GP Lending, and does not extend to an action against the tribal government of the Otoe-Missouria Tribe of Indians, and shall not be deemed a waiver of the rights, privileges and immunities of the tribal government of the Otoe-Missouria Tribe of Indians, and (b) the waiver is limited to actions to (i) interpret or enforce the provisions of this Agreement, and (ii) enforce any agreement, order, judgment or ruling resulting from such an action including, but not limited to, any execution and collection of monetary damages.

11.12. Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Oklahoma, without regard to its principles of conflicts of laws.

11.13. Counterparts. This Agreement may be executed simultaneously in multiple counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. Signatures received by facsimile, PDF file or other electronic format shall be deemed to be original signatures.

<signature page follows>

IN WITNESS WHEREOF, duly authorized representatives of each of the parties has executed this Agreement as of the Effective Date.

Licensor:

TC Decision Sciences, LLC

By:  _____

Name: Ken Rees

Title: Chief Executive Officer

Date: 5/25, 2011

Address: 4150 International Plaza, Ste. 400
Fort Worth, Texas 76109

Licensee:

Great Plains Lending, LLC

By:  _____

Name: John R. Shotton

Title: Chairman

Date: 5-25, 2011

Address: 8151 Amy 177
Red Rock, OK 74651

EXHIBIT A

SOFTWARE AND FEES

A. Software Description:

The Software is Licensor's automated consumer credit decisioning, processing and servicing software application.

- * Software description:
 - o The Software is an internet-based open-ended line of credit platform that permits the collection, verification, evaluation (based on criteria established by Licensee), funding, and servicing of lines of consumer credit.
- * Server Hardware requirements:
 - o The Software is hosted on a hardware platform located in a data center under contract with Licensor or otherwise acceptable to Licensor.

Notwithstanding any Use of the Software, Licensee shall have the exclusive right to determine whether to make any loans to any Borrowers.

B. Fees:

License Fees – Licensee will pay Licensor a fee equal to Fifty Dollars (US\$50) per Loan funded by Licensee. Licensee shall pay such amount monthly within thirty (30) calendar days after the end of each month. If Licensee does not make any payment as and when due then, in addition to paying such amount, Licensee shall also pay a late charge equal to the lesser of (i) one and one-half percent (1.5%) of the unpaid amount per month or portion thereof or (ii) the maximum late charge permitted by applicable law until the unpaid amount is paid in full.

Professional Services - \$150 per hour. This is for work or other services requested by Licensee, related to the customization of the Software for its requirements. Any travel and accommodation costs incurred will be billed in addition if approved in advance by Licensee. All professional services shall be performed in a professional manner consistent with industry standards. Licensee shall be billed monthly in arrears. Payment terms are net thirty (30) calendar days from date of invoice. If any payment is not made as and when due, then Licensee shall also pay a late charge on the unpaid amount at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum late charge permitted by applicable law.

EXHIBIT B

MAINTENANCE AND SUPPORT

Licensor shall provide the following Maintenance and Support to Licensee:

1. Updates.

Licensor shall make available to Licensee all Updates (as defined in Section 1 of the Agreement). Due to the nature of internet- and web-based applications, Licensee acknowledges and agrees that only the current version of the Software will be enabled for Use and supported; all prior versions of the Software are archived under a source control system for historical reference purposes only, and are not maintained as functioning Software.

2. Technical Support.

a. Licensee will designate up to three (3) named persons on its technical support staff who will be authorized to contact Licensor to receive support with the Software. Licensee may change these designated persons from time-to-time by providing written notice to Licensor. Licensor shall provide support in the Use of the Software from its offices by telephone, email and fax during the hours of 9:00 a.m. to 5:00 p.m. CT, Monday to Friday, excluding holidays.

b. Licensor will use reasonable efforts to answer questions and correct problems (or to provide suitable temporary solutions or workarounds for problems) in the Licensor's initial response or consultation with Licensee. If further action is necessary, then Licensor will use reasonable efforts to answer the question or correct the problem (or to provide suitable temporary solutions or workarounds for problems) within twenty-four (24) hours after the Licensor Support Contact's initial telephone contact with Licensee. However, if Licensee reasonably believes and states that the problem is substantial and material to Licensee's Use of the Software, or that the problem causes the Software to be inoperable, then Licensor will use reasonable efforts to correct the problem (or to provide suitable temporary solutions or workarounds for problems) within four (4) hours after the Licensor Support Contact's initial telephone contact with Licensee and will continue efforts to correct the problem until resolution.

c. Licensor will not be responsible for failure to correct a problem to the extent that the problem is caused by (i) a malfunction of computer hardware or software other than the Software or the server software and hardware used by Licensor to host the Software, (ii) any modification of the Software by any party other than Licensor which problem would not have occurred but for such modification, (iii) use of the Software with systems other than those contemplated by this Agreement or the Documentation or (iv) Licensee's failure to implement the most recent update provided to Licensee by Licensor. In any such event, Licensor will advise Licensee and, upon request, may provide assistance as Licensee may reasonably request with respect to the problem at Licensor's standard professional services hourly rates.

d. Licensee will provide Licensor with reasonable access to Licensee's authorized technical support staff for the sole purpose of facilitating Licensor's performance of its Support and Maintenance obligations.

e. Licensee will provide information and materials reasonably requested by Licensor for use in replicating, diagnosing and correcting an error or other Software problem reported by Licensee. If there have been modifications or custom coding made to the Software by parties other than the

Licensor, then at Licensor's request the Licensee will be required to demonstrate that the issue, error or defect that is the basis of the Licensee's support request can be reproduced without the presence of any such modifications or custom coding made to the Software. Licensee acknowledges that all Updates provided by Licensor will be cumulative in nature, and therefore Licensee shall permit the installation of all Updates provided by Licensor as soon as Licensor and Licensee mutually deem practical. Licensee further acknowledges that Licensor's ability to provide satisfactory Support and Maintenance is dependent on Licensee (i) accepting the installation of all Updates, and (ii) providing Licensor with the information necessary to replicate problems.

EXHIBIT 7

SERVICING AGREEMENT

This Servicing Agreement (this "Agreement") is entered into this 25 day of May, 2011 ("Effective Date") by and between TC Decision Sciences, LLC, a Delaware limited liability company ("AGENCY") and Great Plains Lending, LLC, a business entity duly organized under and recognized by the laws of the Otoe-Missouria Tribe of Indians ("CLIENT").

Recitals

A. WHEREAS, AGENCY has agreed to provide or arrange for the provision of outsourced customer support and collections services to CLIENT.

B. WHEREAS, CLIENT owns consumer loan accounts (the "Accounts") and desires to engage the services of AGENCY for providing customer support and collections services to those Accounts.

NOW THEREFORE, in consideration of the foregoing, the parties agree as follows:

Agreement

1. Services Performed. CLIENT shall utilize the outsourcing services (the "Services") of AGENCY or its designees in connection with CLIENT's servicing of the Accounts. CLIENT will from time to time provide AGENCY with information identifying and concerning such Accounts and specific services to be provided. AGENCY will provide customer support to those Accounts specified by CLIENT. AGENCY will adhere to customer support procedures provided by CLIENT and from time to time revised in writing. In addition, AGENCY will provide collections services to past due Accounts specified by CLIENT. AGENCY will adhere to collections procedures provided by CLIENT and from time to time revised in writing. AGENCY will provide Services according to the Service Levels defined in Exhibit 1.
2. Servicing Fees. In exchange for providing the Services, CLIENT shall pay AGENCY five dollars (\$5) per month per active Account (the "Servicing Fees"). Servicing Fees shall be billed on a monthly basis on or about the last day of each month. CLIENT shall pay AGENCY all Servicing Fees within thirty (30) days of date of invoice.
3. Waiver of Warranties. NEITHER PARTY PROVIDES ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, IN FACT OR IN LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. Limitation of Liability. EXCEPT FOR ANY ACTION RESULTING FROM NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS, NEITHER PARTY SHALL BE RESPONSIBLE OR HELD LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR SPECIAL DAMAGES, LOST PROFITS OR REVENUES.
5. It is AGENCY's sole responsibility to comply with all laws, rules and regulations related to AGENCY's program for the collection of any debt associated with the services contemplated in this Agreement. AGENCY shall defend, hold harmless and indemnify CLIENT, its affiliates and officers, for a violation by AGENCY of any collection law, including but not limited to the Fair Debt Collection Practices Act and any other applicable state or federal law. Effective Date,

Term, and Termination. This Agreement shall be effective as of the Effective Date and shall continue in effect until the first date upon which there is no remaining Accounts, unless it is terminated in accordance with this Section 5. Either party may terminate this Agreement, with or without cause, by providing ninety (90) days written notice to the other party. Termination will become effective on the ninety first (91st) day after such notice is given. CLIENT will be responsible for invoices for all Services up to and including the last day of Service.

6. Legal Relationship. It is understood that AGENCY and CLIENT shall be independent contractors. Notwithstanding the foregoing, the parties agree that Services contemplated to be undertaken shall be in CLIENT'S name and that AGENCY's employees shall represent themselves as representatives of CLIENT in furtherance of this Agreement.
7. Notices. Any such notice made under this Agreement shall be deemed to have been sufficiently given if either served personally or sent by recognized overnight courier addressed to the party at its address set forth below:

CLIENT: Great Plains Lending, LLC
8151 Highway 177
Red Rock, Oklahoma 74651

With a copy for information purposes to:

OMDA
Attn: Rebecca Bartlett
923 N. Robinson, Suite 500
Oklahoma City, OK 73102

AGENCY: TC Decision Sciences, LLC
Attention: Ken Rees, CEO
4150 International Plaza, Ste. 400
Fort Worth, Texas 76109

8. Other Agreements. This Agreement constitutes the entire agreement of the parties with respect to the specific subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to the specific subject matter hereof.
9. Waiver. Waiver by AGENCY or CLIENT of a breach of any provision hereto shall not be deemed a waiver of any future compliance with this Agreement, and such provisions shall remain in full force and effect.
10. Force Majeure. AGENCY shall be relieved from its responsibility to perform hereunder due to acts of God, acts of nature, acts of terrorism or war but only to the extent that such events prevent AGENCY from performing the Services. AGENCY will allocate its available production capacity to its clients on such terms as it may deem advisable and this Agreement may, at CLIENT's option, be terminated immediately upon notice to AGENCY. For purposes hereof, AGENCY's clients shall be deemed to include subsidiaries and affiliates of AGENCY.
11. Survival. All provisions of this Agreement relating to limitation of liability, confidentiality and non-disclosure, governing law and waiver of sovereign immunity shall survive the termination of this Agreement.

12. Headings Have No Legal Effect. The headings and captions of this Agreement are for convenience of reference only, and have no legal effect, and are not to be construed as defining or limiting, in any way, the scope or provisions of this Agreement.
13. Dispute Resolution. If either party believes that the other party has breached this Agreement, or in the event of any dispute hereunder including, but not limited to, any dispute over the proper interpretation of the terms and conditions hereof, the following procedures may shall be invoked:
 - a. The goal of the parties shall be to resolve all disputes amicably and voluntarily whenever possible. The party asserting breach or seeking an interpretation of this Agreement first shall serve written notice on the other party. The notice shall identify the specific Agreement provision alleged to have been violated or in dispute and shall specify in detail the asserting party's contention and any factual basis for the claim. Representatives of the parties shall meet within thirty (30) days of receipt of notice in an effort to resolve the dispute;
 - b. Either party may refer a dispute arising under this Agreement to arbitration under the rules of the American Arbitration Association ("AAA"), subject to enforcement or pursuant to review as provided in this Section 13 by a federal district court. The remedies available through arbitration are limited to enforcement of the provisions of this Agreement. The parties consent to the jurisdiction of such arbitration forum and court for such limited purposes and no other, and each waives immunity with respect thereto. One (1) arbitrator shall be chosen by the parties from a list of qualified arbitrators to be provided by the AAA. If the parties cannot agree on an arbitrator within ten (10) business days, then the arbitrator shall be named by the AAA. The expenses of arbitration shall be borne equally by the parties. The arbitrator shall apply Otoe-Missouria substantive law or, if not applicable, the substantive laws of the State of Oklahoma as well as the Federal Rules of Civil Procedure;
 - c. The party asserting breach or seeking an interpretation of this Agreement under this Section 11(a) shall be deemed to have certified that to the best of such party's knowledge, information, and belief formed after reasonable inquiry, the claim of noncompliance or the request for interpretation of this Agreement is warranted and made in good faith and not for any improper purpose, such as to harass or to cause unnecessary delay or the needless incurring of the cost of resolving the dispute. If the dispute is found to have been initiated in violation of this Section 13, then the arbitrator, upon request or upon his or her own initiative, may impose upon the violating party an appropriate sanction, which may include an award to the other party of its reasonable expenses incurred in having to participate in the arbitration; and
 - d. Either party may bring an action in a federal district court for the de novo review of any arbitration award under Section 13(b). The decision of the court shall be subject to appeal. Each party hereby waives any claim of immunity and consents to suit therein for such limited purposes. The parties hereby acknowledge that this express waiver extends only to actions brought by AGENCY, its successors and assigns (and not any other party) against CLIENT for claims of any kind arising under this Agreement. Nothing herein shall be construed to authorize a money judgment other than for damages for failure to comply with an arbitration decision requiring the payment of monies.

- e. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANYWAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.
- f. Limited Waiver of Tribal Sovereign Immunity. GP Lending irrevocably (i) waives any sovereign immunity and any other privilege that may be asserted from its status as an instrumentality or entity of the Otoe-Missouria Tribe of Indians and any defenses associated with such immunity or privilege from unconsented suit, and (ii) consents to any legal proceedings or alternative dispute resolution pursuant to this Agreement and the enforcement and collection of judgment or award, injunction, specific performance or declaratory relief, conditioned only upon following limitations: (a) this waiver is limited to the tribal entity, GP Lending, and does not extend to an action against the tribal government of the Otoe-Missouria Tribe of Indians, and shall not be deemed a waiver of the rights, privileges and immunities of the tribal government of the Otoe-Missouria Tribe of Indians, and (b) the waiver is limited to actions to (i) interpret or enforce the provisions of this Agreement, and (ii) enforce any agreement, order, judgment or ruling resulting from such an action including, but not limited to, any execution and collection of monetary damages.

14. Confidential and Proprietary Information.

A) AGENCY and CLIENT acknowledge that they may disclose ("Furnishing Party") to the other party ("Receiving Party"), information relating to Furnishing Party's business and operations that is confidential ("Confidential Information"). Receiving Party shall disclose such Confidential Information only to Receiving Party's officers, directors, employees, agents, affiliates and representatives who reasonably need to know such Confidential Information in the course and scope of Receiving Party's performance of the Services. Furthermore, Receiving Party shall give notice to its officers, directors, employees, agents, affiliates and representatives that such Confidential Information is to be regarded as confidential and therefore not to be shared with anyone not directly employed by Receiving Party without prior permission. Each party shall (i) keep the Confidential Information secure and confidential and (ii) treat all Confidential Information of Furnishing Party with the same degree of care as it accords its own Confidential Information, but in no event less than a reasonable degree of care.

B) The obligations set forth in Section 16(A) shall not apply to any (i) information that becomes generally available to the public other than as a result of unauthorized disclosure by Receiving Party; (ii) information that has been released without restriction by Furnishing Party; or (iii) information that was received by Receiving Party on a non-confidential basis, prior to receipt from Furnishing Party, from a third party lawfully possessing and lawfully entitled to disclose such information without the burden of confidentiality.

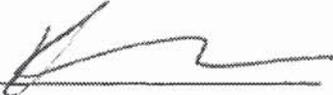
C) Compelled Disclosure. If Receiving Party is legally compelled (including, without limitation, by law, rule, regulation, stock exchange or governmental regulating or administrative or similar agency, as part of a judicial or administrative proceeding or otherwise, by deposition, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or otherwise) to disclose any Confidential Information, Receiving Party shall, to the extent permitted by law, promptly notify Furnishing Party to permit the Furnishing Party to seek a protective order or take other appropriate action. Receiving Party shall also cooperate in Furnishing Party's efforts to obtain a protective order or other reasonable assurance that the Confidential Information shall be treated confidentially. If, in the absence of a protective order, Receiving Party or its representatives are compelled as a matter of law to disclose the Confidential Information, Receiving Party may disclose to the party compelling disclosure only the part of the Confidential Information as is required by law to be disclosed.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

GREAT PLAINS LENDING, LLC

TC DECISION SCIENCES, LLC

By: 
John E. Shotton

By: 

Name: Chairman

Name: Kenneth E. Lee

Title: Chairman

Title: CEO

EXHIBIT 1 – SERVICE LEVELS

1 OVERVIEW

AGENCY shall be responsible for providing (i) project management, (ii) support personnel, (iii) training support, (iv) the technology infrastructure, and (v) facilities during the Hours of Operation as further defined herein to place outbound calls and receive inbound calls to provide customer support and collections services to a portfolio of accounts owned by CLIENT ("Accounts") and associated with the Great Plains Lending brand name.

2 SCOPE OF SERVICES

A) AGENCY shall:

- i) Provide voice call recording and the ability to transfer recorded calls electronically to CLIENT upon request;
- ii) Provide real time, dial-in capabilities to give CLIENT the ability to listen to live calls at any time dialing is occurring facilitated by an AGENCY employee; and
- iii) Provide an electronic solution for CLIENT to be able to securely retrieve electronic documents such as disposition files, recorded calls and reports and/or utilizing a secure communications channel which would be provided by CLIENT.

B) CLIENT shall:

- i) Designate key point(s) of contact to clarify and resolve questions;
- ii) Provide CLIENT applications, access to those applications and customer data retention at its data center.

3 BUSINESS REQUIREMENTS

Hours of Operation

Outbound calling shall be conducted during the following "Hours of Operation" are stated in local time at the called parties location:

- i) 8:00 a.m. - 9:00 p.m., Monday through Saturday; and
- ii) 8:00 a.m. - 8:00 p.m. Sunday.

Inbound calls for Customer Support shall be received and handled under current hours Monday through Friday 8:00 am ET to 10:00 pm ET and Saturday 9:00 am ET to 5:00 pm ET with intention to be handled 24x7 in the near future when volume dictates the need and justification for such coverage.

EXHIBIT 8

MARKETING AGREEMENT

This Marketing Agreement (this "Agreement"), effective as of May ²⁸ 2011 ("Effective Date"), between Great Plains Lending, LLC, an entity organized under and governed by the laws of the Otoe-Missouria Tribe of Indians ("GPL") and Tailwind Marketing, LLC, a Delaware limited liability company ("Tailwind"). Certain capitalized terms used herein shall have the meanings ascribed thereto in the "Certain Defined Terms," attached as Exhibit A.

Recitals

WHEREAS, the Otoe-Missouria Tribe of Indians is a federally recognized Indian tribe endowed with sovereignty that predates the United States Constitution and whose sovereignty is recognized in the Indian Commerce Clause of the United States Constitution, subsequent United States Supreme Court cases and by the United States Congress;

WHEREAS, the government of the Otoe-Missouria Tribe of Indians, operating under a tribal constitution, charters and operates businesses within the Indian Country of the Otoe-Missouria Tribe of Indians, including GPL;

WHEREAS, GPL (a) is a limited liability company formed under the laws of the Otoe-Missouria Tribe of Indians and ultimately wholly-owned and controlled by the tribal government, and (b) is operating completely within the Indian Country of the Otoe-Missouria Tribe and solely within the jurisdiction of the laws and courts of the Otoe-Missouria Tribe of Indians;

WHEREAS, in accordance with its established lending criteria as may be amended by GPL from time to time, GPL has all authority under the laws Otoe-Missouria Tribe of Indians to originate and extend short-term unsecured consumer loans (each, a "Loan") to consumers ("Borrowers") pursuant to Otoe-Missouria Tribal law. As transactions originated and transacted completely within the Indian Country of Otoe-Missouria Tribe of Indians, the Loans are governed solely by the laws of the Otoe-Missouria Tribe of Indians and are consensual agreements that consent to and are within the jurisdiction of the Otoe-Missouria tribal courts;

WHEREAS, GPL desires to use the services of Tailwind to provide marketing services as more particularly described herein, including, without limitation, marketing and/or identifying Access Channels (as defined below) for the Loans on GPL's behalf upon the terms and conditions stated herein;

WHEREAS, GPL and Tailwind agree that Tailwind's services under this Agreement are designed only to provide access to prospects to which GPL might consider making Loans, and GPL retains the exclusive authority to determine whether to make any Loan and all other business decisions inherent in operating GPL; and

WHEREAS, GPL and Tailwind are individually referred to as a "Party" and, collectively, the "Parties."

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. Responsibilities and Rights.

(a) Initial Cooperation. The Parties shall jointly create a marketing plan that includes an outline of the product launch, post-launch campaigns and other marketing and public relations activities.

(b) GPL Responsibilities. GPL shall offer Loans to Applicants (as defined in Section 2(a)) who apply at one or more approved websites or call centers or other marketing channels operated by or identified by Tailwind for the Loans and who, in the sole discretion of GPL, meet such credit standards and other qualifications. GPL shall have the exclusive right whether to make any Loans, shall not be required to make any Loans and, in its discretion, decline to offer a Loan to any particular Applicant (as defined below).

2. Tailwind's Responsibilities.

(a) General Duties of Tailwind; Standards of Performance. Tailwind shall perform services reasonably required to market Loans within the parameters established by GPL, via one or more websites, search engine optimization, call centers or other marketing channels ("Access Channels"), the Loans to be made by GPL through which applicants ("Applicants") may submit applications ("Applications") for Loans for consideration by GPL. In marketing the Loans, Tailwind shall in all material respects comply with applicable Law.

(b) Marketing of Loans.

(i) GPL authorizes Tailwind to identify Access Channels and market Loans to prospective Applicants via one or more Access Channels. Upon completion of certain information, Applicant will be directed to GPL's website or call center where the Applicant will complete and submit the Application. If GPL denies the Applicant, then GPL will notify Tailwind that the Loan was not funded and Tailwind may market other products to such Applicant. GPL hereby grants to Tailwind a non-exclusive license to reproduce the name, trade name, trademarks and logos of GPL (collectively, the "GPL Properties") during the term of this Agreement in connection with this Agreement on letters, print advertisements, the internet, television and radio communications and other advertising and promotional materials (all such letters, advertising and promotional materials incorporating GPL Properties and all related designs, artwork, logos, slogans, copy and other similar materials shall be referred to collectively herein as the "Promotional Materials"); *provided, however*, Tailwind shall submit all Promotional Materials to GPL for its written approval prior to any use thereof and GPL shall not unreasonably withhold or delay such approval. Regardless of whether they incorporate any GPL Properties, advertising and promotional materials for the Loans (A) shall prominently identify the maker of the Loans as GPL, (B) shall be accurate, (C) shall not be misleading, (D) shall comply with applicable Law and governmental requirements and (E) shall be submitted to GPL for prior approval, which approval shall not be unreasonably withheld or delayed. GPL shall be identified to Applicants and to Borrowers as lender and the creditor for all credit extended on the Loans.

(ii) Except as may be agreed by the Parties, Tailwind shall be responsible for all costs and expenses associated with advertising and developing and implementing any Promotional Materials including, but not limited to, (a) lead list acquisition, scrubbing and

management of lead lists, (b) preparation and distribution of product offerings and associated marketing materials, (c) development and placement of internet, print media, radio and television advertising, (d) website design and development and (e) payment of all compensation owed to third parties retained by or on behalf of Tailwind to perform services on behalf of Tailwind hereunder (each a "Third-Party Service Provider").

(c) Reports: Access to Books and Records and Employees.

(i) Tailwind shall provide to GPL reports reasonably required by GPL in order to maintain effective internal controls and to monitor results under this Agreement.

(ii) GPL shall have the right to conduct audits and/or compliance reviews of Tailwind, the services provided by Tailwind, and the records generated thereunder; provided, that the exercise of such audit and review rights by GPL shall be conducted during normal business hours in a manner which does not unreasonably interfere with Tailwind's normal business operations and customer and employee relations.

(iii) Tailwind shall notify GPL, within ten (10) business days of its receipt, of any complaints it receives from Borrowers and Applicants.

(d) Fees and Costs. In consideration for Tailwind's performance of its obligations under this Agreement, GPL shall pay Tailwind the amounts set forth on Exhibit B. GPL shall pay such amount monthly within thirty (30) calendar days after the end of each month. If GPL does not make any payment as and when due then, in addition to paying such amount, GPL shall also pay a late charge equal to the lesser of (i) one and one-half percent (1.5%) of the unpaid amount per month or portion thereof or (ii) the maximum late charge permitted by applicable Law until the unpaid amount is paid in full.

3. Representations and Warranties.

(a) GPL. GPL hereby represents and warrants to Tailwind as of the Effective Date that:

(i) GPL is a duly organized business entity, validly existing under the laws of the Otoe-Missouria Tribe of Indians and ultimately wholly-owned by the Tribal government, and is authorized to conduct its business as described in this Agreement. GPL has the power and authority and all requisite licenses, permits and authorizations under applicable law to execute and deliver this Agreement and perform its obligations contemplated hereunder. GPL operates within the Indian Country of the Otoe-Missouria Tribe of Indians.

(ii) GPL is authorized under applicable Law to make the Loans which comply with applicable law regarding such Loans to Borrowers and is not prohibited by applicable law to contract with a third-party to provide the services which Tailwind will provide under this Agreement.

(iii) This Agreement has been duly authorized, executed, and delivered by GPL and constitutes its legal, valid and binding agreement, enforceable against GPL in accordance with its terms.

(iv) The execution, delivery and performance of this Agreement by GPL does not violate or conflict with (A) any provision of the article of organization or other governance documents of GPL or (B) any applicable Law, or any order, arbitration award, judgment or decree to which GPL is a party or by which GPL or any of its assets may be bound.

(v) GPL shall comply with all aspects of the Confidential Information clause in Section 6. GPL shall immediately notify, and shall require that any Third-Party Service Provider immediately notify, Tailwind of any situation which may result in the loss or unauthorized disclosure of Customer Information and shall immediately provide Tailwind with (i) a list of the names of persons whose Customer Information has been disclosed or that may be disclosed, (ii) a description of the type and categories of the Customer Information that has been or may be disclosed and (iii) the circumstances underlying the unauthorized or potentially unauthorized disclosure. GPL shall and shall require each Third-Party Service Provider to cooperate with Tailwind and, at the direction of Tailwind, shall assist in notifying such customer or customers and shall take any other remedial action recommended by Tailwind and/ or required by applicable Law. GPL shall bear the expense of this notification, any out of pocket costs incurred by GPL including outside counsel fees, and other any other costs related thereto.

(b) Tailwind. Tailwind represents and warrants to GPL, as of the Effective Date that:

(i) Tailwind is duly organized and validly existing under the laws of the State of Delaware, and, prior to performing duties under this Agreement, shall be duly qualified to do business in all necessary jurisdictions as contemplated under this Agreement, and shall have all requisite consents, approvals, licenses, permits and authorizations under applicable Law to execute and deliver this Agreement and perform its obligations contemplated hereunder.

(ii) Tailwind has the limited liability company power and authority, and Tailwind shall have all requisite licenses, permits and authorizations to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized, executed and delivered by Tailwind and constitutes its legal, valid and binding agreement, enforceable against Tailwind in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization or other laws affecting creditors' rights and remedies generally and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

(iii) The execution, delivery and performance of this Agreement by Tailwind does not violate or conflict with (A) any provision of the governance documents of Tailwind or (B) any applicable Law, or any order, arbitration award, judgment or decree to which Tailwind is a party or by which Tailwind or any of its assets may be bound.

(iv) The execution, delivery, and performance of this Agreement does not violate, conflict with, permit the cancellation of, or constitute a default under any agreement to which Tailwind is a party or by which Tailwind is bound.

(v) Tailwind maintains, in accordance with commercially reasonable standards customarily in place in the credit marketing industry, offsite back-up storage for all electronic data and other information pertaining to the performance of its services pursuant to the Agreement.

(vi) Tailwind shall immediately notify GPL of any situation which may result in the loss or unauthorized disclosure of Customer Information and shall immediately provide GPL with (i) a list of the names of persons whose Customer Information has been disclosed or that may be disclosed, (ii) a description of the type and categories of the Customer Information that has been or may be disclosed and (iii) the circumstances underlying the unauthorized or potentially unauthorized disclosure. Tailwind shall cooperate with GPL and, at the direction of GPL, shall assist in notifying such customer or customers and shall take any other remedial action recommended by GPL and/ or required by applicable Law. Tailwind shall bear the expense of this notification, any out of pocket costs incurred by GPL including outside counsel fees, and other any other costs related thereto.

(vii) All actions taken by Tailwind, its employees, its agents and contractors shall comply with applicable Laws with respect to all other solicitation, marketing and advertising activities relating in any way to the Loans.

4. Term and Termination.

(a) The term of this Agreement shall commence as of the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). This Agreement will automatically renew for subsequent one (1) year periods (each a "Renewal Term") unless either Party provides written notice of termination to the other at least ninety (90) calendar days prior to the expiration of the Initial Term or any Renewal Term.

(b) Subject to the provisions in Section 11, this Agreement may be terminated upon the occurrence of one or more of the following events, within the time periods set forth below:

(i) If either Party breaches this Agreement including, without limitation, any breach of any representation, warranty or covenant contained herein, the non-breaching Party may immediately terminate this Agreement by providing written notice thereof to the breaching Party if such breaching Party does not cure such breach within thirty (30) calendar days after receipt of the written notice of the breach.

(ii) Upon the occurrence of an Insolvency Event (as defined below) by either Party, this Agreement shall automatically and immediately terminate. It shall constitute an insolvency event ("Insolvency Event") by GPL if GPL shall file for protection under the laws of the Otoe-Missouria Tribe, or GPL fails to pay its obligations as they become due. It shall constitute an Insolvency Event by Tailwind hereunder if Tailwind shall file for protection under any chapter of the federal Bankruptcy Code, an involuntary petition is filed against Tailwind under any such chapter and is not dismissed within thirty (30) calendar days of such filing, or a receiver or any Regulatory Authority takes control of Tailwind.

(iii) Tailwind may terminate this Agreement by giving written notice at least ninety (90) calendar days in advance of termination if GPL ceases to fund loans and GPL does not resume funding within such ninety (90) calendar day period. Further, if GPL changes its short term consumer lending program in a way that causes a material adverse effect on Tailwind then Tailwind may terminate this Agreement upon ninety (90) calendar days prior written notice to GPL if GPL fails to take steps reasonably requested by Tailwind to minimize the material adverse effect on Tailwind within such ninety (90) calendar day period.

(iv) This Agreement shall automatically terminate simultaneously with the termination of the (A) Consulting Agreement, (B) License Agreement or (C) Participation Agreement.

(v) In the event of an act of God or other natural disaster which makes the carrying out of this Agreement impossible, or if a Party's performance hereunder is rendered illegal or materially adversely affected by reason of changes in Law (either federal, state or tribal) applicable to the Loans or to either Party, or if a Party is advised in writing by any Regulatory Authority having or asserting jurisdiction over such Party or the Loans that the performance of its obligations under this Agreement is or may be unlawful, then the Party unable to perform, or whose performance has been rendered illegal or who has been so advised by a Regulatory Authority, may terminate this Agreement by giving written notice at least ninety (90) calendar days in advance of termination to the other Party, unless such changes in applicable Law or communication from such Regulatory Authority require earlier termination, in which case termination shall be effective upon such earlier required date.

(c) Upon termination or expiration of this Agreement, GPL shall pay Tailwind any fees that are then due and payable under this Agreement. In order to preserve the goodwill of each Party with its customers, both Parties shall act in good faith and cooperate in order to ensure a smooth and orderly termination of their relationship and the termination of the Loan origination contemplated hereunder. Upon the termination or expiration of this Agreement (other than a termination due to an Event of Default by Tailwind or in the event that Tailwind gives GPL notice of its intent not to renew this Agreement pursuant to Section 4(a)), GPL shall deliver, without charge, the list of all present and former Borrowers acquired under this Agreement, provided, however, that such list shall not include those Borrowers who have opted-out of such disclosure.

(d) Upon the termination or expiration of this Agreement, this Agreement shall become null and void and neither Party shall have any further liability with respect thereto, except for the provisions of Sections 2(c)(ii), 2(d), 4(c)-(e), 5, 6, 7, 8, 9, 10 and 11, which shall survive the termination of this Agreement.

(e) If an Event of Default has occurred and is continuing, the non-defaulting Party shall be entitled to pursue, either before or after termination, such rights and remedies as may be available at law and in equity, in addition to those rights and remedies specifically provided for under the terms of this Agreement.

5. Notices.

Any notice hereunder by a Party shall be given to the other Party at its address set forth below or at such other address designated by notice in the manner provided in this Section 5, by personal delivery, certified mail or private courier service, or by facsimile with a confirmation copy by first class mail, postage prepaid. Any notice shall be duly and properly given if delivered as described in this Section 5. Such notice shall be deemed to have been given (a) when received if by personal delivery or private courier service, (b) when faxed if by facsimile, and (c) three (3) calendar days after mailing, if sent by certified mail; provided, however, that any notice given by a Party changing its address for notice shall be deemed given only upon actual receipt by the other Party. Unless otherwise agreed, notice shall be sent to the contact persons at the addresses or facsimile numbers, as the case may be, set forth below:

If to Tailwind:

Tailwind Marketing, LLC
Attn: Ken Rees, President
4150 International Plaza, Suite 400
Fort Worth, Texas 76109
Telephone: (817) 546-2788
Facsimile: (817) 546-2688

with a copy to (which shall not constitute notice):

Coblentz, Patch, Duffy & Bass LLP
One Ferry Building, Suite 200
San Francisco, California 94111
Attn: Paul J. Tauber
Telephone: (415) 391-4800
Facsimile: (415) 989-1663

If to GPL:

Great Plains Lending, LLC
8151 Highway 177
Red Rock, Oklahoma 74651

With a copy for information purposes to:

OMDA
Attn: Rebecca Bartlett
923 N. Robinson, Suite 500
Oklahoma City, OK 73102

6. Confidentiality and Use of Customer Information.

(a) GPL shall own all information collected on the Application regarding all Applicants ("Applicant Information") including, without limitation, names, addresses, demographic information and financial information. Notwithstanding the foregoing, but subject to the restrictions set forth herein, Tailwind may use Applicant Information in connection with offering other products of Tailwind or its affiliates, provided that such use by Tailwind shall be consistent with the limitations imposed by the Gramm Leach Bliley Act ("GLBA") and other privacy Law applicable to Tailwind; provided, further, that Tailwind may not disclose or otherwise use any Applicant Information regarding any Applicant for any purpose other than performance of its obligations hereunder if such Applicant has elected to opt out of such sharing or is otherwise prohibited from such sharing by applicable Law. Subject to Section 4(c), Tailwind shall not disclose or otherwise use information concerning an Applicant, other than Applicant Information, that is received by Tailwind as a result of the Applicant's receipt of a Loan from GPL pursuant to this Agreement for any purpose other than to perform Tailwind's services as set forth in Section 2. Tailwind will ensure that any Third-Party Service Provider which has access to the Applicant

Information follows GLBA and other privacy Law applicable to such Third-Party Service Provider relating to Applicant Information and Customer Information. Even though GLBA may not be applicable, consistent with the limitations imposed by the GLBA and other privacy Law which may be applicable to GPL, GPL may use the Applicant Information for any Applicant to whom it extends a Loan, or considers extending a Loan, only for the purposes authorized by, and subject to the provisions of, this Agreement. Upon termination of this Agreement, GPL shall transfer the Applicant Information (except for Applicants that have elected to opt out of such sharing or are otherwise prohibited from such sharing by applicable Law) to Tailwind for future product offerings, on-going marketing, and servicing activities.

(b) Even though GLBA may not be applicable to GPL, GPL shall not target Borrowers for any solicitation of any product or service, and shall not provide any Applicant Information and/or any other non-public personal information as defined under the GLBA regarding any Borrower (collectively, "Customer Information") to any person or entity not a party to this Agreement, except (i) in connection with the servicing, collection and repayment of the Loans, (ii) to the extent required to do so under applicable Law or judicial, administrative or regulatory process or (iii) as expressly provided herein relating to Customer Information without the prior written consent of Tailwind. GPL shall ensure that its agents do not violate this provision.

(c) GPL and Tailwind shall treat in confidence the provisions of this Agreement and all documents, materials, and other information related to this Agreement including, but not limited to, all proprietary information, data, trade secrets, business information and other information of any kind whatsoever which (a) a Party ("Discloser") discloses, in writing to the other Party ("Recipient") or to which Recipient obtains access in connection with the negotiation and performance of this Agreement, and which (b) relates to (i) the Discloser, (ii) in the case of Tailwind or a Third-Party Service Provider, GPL and its customers and or affiliates, or (iii) consumers who have made confidential or proprietary information available to Tailwind or a Third-Party Service Provider, that were obtained during the course of negotiations leading to, and during the performance of, this Agreement (collectively "Confidential Information"), including without limitation the reports referenced in Section 2(c), and not to communicate Confidential Information to any third-party, except that Confidential Information may be provided to a Regulatory Authority having or asserting jurisdiction over a Party or a Party's affiliates, counsel, accountants, financial or tax advisors without the consent of the other Party; *provided* that such parties agree to hold such Confidential Information in confidence. As used herein, and for the avoidance of doubt, the term "Confidential Information" does not include information which (i) becomes generally available to the public other than as a result of a disclosure by a Party receiving such information (a "Restricted Party"), (ii) is independently developed by a Restricted Party without violating this Agreement, (iii) was available to the Restricted Party on a non-confidential basis prior to its disclosure to the Restricted Party, (iv) becomes available to the Restricted Party on a non-confidential basis from a source other than the other Party; *provided* that such source is not bound by a confidentiality agreement with the other Party or otherwise prohibited from transmitting the information to the Restricted Party by a contractual, legal or fiduciary obligation or (v) is required by Law to be disclosed.

(d) If a Restricted Party is requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to disclose any Confidential Information, then Restricted Party will provide the other Party with prompt notice of such request(s) so that the other Party may seek an appropriate protective order or other appropriate remedy and/or waive the Restricted Party's compliance with

the provisions of this Agreement. If the other Party does not seek such a protective order or other remedy, or such protective order or other remedy is not obtained, or the other Party grants a waiver hereunder, then Restricted Party may furnish that portion (and only that portion) of the Confidential Information which the Restricted Party is legally compelled to disclose and will exercise such efforts to obtain reasonable assurance that confidential treatment will be accorded any Confidential Information so furnished as a Restricted Party would reasonably exercise in assuring the confidentiality of any of its own Confidential Information.

(e) The Recipient of Customer Information shall not disclose or use such Customer Information other than to carry out the purposes for which the Discloser has provided the Customer Information, or for which one of its affiliates or agents disclosed such Customer Information to Recipient.

(f) Recipient shall not disclose any Customer Information other than on a "need to know" basis and then only, to the extent permitted by applicable Law, to: (1) affiliates of Discloser, provided that such affiliates shall be restricted in use and redisclosure of the Customer Information to the same extent as Discloser; (2) its employees, officers, auditors and attorneys; (3) affiliates of Recipient provided that such affiliates shall be restricted in use and redisclosure of the Customer Information to the same extent as Recipient; (4) to carefully selected subcontractors provided that such subcontractors shall have entered into a confidentiality agreement no less restrictive than the provisions of this Section 6; or (5) to independent contractors, agents, and consultants hired or engaged by Recipient, provided that all such persons are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section 6. The restrictions set forth herein shall apply during the Initial Term, any Renewal Terms, and after the termination of this Agreement. Solely for the purposes of this Section 6, all Borrowers shall be considered customers of GPL.

(g) Upon receiving personal information either directly or through an affiliate, Tailwind and GPL shall not disclose such information to any other person that is a nonaffiliated third-party of both GPL and Tailwind, unless such disclosure would be lawful if made directly to such other person by either Party.

7. Specific Performance in the Event of Breach.

The Parties agree that monetary damages would not be adequate compensation in the event of a breach by a Restricted Party of its obligations under Section 6 and, therefore, the Parties agree that in the event of any such breach the Restricted Party, in addition to its other remedies at law or in equity, shall be entitled to an order requiring the Restricted Party to specifically perform its obligations under Section 6 or enjoining the Restricted Party from breaching Section 6 without the necessity of posing a bond or other security, and the Restricted Party shall not plead in defense thereto that there would be an adequate remedy at law.

8. Indemnification.

(a) Tailwind hereby indemnifies and agrees to hold harmless GPL, its affiliates and the officers, directors, members, employees, representatives, shareholders, agents and attorneys of such entities (the "GPL Indemnified Parties") against any and all claims, losses, liabilities, damages, penalties, demands, judgments, settlements, costs and expenses ("Losses") suffered or incurred by such GPL Indemnified Parties as a result of, or with respect to, or arising from (i) any

breach by Tailwind of this Agreement or (ii) any Losses resulting from the theft of any Borrower personal identifying information from Tailwind.

(b) GPL hereby indemnifies and agrees to hold harmless Tailwind, its affiliates, and the officers, directors, members, employees, representatives, shareholders, agents and attorneys of Tailwind and its affiliates (the "Tailwind Indemnified Parties") against any and all Losses suffered or incurred by such Tailwind Indemnified Parties as a result of, or with respect to, or arising from (i) any breach of this Agreement by GPL or (ii) any burglary, fraud, theft, gross negligence or willful misconduct by GPL or its employees.

(c) The GPL Indemnified Parties and the Tailwind Indemnified Parties are sometimes referred to herein as the "Indemnified Parties" and Tailwind or GPL, as indemnitor hereunder, is sometimes referred to herein as the "Indemnifying Party". An Indemnified Party shall not be entitled to indemnity from an Indemnifying Party for its own costs and expenses incurred in defending itself against a claim brought against it by an Indemnifying Party.

(d) Any Indemnified Party seeking indemnification hereunder shall promptly notify the Indemnifying Party, in writing, of any indemnified Loss hereunder, specifying in reasonable detail the nature of the Loss, and, if known, the amount, or an estimate of the amount, of the Loss, provided that failure to promptly give such notice shall only limit the liability of the Indemnifying Party to the extent of the actual prejudice, if any, suffered by such Indemnifying Party as a result of such failure. The Indemnified Party shall provide to the Indemnifying Party as promptly as practicable thereafter information and documentation reasonably requested by such Indemnifying Party to support and verify the claim asserted.

(e) The Indemnifying Party may assume the defense of a claim which it is indemnifying, or prosecute a claim resulting from such indemnified claim, and may employ counsel chosen by the Indemnifying Party (which counsel shall be reasonably acceptable to the Indemnified Party), at the Indemnifying Party's sole cost and expense. The Indemnified Party shall have the right, at its own expense, to reasonably employ counsel separate from counsel employed by the Indemnifying Party in any such action and to participate therein; provided, however, that the Indemnifying Party shall be responsible for reasonable attorneys' fees and legal expenses relating to separate counsel retained by the Indemnified Party if the Indemnified Party reasonably concludes that the ability of the parties to prevail in the defense of any claim is materially improved if separate counsel represents the Indemnified Party. The Indemnified Party shall not be liable for any settlement of any claim effected without its prior written consent, which shall not be unreasonably withheld, it being understood that the Indemnifying Party shall have no right to object to any equitable relief the Indemnified Party may agree to provide. However, if the Indemnifying Party does not assume the defense or prosecution of a claim within thirty (30) calendar days after notice thereof, the Indemnified Party may settle such claim without the Indemnifying Party's consent. The Indemnifying Party shall not settle any claim which provides for any relief other than the payment of monetary damages by the Indemnifying Party without the Indemnified Party's prior written consent, which shall not be unreasonably withheld. Whether or not the Indemnifying Party chooses to so defend or prosecute such claim, the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith, all at the Indemnifying Party's sole cost and expense.

(f) Each Party knowingly, voluntarily and intentionally waives any right to claim for punitive damages in connection with any claim or dispute, action or proceeding against the other Party arising under or in connection with this Agreement, in tort, at law or in equity, or by virtue of any statute or otherwise.

9. Expenses.

Except as expressly provided to the contrary in this Agreement, each Party shall be responsible for all expenses incurred by it in the performance of its obligations under this Agreement, including any expenses incurred by it in performing its duties set forth in Sections 1 or 2, as the case may be.

10. Miscellaneous.

(a) Relationship. Neither the existence of this Agreement or any related agreements, nor their execution, is intended to be, nor shall it be construed to be, the formation of a partnership, joint venture or agency relationship between GPL and Tailwind. No employee of Tailwind shall be deemed to be an employee of GPL, nor shall any employee of GPL be deemed an employee of Tailwind.

(b) Entire Agreement. This Agreement and any related agreements supersede any negotiations, discussions or communications between GPL and Tailwind and constitute the entire agreement of GPL and Tailwind with respect to the specific subject matter hereof.

(c) Waiver. Failure of any Party to insist, in one or more instances, on performance by any other Party in accordance with the terms and conditions of this Agreement shall not be deemed a waiver or relinquishment of any right granted hereunder or of the future performance of any such term or condition or of any other term or condition of this Agreement unless and to the extent that such waiver is in a writing signed by or on behalf of the Party alleged to have granted such waiver.

(d) Assignment. This Agreement is for the sole and exclusive benefit of the Parties and shall not be deemed to be for the benefit of any third-party, including any Borrower. Neither Party shall assign any of its rights or delegate any of its obligations hereunder without the other Party's prior written consent, which shall not be unreasonably withheld or delayed, provided, however, that such prior written consent of GPL shall not be required in connection with the sale of all or substantially of Tailwinds assets or equity interests.

(e) Notice. Each party shall provide the other with written notice promptly (but not later than five (5) business days) after becoming aware of any threatened or actual investigation, regulatory action, arbitration, lawsuit, fees or penalties pertaining to the Loans, this Agreement or any similar marketing agreements of third-parties, the effect of which may materially impact the obligations or rights of the Parties under this Agreement.

(f) Each Party shall immediately disclose to the other Party any breaches in security with respect to its or any Third-Party Service Provider's operations, the identity or information regarding any Borrower or Applicant, or any breach relating to databases or information maintained by either Party or any Third-Party Service Provider with respect to Loans, Borrowers, or Applicants. Each Party shall immediately report to the other Party when any such

material intrusion has occurred, the estimated effect of the intrusion on the other Party and the Borrowers and Applicants, and the specific corrective actions taken or planned to be taken. In addition, each Party agrees that no Party or Third-Party Service Provider will make any material changes to its security procedures and requirements affecting the performance of its obligations hereunder which would materially lessen the security of its operations or materially reduce the confidentiality of any databases and information maintained with respect to the other Party, Borrowers, and Applicants without the prior written consent of the other Party.

(g) Headings. The headings and captions of the several sections and subsections of this Agreement are inserted for convenience only and shall not in any way affect the meaning or construction of any provision of this Agreement.

(h) Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Oklahoma, without regard to its principles of conflicts of laws.

(i) Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which is an original but all of which together shall constitute one and the same document. Signatures received by facsimile, PDF file and other electronic format shall be deemed to be originals.

11. **Dispute Resolution.**

(a) Dispute Resolution. If either Party believes that the other Party has breached this Agreement, or in the event of any dispute hereunder including, but not limited to, any dispute over the proper interpretation of the terms and conditions hereof, the following procedures shall be invoked:

(i) The goal of the Parties shall be to resolve all disputes amicably and voluntarily whenever possible. The Party asserting breach or seeking an interpretation of this Agreement first shall serve written notice on the other Party. The notice shall identify the specific Agreement provision alleged to have been violated or in dispute and shall specify in detail the asserting Party's contention and any factual basis for the claim. Representatives of the Parties shall meet within thirty (30) days of receipt of notice in an effort to resolve the dispute;

(ii) Either Party may refer a dispute arising under this Agreement to arbitration under the rules of the American Arbitration Association ("AAA"), subject to enforcement or pursuant to review as provided in this Section 11(a) by a federal district court. The remedies available through arbitration are limited to enforcement of the provisions of this Agreement. The Parties consent to the jurisdiction of such arbitration forum and court for such limited purposes and no other, and each waives immunity with respect thereto. One (1) arbitrator shall be chosen by the Parties from a list of qualified arbitrators to be provided by the AAA. If the Parties cannot agree on an arbitrator within ten (10) business days, then the arbitrator shall be named by the AAA. The expenses of arbitration shall be borne equally by the Parties. The arbitrator shall apply Otoe-Missouria substantive law or, if not applicable, the substantive laws of the State of Oklahoma as well as the Federal Rules of Civil Procedure

(iii) The Party asserting breach or seeking an interpretation of this Agreement under this Section 11(a) shall be deemed to have certified that to the best of such

Party's knowledge, information, and belief formed after reasonable inquiry, the claim of noncompliance or the request for interpretation of this Agreement is warranted and made in good faith and not for any improper purpose, such as to harass or to cause unnecessary delay or the needless incurring of the cost of resolving the dispute. If the dispute is found to have been initiated in violation of this Section 11(a), then the arbitrator, upon request or upon his or her own initiative, may impose upon the violating Party an appropriate sanction, which may include an award to the other Party of its reasonable expenses incurred in having to participate in the arbitration; and

(iv) Either Party may bring an action in a federal district court for the de novo review of any arbitration award under Section 11(a)(iii). The decision of the court shall be subject to appeal. Each Party hereby waives any claim of immunity and consents to suit therein for such limited purposes. The Parties hereby acknowledge that this express waiver extends only to actions brought by Tailwind, its successors and assigns (and not any other party) against GPL for claims of any kind arising under this Agreement. Nothing herein shall be construed to authorize a money judgment other than for damages for failure to comply with an arbitration decision requiring the payment of monies.

(b) Waiver of Rights to Trial By Jury. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT OR IN ANYWAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO WITH RESPECT TO THIS AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(C) Limited Waiver of Tribal Sovereign Immunity. GP Lending irrevocably (i) waives any sovereign immunity and any other privilege that may be asserted from its status as an instrumentality or entity of the Otoe-Missouria Tribe of Indians and any defenses associated with such immunity or privilege from unconsented suit, and (ii) consents to any legal proceedings or alternative dispute resolution pursuant to this Agreement and the enforcement and collection of judgment or award, injunction, specific performance or declaratory relief, conditioned only upon following limitations: (a) this waiver is limited to the tribal entity, GP Lending, and does not extend to an action against the tribal government of the Otoe-Missouria Tribe of Indians, and shall not be deemed a waiver of the rights, privileges and immunities of the tribal government of the Otoe-Missouria Tribe of Indians, and (b) the waiver is limited to actions to (i) interpret or enforce the provisions of this Agreement, and (ii) enforce any agreement, order, judgment or ruling resulting from such an action including, but not limited to, any execution and collection of monetary damages.

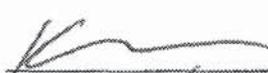
[Signature Page Follows]

IN WITNESS WHEREOF, GPL and Tailwind, intending to be legally bound hereby, have caused this Agreement to be executed by their duly authorized officers as of the Effective Date.

GREAT PLAINS LENDING, LLC. ("GPL")

TAILWIND MARKETING, LLC ("Tailwind")

By: 
Name: John R. Shotton
Its: Chairman
Date: 5-25-11

By: 
Name: Kenneth E. Rees
Its: CEO
Date: 5/25/11

EXHIBITS

Exhibit A: Certain Defined Terms
Exhibit B: Pricing

EXHIBIT A

CERTAIN DEFINED TERMS

"Consulting Agreement" shall mean that certain Consulting and Services Agreement, dated on or about the Effective Date, by and among GPL, TC Decision Sciences, LLC and Sentinel Resources, LLC.

"Disclosures" shall mean disclosures (a) required by applicable Otoe-Missouria law, and (b) outlined by the United States Truth-in-Lending Act and its implementing Regulation Z.

"Law" shall mean any applicable federal or state statutes, laws, regulations, interpretations, orders, court decisions or other applicable rules.

"License Agreement" shall mean that certain Software License and Support Agreement, dated on or about the Effective Date, by and between GPL and TC Decision Sciences, LLC.

"Loan Agreement" shall mean a Loan agreement between the Borrower and GPL that evidences a Loan.

"Loan Documents" shall mean all computer files representing Applications, all computer files of all Applications, Loan Agreements (including Disclosures), and other documents provided to or received from Borrowers.

"Participation Agreement" shall mean that certain Participation Agreement, dated on or about the Effective Date, by and between GPL Servicing Ltd. and GPL.

"Regulatory Authority" means the Otoe-Missouria Tribe Consumer Finance Services Regulatory Commission and any other governmental authority or agency having jurisdiction over either Party or the Loan program.

EXHIBIT B

PRICING

1. GPL will pay Tailwind a fee equal to One Hundred Dollars (US\$100) per Loan funded by GPL.

EXHIBIT 9

Great Plains Lending
Flow of Funds for Ongoing Loan Originations and Sales

Overview

Below is a simple overview of how funds will flow beginning with the initial deposit by GPLS through monthly payment of the cash revenue share:

1. GPL Servicing, Ltd. ("GPLS") will deposit \$1 million into a bank account ("Funding Account") owned by Great Plains Lending, Inc. ("GP Lending", a tribal entity). This amount is anticipated to cover 3 days of loan originations as well as the 1% ownership that GP Lending will retain. The amount of money in the Funding Account will be adjusted as needed as the loan portfolio grows.
2. GP Lending will begin to originate loans on a daily basis. The loans will fund out of their bank account to customer bank accounts via nightly ACH processing.
3. Two days after customer loans are approved, GP Lending will sell a 99% participation in those loans at book value to GPLS, which will deposit money into GP Lending's Funding Account (for the amount of the loan participations purchased that day). The proceeds from selling the participation interests will then be used by GP Lending to originate additional loans.
4. The bank for GP Lending will process customer payments on loans via ACH each day. Those payments will be deposited into the Collection Account.
5. TC Decision Science, a Think Finance subsidiary ("TCD") as the technology and services provider to GP Lending will distribute the payments related to the participation interest into GPLS's bank account. In addition, any payments by mail and credit card will ultimately be deposited into the GP Lending Collection Account and the participation interest distributed to the GPLS bank account.
6. Each month end a reconciliation of all cash revenue from the originated loans will be performed by GPLS. Revenue sharing will be remitted within 10 days of month end. The contracts stipulate that the full 100% revenue share is remitted by GPLS to GP Lending. GP Lending keeps 60% of the variable revenue share (and Sentinel Resources gets 40%). The variable revenue share is based on total outstanding loan balances and decreases from 10% down to 6% as outstandings increase over time.
7. As described in more detail in step 6 above, GP Lending then remits 40% of the variable revenue share to Sentinel Resources.
8. Each month end a reconciliation of total funded loans will be performed in order for Tailwind Marketing (a Think Finance entity) to bill GP Lending \$100 for each funded loan during the month for marketing services. TC Decision Sciences (a Think Finance entity) will bill GP Lending \$50 for each funded loan during the month for licensing services. These invoices are due 15 business days from month end.
9. Once GP Lending receives the invoices, they provide them to GPLS for reimbursement. GP Lending will be paid by GPLS within 10 business days of invoice receipt. Because of the time lags between when the reimbursements are made from GPLS and the bills are due to the Think Finance entities, there will be no out-of-pocket cash required from GP Lending.

EXHIBIT 10

EXECUTION VERSION**PARTICIPATION AGREEMENT (PLAIN GREEN)**

THIS PARTICIPATION AGREEMENT (PLAIN GREEN) (this "Agreement"), is made as of this 18th day of March, 2011 ("Effective Date"), by and among (a) GPL Servicing Ltd., a Cayman Islands exempted company incorporated with limited liability ("GPLS") and (b) Plain Green, LLC, a business entity duly organized under and recognized by the laws of the Chippewa-Cree Tribe of the Rocky Boy's Indian Reservation, Montana ("PGI"). Each party to this Agreement may be referred to herein as a "Party" or, collectively, as the "Parties."

Recitals

WHEREAS, the Chippewa-Cree Tribe of the Rocky Boy's Indian Reservation, Montana ("Tribe") is a federally recognized Indian tribe endowed with sovereignty that predates the United States Constitution and whose sovereignty is recognized in the Indian Commerce Clause of the United States Constitution, subsequent United States Supreme Court cases and by the United States Congress.

WHEREAS, the government of the Tribe operates businesses (including PGI) under a tribal constitution and tribal law within the boundaries of the Tribe.

WHEREAS, PGI is a limited liability company organized by the tribal government operating within the Indian Country of the Tribe under Tribal Law which is wholly-owned owned by the Tribe, operates as an arm of the Tribe, and explicitly possesses the sovereign immunity of the tribal government.

WHEREAS, PGI has all requisite authority under the laws of the Tribe to make Loans (as defined below) to Borrowers (as defined below). As transactions originated and transacted completely within the Indian Country of Tribe, these Loans are governed by the laws of the Tribe and are consensual agreements that consent to and are within the jurisdiction of the Tribe's tribal courts.

WHEREAS, PGI, operating completely within the boundaries of the Tribe, has made and will make Loans to Borrowers.

WHEREAS, PGI desires to sell and transfer certain undivided participation interests in some of the Loans (collectively, the "Participated Loans") to GPLS in accordance with the terms and conditions of this Agreement.

WHEREAS, GPLS may from time to time desire to acquire such undivided participation interests offered by PGA in such Participated Loans without recourse in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises and the covenants hereinafter set forth and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Agreement

1. Definitions. For the purposes of this Agreement, the following terms shall have the meanings indicated:

(a) “Affiliate” shall mean with respect to any Person, any Person directly or indirectly controlling, controlled by, or under common control with such other Person.

(b) “Agreement” has the meaning set forth in the introductory paragraph.

(c) “Annual Remittance Report” has the meaning set forth in Section 4(b).

(d) “Applicant” shall mean a prospective Borrower.

(e) “Book Value” shall mean the outstanding unpaid principal indebtedness plus any accrued interest on the Participated Loans.

(f) “Borrowers” shall mean any obligor on a Loan.

(g) “Business Day” shall mean a day other than a Saturday, Sunday or day on which the tribal government offices of the Tribe are closed.

(h) “Cash Revenue” shall mean all cash received for a given month from Borrowers on account of Participated Loans, except for any cash received during such month as repayment of the principal amount of any Participated Loans.

(i) “Confidential Customer Information” shall mean Customer Information or other information about Borrowers or Applicants that is required to be kept confidential by the Requirements.

(j) “Contingent Obligations” shall mean, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

(k) “Credit Agreement” shall mean that certain Credit Agreement, dated on or about the Effective Date, by and between Haynes Investments, Inc., a Texas corporation, and PSI.

(l) “Customer Information” shall mean nonpublic information relating to Borrowers or Applicants, including without limitation, names, addresses, telephone numbers, e-mail addresses, credit information, account numbers, social security numbers, loan balances or other loan information, and lists derived therefrom and any other information required to be kept confidential by the Requirements.

(m) “Daily Remittance Report” has the meaning set forth in Section 4(a).

(n) “Effective Date” has the meaning set forth in the introductory paragraph.

(o) “GAAP” shall mean United States of America generally accepted accounting principles, consistently applied.

(p) “Governmental Authority” shall mean the Tribe, federal or state government (or any political subdivision of any of the foregoing), and any agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, whether or not any such Governmental Authority has jurisdiction over PGI.

(a) “GPLS” has the meaning set forth in the introductory paragraph.

(b) “GPLS Collateral” has the meaning set forth in Section 18(c).

(c) “GPLS Indemnified Parties” has the meaning set forth in Section 20(a)(i).

(d) “GPLS Indemnifying Party” has the meaning set forth in Section 20(a)(ii).

(e) “GPLS Participation Percentage” shall mean ninety-nine percent (99.0%).

(f) “Hedging Obligations” shall mean, with respect to any specified Person, the obligations of such Person under: (i) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements; (ii) other agreements or arrangements designed to manage interest rates or interest rate risk; and (iii) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

(g) “Indebtedness” of a Person shall mean, without duplication (i) all indebtedness for borrowed money; (ii) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (including, without limitation, “capital leases” in accordance with GAAP) (other than trade payables and accrued expenses incurred in the ordinary course of business); (iii) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments; (iv) all obligations evidenced by notes, bonds or similar instruments whether convertible or not, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses; (v) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the PGI or bank under such agreement in the event of default are limited to repossession or sale of such property); (vi) all indebtedness referred to in clauses (i) through (v) above secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, lien, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness; (vii) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (i) through (vi) above; (viii) banker’s acceptances; (ix) the balance deferred and unpaid of the purchase price of any property or services due more than three months after such property is acquired or such services are completed; (x) Hedging Obligations; and (xi) obligations under convertible securities of such Person.

(h) “Indemnified Parties” has the meaning set forth in Section 20(a)(ii).

- (i) "Initial Term" has the meaning set forth in Section 16(a).
- (j) "Insolvency Event" has the meaning set forth in Section 16(b)(v).
- (k) "Laws" shall mean all applicable codes, statutes, laws, permits, rules, regulations, governmental requirements, ordinances, orders, policies, determinations, judgments, writs, injunctions, decrees and common law and equitable rules, causes of action, remedies and principles as the same may be amended, modified, supplemented or superseded from time to time.
- (l) "License Agreement" shall mean that certain License and Support Agreement, dated on or about the Effective Date, by and between PGI and TC Decision Sciences, LLC.
- (m) "Lien" shall mean any mortgage, lien, pledge, security interest, conditional sale or other title retention agreement, charge or other security interest or encumbrance of any kind, whether or not filed, recorded or otherwise perfected under applicable law, including any conditional sale or other title retention agreement or any lease or license in the nature thereof, any option or other agreement to sell or give a security interest in.
- (n) "Loan Documents" shall mean the loan agreements, notes and other documentation executed by the Borrowers to obtain Loans.
- (o) "Loan Schedule" shall mean with respect to each Loan: at a minimum (i) a loan identification number; (ii) the name of the Borrower, (iii) the amount financed; (iv) the finance charge; (v) the origination date; and (vi) the final maturity date.
- (p) "Loans" shall mean short-term consumer loans in a principal amount not exceeding \$2,500 with an initial term not exceeding 24 months.
- (q) "Marketing Agreement" shall mean that certain Marketing Agreement, dated on or about the Effective Date, by and between PGI and Tailwind Marketing, LLC.
- (r) "Master Participation Certificate" shall mean the certificate furnished by PGI to GPLS from time to time substantially in the form of Exhibit A attached hereto, which is deemed to be part of this Agreement.
- (s) "Material Adverse Effect" shall mean a material adverse effect on: (i) the business operations, properties, assets, condition (financial or otherwise) of PGI, as the case may be; (ii) the ability of PGI to fully and timely perform its obligations under this Agreement; (iii) the legality, validity, binding effect, or enforceability of this Agreement against PGI; or (iv) the rights, remedies and benefits available to GPLS or any of its Affiliates hereunder.
- (t) "Material Contract" shall mean any contract or other arrangement to which PGI is a party (other than this Agreement) for which breach, nonperformance, cancellation, termination or failure to renew could reasonably be expected to have a Material Adverse Effect.
- (u) "Monthly Remittance Report" has the meaning set forth in Section 4(b).
- (v) "Participated Loans" has the meaning set forth in the recitals.
- (w) "Participation Interest" has the meaning set forth in Section 2(a).

- (x) "Party" has the meaning set forth in the introductory paragraph.
- (y) "Person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or agency or political subdivision thereof.
- (z) "PGI Indemnified Parties" has the meaning set forth in Section 20(a)(ii).
- (aa) "PGI Indemnifying Party" has the meaning set forth in Section 20(a)(i).
- (bb) "PGI Lending" has the meaning set forth in the introductory paragraph.
- (cc) "Proceeding" shall mean any action, suit, proceeding, inquiry or investigation before or by any court, public board or government agency.
- (dd) "Program" shall mean a lending program for the solicitation, marketing, and origination of Loans pursuant to Program Guidelines.
- (ee) "Program Guidelines" shall mean those guidelines established by PGI for the administration of the Program, as amended, modified or supplemented from time to time by PGI.
- (ff) "Purchases" has the meaning set forth in Section 2(a).
- (gg) "Records" has the meaning set forth in Section 19(i).
- (hh) "Register" has the meaning set forth in Section 15(c).
- (ii) "Registrar" has the meaning set forth in Section 15(c).
- (jj) "Reimbursed Party" has the meaning set forth in Section 10(b).
- (kk) "Reimbursing Party" has the meaning set forth in Section 10(b).
- (ll) "Renewal Term" has the meaning set forth in Section 16(a).
- (mm) "Requirements" shall mean all Laws of the Tribe and any federal or state laws, rules and regulations applicable to PGI and the Program, and all other laws, regulations and guidelines that PGI irrevocably consents to adhere to as set forth in this Agreement.
- (nn) "Reserve Account" has the meaning set forth in Section 2(e).
- (oo) "Reserve Account Balance Requirement" has the meaning set forth in Section 2(e).
- (pp) "Securities" shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

(qq) “Service Fee” shall mean an amount equal to 4.5% of the Cash Revenue received by GPLS during each calendar month.

(rr) “Taxes” shall mean any present or future tax, levy, impost, duty, assessment, charge, fee, deduction or withholding of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed.

(ss) “Terrorism Laws” shall mean (i) the Trading with the Enemy Act, as amended, and each of the foreign assets control regulations of the United States of America Treasury Department and any other enabling legislation or executive order relating thereto, and (ii) the USA PATRIOT Act.

(tt) “Tribal Agency” shall mean any agency of the Tribe that has jurisdiction over PGI.

(uu) “Tribal Law” shall mean any law or regulation duly enacted by the Tribe.

(vv) “USA PATRIOT Act” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act, and the regulations adopted thereunder.

2. Participation Interests.

(a) Right to Purchase Participation Interests. During the term of this Agreement, GPLS or one or more of its Affiliates, shall have the non-exclusive right, but not the obligation, to purchase (each, a “Purchase”) undivided ninety-nine percent (99.0%) participation interests in the Loans and the applicable Loan Documents (each a “Participation Interest” and, collectively, the “Participation Interests”).

(b) Purchases and Sales of Participation Interests. On each Business Day, PGI shall provide a report of the Loans that were approved and funded by PGI which are eligible to be Participated Loans. In no event shall PGI sell any Participation Interests to GPLS for which the Loans shall have been outstanding for less than two (2) Business Days. If GPLS elects to make a Purchase, then PGI shall sell to GPLS, and GPLS shall purchase from PGI, such amount of Participation Interests as shall be specified by PGI at a purchase price (each, a “Purchase Price”) equal to (i) the GPLS Participation Percentage of the applicable aggregate Book Value of the Participated Loans and (ii) the agreement by GPLS to pay the Service Fee with respect to such Participated Loans. On each Business Day on which GPLS purchases a Participation Interest, PGI shall automatically be deemed to have sold, transferred, assigned, set over and conveyed to GPLS, without recourse, except as set forth herein and subject to the terms of this Agreement, such Participation Interest, and the rights, benefits and proceeds arising therefrom or in connection therewith, for the Purchase Price. The Purchase of the Participation Interests shall, to the extent permitted to be transferred under applicable law, include, to the extent of such Participation Interests, the proceeds of or arising out of all claims, suits, causes of action and any other right of PGI (in its capacity as a lender), whether known or unknown, or any of their respective affiliates, agents, representatives, contractors, advisors or any other Person arising under or in connection with the applicable Loan Documents or that is in any way based on or related to any of the foregoing or the loan transactions governed thereby including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and purchased pursuant to this Agreement. In no event shall PGI sell any Participation Interests to GPLS

for which the Participated Loans shall have been outstanding for less than two (2) Business Days. At the closing of each Purchase of Participation Interests hereunder, PGI shall (x) provide access or otherwise make available to GPLS or one of its designees all of the Loan Documents relating to the Participated Loans and (y) deliver to GPLS a Loan Schedule of such Participated Loans. Thereafter, for so long as any of such Participated Loans shall remain outstanding, PGI shall deliver to GPLS (A) on each Business Day, an updated Loan Schedule of such Participated Loans, and (B) not later than the fifth (5th) Business Day of each calendar quarter during the term of this Agreement, commencing with the calendar quarter beginning on July 1, 2011, a certification by an authorized officer of PGI as to the accuracy of each such Loan Schedule delivered to GPLS during the immediately preceding calendar quarter and that each of the Participated Loans described on each such Loan Schedule was made under the authority of a duly-authorized officer of PGI. PGI shall at all times maintain a minimum of a 1% interest in all Loans issued by PGI in which GPLS owns a Participation Interest.

(c) Ownership of Participation Interest. GPLS is, and shall be considered for all purposes as, the legal and equitable owner of a Participation Interest in each Participated Loan and the associated Loan Documents (to the extent of such Participation Interest) together with all of the rights, privileges and remedies applicable thereto (subject to the terms of this Agreement).

(d) Effect of Sale. THIS AGREEMENT INVOLVES A SALE OF A PARTICIPATION INTEREST IN THE PARTICIPATED LOANS AND THE LOAN DOCUMENTS AND SHALL IN NO WAY BE CONSTRUED AS A LOAN OR AN EXTENSION OF CREDIT BY GPLS TO PGI OR THE CREATION OF ANY OTHER RELATIONSHIP BETWEEN THE PARTIES.

(e) Intentionally Omitted.

(f) Reserve Account. PGI shall establish and maintain an account (“Reserve Account”) with a United States financial institution acceptable to GPLS, which Reserve Account shall contain a balance (the “Reserve Account Balance Requirement”) equal to Fifty Thousand Dollars (\$50,000). Such Reserve Account shall be funded equally by PGI and GPLS on a monthly basis in the amount of \$4,166.67 such that the entire amount is funded on or prior to the six (6) month anniversary hereof. The exclusive purpose of the Reserve Account is to provide a reserve for PGI to fund the costs of any litigation, defense, responses to Regulatory inquiries and other similar expenses arising out of the Program. The failure to meet and maintain the Reserve Account Balance Requirement after twenty (20) Business Days prior written notice to PGI from GPLS or to GPLS from PGI shall constitute grounds for termination of this Agreement pursuant to Section 10(b)(1). To the extent of any draws with respect to the Reserve Account, any deficit in the Reserve Account Balance Requirement shall be eliminated by additional equal funding from PGI and GPLS in accordance with the foregoing. Upon termination of this Agreement and after payment or reimbursement of any amounts due to PGI pursuant to Section 10, PGI shall promptly return one-half (1/2) of any remaining amounts held in the Reserve Account to GPLS.

(g) No Recourse. Each sale of Participation Interests by PGI to GPLS (i) is without recourse, representation or warranty of any kind, either expressed or implied, except as may otherwise be expressly contained herein, including, without limitation, the representations and warranties set forth in Section 11(a), and (ii) to the extent permitted to be transferred under applicable Law, includes all claims, suits, causes of action and any other right of PGI whether known or unknown, against, Borrowers or any of their respective affiliates, agents, representatives, contractors, advisors or any other Person arising under or in connection with the underlying Loan

Documents or that is in any way based on or related to any of the foregoing or the loan transactions governed thereby, including, without limitation, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold pursuant to this Agreement.

(h) Securities Laws. GPLS acknowledges and agrees that (i) the proposed sale of Participation Interests hereunder is a contractual relationship and does not involve, nor is it intended in any way to constitute, the sale of a “security” within the meaning of any applicable securities laws and (ii) it is not contemplated that any filing will be made with any regulatory agency or pursuant to the securities laws of any other jurisdiction in connection with the sale of Participation Interests hereunder.

(i) Termination of Origination of Loans. GPLS acknowledges and agrees that PGI may elect to reduce or suspend the origination of new Loans at any time.

(j) Rights and Remedies. In the event of an indemnifiable event as contemplated under Section 20(a) or in the event of any failure by GPLS to perform any of its obligations under this Agreement, PGI shall have all rights and remedies available under this Agreement at law and in equity.

(k) Investigation of Loans. GPLS has made such independent investigations as it deems to be warranted into the nature, validity, enforceability, collectability, and value of the Participation Interests and the Participated Loans, and all other facts it deems material to the purchase of the Participation Interests and is entering into this transaction solely on the basis of that investigation and GPLS’s own judgment, and is not acting in reliance on any representation made or information furnished by PGI, its employees, agents, representatives, or independent contractors (other than the representations and warranties of PGI contained in this Agreement). GPLS agrees and represents that the Loan Documents made available to it were an adequate and sufficient basis on which to determine whether and at what price to purchase the Participation Interests. GPLS has been urged, invited and directed to conduct and has conducted such due diligence review and analysis of the Participation Interests, the Participated Loans and the Loan Documents, and related information, together with such records as are generally available to the public from local, county, state and federal authorities, record-keeping offices and courts as GPLS deems necessary, proper or appropriate in order to make a complete informed decision with respect to the purchase and acquisition of the Participation Interests. **GPLS ACKNOWLEDGES AND AGREES THAT GPLS IS PURCHASING PARTICIPATION INTERESTS BASED UPON GPLS’S INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PARTICIPATION INTERESTS AND THE LOANS AND THAT GPLS IS RELYING UPON ITS OWN DETERMINATION OF THE QUALITY, VALUE, AND CONDITION OF THE PARTICIPATION INTERESTS AND THE LOANS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY PGI.**

(l) Information Sharing. With respect to the sharing of any Customer Information or Confidential Customer Information relating to any Borrower or Applicant with any affiliated or non-affiliated company, GPLS, its Affiliates and agents shall comply with the requirements of all laws of the United States of America even if such laws may not be applicable. Additionally, GPLS and its Affiliates and agents shall not sell, transfer or otherwise convey Customer Information to any other Person other than in connection with a subsequent sale of the Participation Interests to a third party subject to Section 15.

(m) Service Fee. The Service Fee shall be paid by GPLS to an account designated in writing by PGI on a monthly basis not later than ten (10) Business Days after the end of each month. Notwithstanding the foregoing, GPLS shall pay PGI a minimum amount equal to \$50,000 per month until such time as the Service Fee exceeds \$50,000 per month on a month to month basis. For purposes of clarification, the Parties agree that the Service Fee shall constitute compensation for services rendered by PGI Lending in connection with this Agreement.

3. Servicing and Administration.

(a) PGI's Charge-off Policy. PGI's policy regarding the charge-off of Loans shall be communicated in writing to GPLS from time to time.

(b) Servicing of Loans. PGI will service the Loans. In performing its duties as servicer of the Loans, PGI shall service and administer the Loans in accordance with the Program Guidelines, and in connection therewith, shall follow customary servicing procedures provided that notwithstanding the foregoing, except in the event that PGI is negotiating a payment plan or other workout of a Loan with a Borrower, PGI shall not otherwise reduce the interest rate on a Loan or the principal balance due on a Loan.

(c) Compliance Reviews and Audits. During the term of this Agreement and at all times thereafter, PGI shall have reasonable access to GPLS's offices, to the books and records of GPLS (to the extent that such books and records pertain to the Participated Loans), to the officers, employees and accountants of GPLS, and to the computer files containing copies of the Loan Documents, all for the same purposes of ensuring that GPLS is complying fully with its obligations under this Agreement. In addition, and not as a limitation of the foregoing, PGI shall have the right, from time to time during the term of this Agreement, to conduct audits and/or compliance reviews of GPLS and the records generated hereunder at GPLS's expense; *provided*, that the exercise of such audit and review rights by PGI shall be conducted during normal business hours in a manner which does not unreasonably interfere with GPLS's normal business operations and customer and employee relations. For purposes of clarification, the obligations of GPLS and rights of PGI under this Section 3(c) shall apply solely with respect to GPLS and not, for purposes of clarification, with respect to any of its Affiliates.

4. Distributions.

(a) Distribution of Payments. By the close of business on each Business Day, with respect to any payments received with respect to a Participated Loan, such payments shall be automatically deposited into an account at a financial institution mutually acceptable to GPLS and PGI. The financial institution shall be directed, pursuant to a daily remittance report (a "Daily Remittance Report"), to transfer the appropriate monies received to GPLS with respect to monies due to it pursuant to its Participation Interests, with the balance paid to PGI, each to deposit accounts as directed by PGI and GPLS, respectively. The Daily Remittance Report shall be in a format mutually acceptable to the Parties.

(b) Periodic Reports. Not later than the fifth (5th) Business Day of each month during the term of this Agreement, PGI will furnish to GPLS a monthly remittance report (a "Monthly Remittance Report") in a format agreed to by the parties, as to the last day of the preceding month. In addition, not more than sixty (60) days after the end of each calendar year during the term of this Agreement, PGI will furnish to GPLS an annual remittance report (an "Annual Remittance Report")

with the format agreed to by the parties as to the prior calendar year. In addition, PGI shall provide GPLS with such information concerning the Loans as is necessary for GPLS to prepare its federal or other applicable income tax return as GPLS may reasonably request from time to time. Reports provided to GPLS pursuant to this Section 4(b) shall be accompanied by a certification by an authorized officer of PGI as to the accuracy of the report.

5. Interests of the Parties.

(a) Collections of Payments. PGI shall have the exclusive right to collect all sums due from a Borrower or any guarantors, third parties, or otherwise on account of each Loan, including, but not limited to, any principal, interest, late charges, origination fees, or other fees or penalties, whether such sums are received directly from a Borrower, any guarantors, or any other Persons, or as amounts payable by exercise of any right held by PGI of any kind against the deposits, accounts, moneys or other property of Borrower or against any guarantors or any other Persons.

(b) Duties of PGI as Custodian.

(i) PGI shall hold the Loan Documents as custodian for the benefit of GPLS and PGI, and PGI shall maintain such accurate and complete accounts, records and computer systems pertaining to the Loan Documents indicating GPLS's Participation Interest with respect to the Participated Loans and otherwise as shall enable PGI to comply with this Agreement. PGI shall act with reasonable care in performing its duties as custodian.

(ii) PGI shall maintain the Loan Documents at its principal office or at such other office as shall be specified to GPLS by written notice not later than ten (10) Business Days prior to any change in location. PGI shall make available to GPLS or its duly authorized representatives, attorneys or auditors a list of locations of the Loan Documents and the related accounts, records and computer systems maintained by PGI at such times during PGI's normal business hours as GPLS shall reasonably instruct, which does not unreasonably interfere with PGI's normal operations or customer or employee relations.

6. Bookkeeping Entries. The sale of a Participation Interest in each Participated Loan shall be reflected on PGI's balance sheet and other financial statements as a sale of assets by PGI to GPLS. PGI shall be responsible for maintaining a complete set of books and records for the Participated Loans which shall be clearly marked to reflect the sale of each Participation Interest in each Participated Loan to GPLS and the ownership in each Participation Interest by GPLS.

7. Information. Subject to any applicable Requirements or any Governmental Authority restricting disclosure and confidentiality provisions of this Agreement, PGI shall from time to time make available to GPLS or its duly authorized representatives, attorneys or auditors, upon written request and within a reasonable time, the following: (i) the Loan Documents and such other information regarding the Loans as is then available to PGI regarding the status of payments of principal, interest, finance charges and any other applicable charges collected from the Borrower; and (ii) such other information regarding the Loans as may be currently required by applicable Requirements or any Governmental Authority in effect during the life of this Agreement. PGI hereby authorizes GPLS or any of its designees to verify or discuss with PGI any matter relating to any Participated Loan in person, by mail, by telephone or otherwise. PGI shall cooperate fully with GPLS and its designees in an effort to facilitate and promptly conclude any such verification or discussion process.

8. Privacy. GPLS shall not distribute any Customer Information received from PGI (or copies thereof) to any Person, except (A) as required by applicable Requirements or any applicable Governmental Authority, (B) as permitted by applicable Requirements to its Affiliates or (C) to its attorneys, accountants, and other parties to whom disclosure is required pursuant to litigation to enforce this Agreement or to defend the same, or in connection with tax filings. GPLS shall treat as confidential and shall not disclose or otherwise make available any Customer Information received from PGI with respect to any Borrower, customer or consumer, except in accordance with PGI's privacy policy.

9. Security of Customer Information. PGI and GPLS shall implement and maintain administrative, technical and physical safeguards designed to ensure the security of Customer Information pursuant to the Requirements including, but not limited to, the following: (i) access controls on information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent its representatives from providing Customer Information to unauthorized individuals who may seek to obtain this information through fraudulent means; (ii) access restrictions at physical locations containing Customer Information, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals; (iii) encryption of electronic Customer Information, including while in transit or in storage on networks or systems to which unauthorized individuals may have access; (iv) procedures designed to ensure that information system modifications are consistent with the information security measures; (v) dual control procedures, segregation of duties, and employee background checks for representatives with responsibilities for or access to Customer Information; (vi) monitoring systems and procedures to detect actual and attempted attacks on or intrusions into information systems; (vii) response programs that specify actions to be taken when PGI or GPLS detects unauthorized access to information systems, including immediate reports to the other parties; (viii) measures to protect against destruction, loss or damage of Customer Information due to potential environmental hazards, such as fire and water damage or technological failures; (ix) training staff to implement the information security measures; (x) regular testing of key controls, systems and procedures of the information security measures by independent third parties or staff independent of those that develop or maintain the security measures; and (xi) appropriate measures to completely and permanently destroy consumer information by shredding, permanently erasing, or otherwise permanently rendering consumer information inaccessible and illegible. Each of PGI and GPLS shall respond promptly and thoroughly to any requests for information concerning the respective information security measures implemented by such party.

10. Costs and Expenses; Setoff Rights.

(a) No Party shall be responsible for any other Party's costs, expenses, liabilities and disbursements incurred or paid in connection with this Agreement, or matters relating to or arising therefrom; provided, however, that GPLS will reimburse PGI all reasonable out-of-pocket expenses in connection with the transactions contemplated by this Agreement including, but not limited to, expenses arising under the Credit Agreement, Marketing Agreement and License Agreement, legal and due diligence costs, direct marketing expenses, licensing expenses, actual NSF charges, service fees, credit scoring costs, identity verification costs, Teletrack fees, trademark and URL fees, and other related expenses incurred by PGI. PGI will submit an invoice to GPLS for these charges on a monthly basis, which invoice shall be paid within ten (10) calendar days of receipt; provided, however, that any Tax or fee imposed pursuant to any tribal authority on either PGI or GPLS in connection with the Participation Interests or the transactions contained in and contemplated by this

Agreement, will be paid by PGI. PGI shall promptly reimburse GPLS if any such Tax or fee is paid by GPLS.

(b) In the event that either Party (a "Reimbursing Party") fails to reimburse when due the other Party (a "Reimbursed Party") for any expenses or other amounts required to be reimbursed by such Reimbursing Party to the Reimbursed Party, the Reimbursed Party shall have the right to set off against any payments then due or to become due from the Reimbursing Party to the Reimbursed Party under this Agreement (including, without limitation, (i) in the event PGI shall be the Reimbursed Party, any payments received by PGI on account of the Participated Loans, and (ii) in the event GPLS shall be the Reimbursed Party, the Service Fee).

11. Representations and Warranties.

(a) The representations and warranties made by PGI shall not merge into any document associated herewith and shall survive and continue until the termination of this Agreement; provided, that the representations and warranties contained in Sections 11(a)(i), (ii), (iii), (iv), (v), (vi), (viii) and (ix) hereof shall survive such termination indefinitely, and all of such representations and warranties made by PGI shall be enforceable at law or in equity against PGI, its successors and assigns, by GPLS and its Affiliates, successors and assigns. PGI hereby makes the following representations and warranties to GPLS as of the date hereof and as of the date of each Purchase:

(i) Organization and Good Standing. PGI is a business entity duly formed under the laws of and operating within the Indian Country of the Tribe as an arm of the Tribe possessing all sovereign immunity of the Tribe, validly existing and in good standing under the laws of the Tribe and has full power, authority and the legal right to own its properties and conduct its business as now conducted, and to execute, deliver and perform its obligations under this Agreement;

(ii) Due Qualification. PGI (A) has obtained all licenses and approvals as required under the Tribe's Laws and (B) is in compliance with its organizational documents and (C) will maintain in good standing under the Tribe's Laws;

(iii) Due Authorization; Enforceability. PGI has the full power and authority to execute and deliver this Agreement and to perform all its obligations hereunder, including, without limitation, selling and transferring the Participation Interests hereunder. PGI has secured all necessary tribal government approvals for the irrevocable limited waiver of sovereign immunity contained in this document. The execution, delivery and performance of this Agreement by PGI including, without limitation, the sale and transfer of the Participation Interests hereunder, have been duly authorized by all necessary action on its part and do not and will not contravene any provision of its organizational documents. This Agreement has been duly executed and delivered by PGI and constitutes the legal, valid and binding obligation of PGI, enforceable against PGI in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and/or other similar laws and general equitable principles;

(iv) Arm of the Tribe. PGI is a wholly-owned entity of the Tribe that is validly recognized as an arm of the Tribe. PGI was created pursuant to the constitution and laws of the Tribe, is directly owned and operated by the Tribe, and the activities of PGI inure to the benefit of the Tribe in its sovereign capacity by furthering the Tribe's exercise of its right to self-government, its administration of all tribal affairs to the best advantage of the individual members of the Tribe, and

preserving and increasing tribal resources. Each Loan has been approved and made within the Indian Country of the Tribe;

(v) No Waiver of Sovereign Immunity as to the Participation Interests, the Loans or the Borrowers. Except as provided for and then limited only to the extent specified in this Agreement and the agreements between PGI and the Borrowers, PGI has not, either by express agreement or by its actions, waived its sovereign immunity with regard to such transactions, and it has acted at all times in a manner consistent with preserving the application of Tribal Law, Tribal jurisdiction and Tribal Sovereign Immunity and jurisdiction to and over the Loans;

(vi) No Conflict. The execution, delivery and performance by PGI of this Agreement and the transactions contemplated hereby do not violate, conflict with or result in a breach or default under the organizational documents of PGI or any Requirements applicable to PGI or any agreement or other document to which PGI is a party or by which it or any of its property is bound;

(vii) No Proceeding. There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or threatened against PGI which would have a Material Adverse Effect on the transactions contemplated by, or PGI's ability to perform its obligations under this Agreement;

(viii) Criminal Matters; Tax Liens; Proceedings and Judgments. Neither PGI nor any of its officers, directors, members or managers has been subject to any of the following:

(A) Criminal conviction (except minor traffic offenses and other petty offenses);

(B) Tax liens for amounts which are past due and which are not being contested in good faith by appropriate proceedings for which adequate reserves made in accordance with GAAP are being maintained;

(C) Administrative or enforcement proceedings commenced by Office of the Tribal Secretary/Treasurer of the Tribe or any governmental entity (whether or not such entity has jurisdiction over PGI, including but not limited to the Securities and Exchange Commission, any state securities regulatory authority, or the Federal Trade Commission).

(D) Restraining order, decree, injunction, or judgment entered in any proceeding or lawsuit alleging fraud on the part of PGI or any principal thereof;

(ix) Participation Interests. Each of the Participation Interests to be transferred by PGI hereunder has been duly authorized and, upon such transfer in accordance with the terms hereof, shall be validly transferred free from all Taxes, Liens and charges with respect to the transfer thereof. Upon receipt of the Participation Interests hereunder, GPLS will be vested with good and marketable title thereto, free and clear of all Taxes, Liens and charges with respect to the transfer thereof;

(x) No Consents. PGI is not required to obtain any consent, authorization, approval, order, license, franchise, permit, certificate or accreditation of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or

authority or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by this Agreement;

(xi) Equity Capitalization of PGI. All of the outstanding equity interests of PGI have been duly authorized, validly issued and are owned by the Tribe;

(xii) Indebtedness and Other Contracts. Except as disclosed on Schedule 11(a)(xii), PGI (A) has no outstanding Indebtedness, (B) is not a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument could reasonably be expected to result in a Material Adverse Effect or (C) is not in violation of any term of or in default under any Material Contract that could reasonably be expected to result in, either individually or in the aggregate, a Material Adverse Effect;

(xiii) Creation, Perfection, and Priority of Liens. If, notwithstanding the Parties' intent and belief, based on the advice of counsel and their independent analyses, the sale to GPLS of Participation Interests pursuant to this Agreement is held or deemed not to be an absolute sale or is held or deemed to be a pledge of security for a loan, Section 18(c) of this Agreement is effective to create in favor of GPLS a legal, valid, binding, and upon the filing of the appropriate financing statements (such filing locations to be at the sole discretion of GPLS), enforceable perfected first priority security interest and Lien in the entire right, title and interest of PGI in and to the GPLS Collateral;

(xiv) Absence of Litigation. There is no Proceeding pending or, to the knowledge of PGI, threatened in writing against or affecting PGI which (A) could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect, (B) if adversely determined, could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect or (C) questions the validity of this Agreement or any of the transactions contemplated hereby or thereby or any action taken or to be taken pursuant hereto or thereto;

(xv) No Undisclosed Events, Liabilities, Developments or Circumstances. No event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to PGI or its business, properties, prospects, operations or financial condition, that would reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect;

(xvi) Tax Status. PGI (A) has made or filed all foreign, federal, state and tribal income and all other material tax returns, reports and declarations required by any jurisdiction to which it is subject, except prior to the date hereof where any failure to do so did not result in any material penalties to PGI, (B) has paid all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and for which an adequate reserve has been established on its books in accordance with GAAP, and (C) has set aside on its books adequate reserves in accordance with GAAP for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be delinquent by the taxing authority of any jurisdiction (other than those being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and subject to adequate reserves taken by PGI as shall be required in conformity with GAAP), and the officers of PGI know of no basis for any such claim;

(xvii) Conduct of Business; Regulatory Permits. PGI is not in violation of any term of or in default under its certificate of formation or operating agreement or other governing documents. PGI is not in violation of any judgment, decree or order or any statute, ordinance, rule or regulation applicable to PGI (A) purporting to enjoin or restrain the execution, delivery or performance of this Agreement, or directing that the transactions provided for herein not be consummated as herein provided, or (B) to the extent any such violation would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. PGI possesses all material consents, authorizations, approvals, orders, licenses, franchises, permits, certificates and accreditations necessary to conduct its business as required by the Tribe, and PGI has not received any notice of proceedings relating to the revocation or modification of any such consents, authorizations, approvals, orders, licenses, franchises, permits, certificates, accreditations or permits. PGI is in compliance with all laws, rules, regulations and ordinances of all applicable Governmental Authorities, including, without limitation, all applicable state regulatory and similar laws, rules, regulations and orders, except to the extent any such non-compliance would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect;

(xviii) Intentionally Omitted;

(xix) Disclosure. Notwithstanding any other provision of this Agreement, all disclosures provided to GPLS regarding PGI, its business and properties, and the transactions contemplated hereby and thereby furnished by or on behalf of PGI, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, taken as a whole and in the light of the circumstances under which they were made, not materially misleading. To its knowledge, no materially adverse event or circumstance has occurred or information exists with respect to PGI or any of its business, properties, prospects, operations or condition (financial or otherwise), which has not been disclosed to GPLS;

(xx) Terrorism Laws. To the extent applicable, PGI is in compliance, in all material respects, with all Terrorism Laws; and

(xxi) Taxes. Currently no Taxes or fees are imposed pursuant to any tribal authority on either PGI or GPLS in connection with the Participation Interests or the transactions contained in and contemplated by this Agreement. In the event any tribal authority imposes any Taxes or fees upon either PGI or GPLS, PGI will bear the entire burden of such Taxes or fees and shall reimburse GPLS for such.

(b) The representations and warranties made by GPLS shall not merge into any document associated herewith and shall survive and continue until the termination of this Agreement and shall be enforceable at law or in equity against GPLS, its successors and assigns, by PGI and its successors and assigns; provided, any such assigns shall have affirmed in writing to PGI its intent to be bound by the terms hereof. GPLS hereby makes the following representations and warranties to PGI as of the date hereof and as of the date of each Purchase:

(i) Organization and Good Standing. GPLS is an exempted company duly formed with limited liability under the laws of the Cayman Islands, validly existing and in good standing under the laws of the Cayman Islands and has full power, authority and the legal right to own its properties and conduct its business as now conducted, and to execute, deliver and perform its obligations under this Agreement;

(ii) Due Qualification. GPLS is in compliance with its organizational documents;

(iii) Due Authorization; Enforceability. GPLS has the full power and authority to execute and deliver this Agreement and to perform all its obligations hereunder. The execution, delivery and performance of this Agreement by GPLS have been duly authorized by all necessary corporate action on its part and do not and will not contravene any provision of its organizational documents. This Agreement has been duly executed and delivered by GPLS and constitutes the legal, valid and binding obligation of GPLS, enforceable against GPLS in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and/or other similar laws and general equitable principles;

(iv) No Conflict. The execution, delivery and performance by GPLS of this Agreement and the transactions contemplated hereby do not violate, conflict with or result in a breach or default under the organizational documents of GPLS or any other regulation applicable to GPLS or any agreement or other document to which GPLS is a party or by which it or any of its property is bound;

(v) No Proceeding. There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or threatened against GPLS which would have a material adverse effect on the transactions contemplated by, or GPLS's ability to perform its obligations under this Agreement;

(vi) GPLS Accepts "As-Is" Condition. EXECUTION OF THIS AGREEMENT SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY GPLS THAT THE PURCHASE OF EACH PARTICIPATION INTEREST WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR OTHERWISE (OTHER THAN THE REPRESENTATIONS AND WARRANTIES OF PGI CONTAINED IN THIS AGREEMENT) IN AN "AS-IS", "WITH ALL FAULTS" CONDITION BASED SOLELY ON GPLS'S OWN INSPECTION. GPLS acknowledges and agrees that PGI has nor does represent, warrant or covenant the nature, accuracy, completeness, enforceability or validity of any of the Participation Interests, the Participated Loans or Loan Documents. All documentation, information, analysis and/or correspondence, if any, which is or may be sold, transferred, assigned and conveyed to GPLS with respect to any and all Participation Interests, Loans or the Loan Documents are done so on an "as is" basis, with all faults;

(vii) Independent Investigation. GPLS represents and warrants to PGI that GPLS based its decision to purchase each Participation Interest solely upon GPLS's investigation and evaluation of the Participation Interests, the Participated Loans and each Borrower's creditworthiness, to the extent deemed necessary or advisable by GPLS, and not in reliance on any information, representation or advice provided by PGI. GPLS further warrants that it will, without reliance on PGI's advice and analysis and based on such documents and information as GPLS deem appropriate at the time, continue to make its own investment decisions in connection with the Participation Interests, the Participated Loans and the purchase of Participation Interests; and

(viii) Investment Representation. GPLS hereby represents and warrants to PGI that (A) the purchase of Participation Interests is a legal investment for GPLS under applicable laws, (B) GPLS has acquired and is acquiring the Participation Interests for its own account and not with a view to the sale, transfer or other distribution thereof other than in accordance with the exercise of any contractual rights of redemption it may have, (C) GPLS realizes that the Participation Interests

are not registered under any securities laws, (D) GPLS understands that its purchase of Participation Interests involves a high degree of risk, (E) GPLS has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of the purchase of Participation Interests hereunder, (F) GPLS can afford a complete loss of the sums advanced and to be advanced hereunder, (G) GPLS acknowledges that it has been offered an opportunity to ask questions of and receive answers from officers of PGI concerning all material aspects of this Agreement, the Participation Interests and the Participated Loans, and that any request for such information has been fully complied with to the extent PGI possesses such information or can acquire it without unreasonable effort or expense and (H) GPLS recognizes that no governmental agency has passed upon the Participation Interests, the Participated Loans or this Agreement or made any finding or determination as to their fairness.

12. Covenants of PGI. Until this Agreement shall have terminated:

(a) Notices from Governmental Authority or Threat or Initiation of Litigation or Arbitration. PGI will deliver to GPLS, within five (5) Business Days of the date of receipt, (i) any notice of actual or threatened adverse action issued by any Tribal Agency or Governmental Authority, whether or not such state or federal regulatory has jurisdiction over PGI, the Participation Interests or the Loans, and (ii) notice of any actual or threatened litigation or arbitration with respect to any third party with respect to the Program.

(b) Mergers; Acquisitions and Asset Sales. PGI shall not enter into any transaction of merger or consolidation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease or sub lease (as lessor or sublessor), exchange, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any part of its business, the Loans or any of its other assets, property or equity Securities of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, whether now owned or hereafter acquired, or acquire by purchase or otherwise (other than purchases or other acquisitions of inventory, materials and equipment in the ordinary course of business) the business, property or fixed assets of, or stock or other evidence of beneficial ownership of, any Person or any division or line of business or other business unit of any Person.

(c) Other Information. PGI will deliver to GPLS:

(i) subject to limitations imposed by applicable law, PGI will deliver to GPLS promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of PGI (other than any routine inquiry); and

(ii) such other information, documents and data with respect to PGI as from time to time may be reasonably requested by GPLS.

(d) Prohibition Against Liens. PGI shall not, directly or indirectly create, incur, assume or permit to exist any Lien on or with respect to any of the Loans or the Reserve Account or any income or profits therefrom, or file or permit the filing of, or permit to remain in effect, any financing statement or other similar notice of any Lien with respect to the Loans or the Reserve Account or any income or profits therefrom, under the UCC of any State or under any similar recording or notice statute.

(e) Prohibition Against Indebtedness. PGI shall not, directly or indirectly, create, incur, assume or guaranty, or otherwise become or remain directly or indirectly liable with respect to any Indebtedness secured by a Lien on the Loans or the Reserve Account or any income or profits therefrom.

(f) Books and Records; Inspections.

(i) PGI shall (A) keep adequate books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (B) permit any representatives designated by GPLS (including any consultants, accountants, lawyers and appraisers retained by GPLS) to visit and inspect any of the properties of PGI, to inspect, copy and take extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers and independent accountants, all upon reasonable prior written notice and at such reasonable times during normal business hours and as often as may reasonably be requested and by this provision PGI authorizes such accountants to discuss with GPLS and such representatives the affairs, finances and accounts of PGI. PGI acknowledges that GPLS, after exercising its rights of inspection, may prepare certain reports pertaining to PGI's assets for internal use by GPLS.

(ii) Without limiting the foregoing, GPLS may, at GPLS's sole cost and expense, make test verifications of the Loans in any manner and through any medium that GPLS considers advisable, and PGI shall furnish all such assistance and information as GPLS may require in connection therewith.

(g) Compliance with Laws. PGI shall comply with all applicable Requirements.

(h) No Further Negative Pledges. PGI shall not enter into, assume or become subject to any agreement (other than this Agreement) prohibiting or otherwise restricting the existence of any Lien upon the Loans, or any income or profits therefrom, or requiring the grant of any security with regard to the Loans, or any income or profits therefrom, for any obligation.

(i) Existence and Maintenance of Properties. PGI shall maintain and preserve (i) its existence and good standing in the jurisdiction of its organization and (ii) its qualification to do business and good standing in each jurisdiction where the nature of its business makes such qualification necessary (other than such jurisdictions in which the failure to be so qualified or in good standing could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect). PGI shall maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear excepted, all material properties used or useful in the business of PGI and from time to time will make or cause to be made all appropriate repairs, renewals and replacements thereof.

(j) Modification of Organizational Documents, Loan Documents and License Agreement. PGI shall not, without the prior written consent of GPLS (which consent shall not be unreasonably withheld or delayed), permit any of (i) its charter or other organizational documents or (ii) the Loan Documents to be amended or modified in any respect adverse to GPLS. PGI shall not, without the prior written consent of GPLS, permit the License Agreement to be amended, modified or terminated. PGI shall promptly give written notice to GPLS of any change in the Constitution of the Tribe or any tribal ordinances, law or regulations that will affect this transaction or the Loans, and such notice shall include copies of all changes thereto.

13. Covenants of GPLS. Until this Agreement shall have terminated:

(a) Notices from Governmental Authority or Threat or Initiation of Litigation or Arbitration. GPLS will deliver to PGI, within five (5) Business Days of the date of receipt, (i) any notice of actual or threatened adverse action issued by any Tribal Agency or Governmental Authority, whether or not such state or federal regulatory has jurisdiction over GPLS, the Participation Interests or the Participated Loans, and (ii) notice of any actual or threatened litigation or arbitration with respect to any third party with respect to the Program.

(b) Other Information. GPLS will deliver to PGI:

(i) subject to limitations imposed by applicable law, GPLS will deliver to PGI promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of GPLS (other than any routine inquiry); and

(ii) such other information, documents and data with respect to GPLS as from time to time may be reasonably requested by PGI.

(c) Books and Records; Inspections.

(i) GPLS shall (A) keep adequate books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (B) permit any representatives designated by PGI (including any consultants, accountants, lawyers and appraisers retained by PGI) to visit and inspect any of the properties of GPLS, to inspect, copy and take extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers and independent accountants, all upon reasonable prior written notice and at such reasonable times during normal business hours and as often as may reasonably be requested and by this provision GPLS authorizes such accountants to discuss with PGI and such representatives the affairs, finances and accounts of GPLS. GPLS acknowledges that PGI, after exercising its rights of inspection, may prepare certain reports pertaining to GPLS's assets for internal use by PGI.

(ii) Without limiting the foregoing, PGI may, at PGI's sole cost and expense, make test verifications of the Loans in any manner and through any medium that PGI considers advisable, and GPLS shall furnish all such assistance and information as PGI may require in connection therewith.

(d) Compliance with Relevant Laws and Rules. GPLS will comply with all applicable Requirements, including all privacy laws, which apply to GPLS's performance obligations under this Agreement.

14. The Master Participation Certificate; Quarterly Attestations. The Master Participation Certificate for the Participation Interests shall be substantially in the form annexed hereto as Exhibit A and shall, on original issue, be executed and delivered by PGI, to GPLS upon the payment by GPLS of the purchase price for the initial Purchase made by GPLS hereunder, and shall be executed by PGI; thereafter, PGI shall deliver to GPLS by no later than the fifth (5th) Business Day of each calendar quarter during the term of this Agreement, commencing with the calendar quarter beginning

on July 1, 2011, an updated Master Participation Certificate evidencing all subsequent Purchases made in the preceding calendar quarter.

15. Right of Transfer.

(a) GPLS and any of its Affiliates which make Purchases hereunder may, upon prior written notice to PGI, assign the Participation Interests and/or their respective rights under this Agreement to any other entity subject to such assignee agreeing in writing to be bound by the terms set forth in this Agreement, subject to Sections 15(b) and 15(c).

(b) Upon the transfer by GPLS or any of their respective Affiliates of any of the Participation Interests and/or their respective rights under this Agreement pursuant to Section 9(a), GPLS or any of their respective Affiliates which transfer such Participation Interests and/or rights under this Agreement shall have no further obligations hereunder with respect to such Participation Interests or rights provided that such assignee shall have agreed in writing to be bound by the terms set forth in this Agreement. Similarly, after any such assignment, PGI will have no right to enforce any provision of this Agreement against GPLS or its Affiliates, as assignors, and shall look to the assignee as the counterparty to this Agreement.

(c) PGI (the "Registrar") shall maintain at an office located in the United States a copy of the issuance and each assignment of the Participation Interests delivered to the Registrar and a register (the "Register") for the recordation of the names and addresses of the original owners and assignees, and the principal amount of Participation Interests held by the original owner and each assignee thereof from time to time. The Register may be in electronic form. The entries of the Register shall be conclusive, and the Registrar, GPLS and all of its assignees shall treat each Person whose name is recorded in the Register pursuant to these terms as the owner of such principal amount of Participation Interests for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be kept confidential. Any fees and expenses of the Registrar for its services shall be charged to the registered owner of the Participation Interests and not to PGI.

16. Termination.

(a) The term of this Agreement shall commence as of the Effective Date and shall continue for a period of three (3) years (the "Initial Term"). This Agreement will automatically renew for subsequent one (1) year periods (each a "Renewal Term") unless either Party provides written notice of termination to the other at least ninety (90) calendar days prior to the expiration of the Initial Term or any Renewal Term.

(b) Subject to the provisions of Section 19(c), this Agreement may also be terminated upon the occurrence of one or more of the following events, within the time periods set forth below:

(i) If either Party breaches this Agreement in any material respect, including, without limitation, any breach of any representation, warranty or covenant contained herein in any material respect, the non-breaching Party may immediately terminate this Agreement after providing written notice of such breach to the breaching Party and if such breaching Party does not cure such breach within thirty (30) calendar days after receipt of the written notice of the breach.

(ii) GPLS may terminate this Agreement by giving written notice at least ninety (90) calendar days in advance of termination if PGI ceases to fund Loans and PGI does not resume

funding within such ninety (90) calendar day period. Further, if PGI changes the Program in a way that causes a material adverse effect on GPLS then GPLS may terminate this Agreement upon ninety (90) calendar days prior written notice to PGI if PGI fails to take steps reasonably requested by GPLS to minimize the material adverse effect on GPLS within such ninety (90) calendar day period.

(iii) This Agreement shall automatically terminate simultaneously with the termination of the (A) Credit Agreement, (B) Marketing Agreement or (C) License Agreement.

(iv) Either Party may terminate this Agreement at any time upon at least 90 days prior written notice to the other Party.

(v) This Agreement shall terminate upon the occurrence of an Insolvency Event (as defined below) by either Party. It shall constitute an insolvency event (“Insolvency Event”) by PGI if PGI shall file for protection under the laws of the Tribe, or PGI fails to pay its obligations as they become due. It shall constitute an Insolvency Event by GPLS hereunder if GPLS shall file for protection under Part V of the Cayman Islands Company Law or similar law, an involuntary petition is filed against GPLS under any such laws and is not dismissed within thirty (30) calendar days of such filing, or a receiver or any Governmental Authority takes control of GPLS.

(vi) In the event of an act of God or other natural disaster which makes the carrying out of this Agreement impossible, or if a Party’s performance hereunder is rendered illegal or materially adversely affected by reason of changes in Law (either federal, state or tribal) applicable to the Participation Interests, the Participated Loans or to either Party, or if a Party is advised in writing by any Governmental Authority having or asserting jurisdiction over such Party, the Participation Interests or the Loans that the performance of its obligations under this Agreement is or may be unlawful, then the Party unable to perform, or whose performance has been rendered illegal or who has been so advised by a Governmental Authority, may terminate this Agreement by giving written notice at least ninety (90) calendar days in advance of termination to the other Party, unless such changes in applicable Law or communication from such Governmental Authority require earlier termination, in which case termination shall be effective upon such earlier required date.

17. Effect of Agreement and Relationship of Parties; Integration. This Agreement is not intended to constitute, and shall not be construed to establish, a partnership or joint venture among any of the Parties. The Parties will have no obligations or responsibilities to each other except as specifically stated herein.

18. Intention of the Parties.

(a) The relationship between the Parties hereunder is not intended to be that of debtor and creditor. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity.

(b) It is the intention of the Parties that the sale of the Participation Interests pursuant to this Agreement shall be an absolute sale, without recourse, of the Participation Interests (and the Parties agree to treat the transfer of the Participation Interests as an absolute sale rather than a secured financing), which includes interests in the Participated Loans to the extent of the Participation Interests and the GPLS Participation Percentage.

(c) If, notwithstanding the Parties' intent and belief, based on the advice of counsel and their independent analyses, the sale to GPLS of Participation Interests pursuant to this Agreement is held or deemed not to be an absolute sale or is held or deemed to be a pledge of security for a loan, PGI and GPLS intend that the rights and obligations of the Parties shall be established pursuant to the terms of this Agreement and that, in such event, PGI shall be deemed to have assigned and granted to GPLS a security interest in and, as of the date of this Agreement, does hereby assign and grant to GPLS a security interest in, the Participation Interests, which includes the GPLS Participation Percentage in the Participated Loans and all proceeds thereof (collectively, the "GPLS Collateral"), it being the intention of the Parties that such assignment and security interest shall be, upon the filing of the appropriate financing statement in the appropriate office (s) (such filing location(s) to be at the sole discretion of GPLS), perfected and of first priority under applicable law. In such event, with respect to the GPLS Collateral, this Agreement shall constitute, and hereby is, a security agreement under applicable law.

(d) PGI hereby authorizes GPLS to file financing statements in form and content reasonably acceptable to PGI with the appropriate filing offices to evidence the sale of the Participation Interests to GPLS hereunder and to perfect the assignments of the Participation Interests to GPLS as a first priority security interest.

(e) PGI and GPLS each acknowledge and agree that it is the intention of the Parties that PGI is the sole lender of the Participated Loans, and GPLS shall not assert that it is the lender of the Participated Loans in connection with any litigation, regulatory purpose or any other purpose.

(f) In connection herewith the Parties state and affirm that:

(i) PGI retains sole authority to establish underwriting criteria with respect to the Loans in accordance with the Program Guidelines;

(ii) PGI is identified in all Loan Documents as the sole lender and that no other party is identified as a lender;

(iii) PGI underwrites each refinancing of an existing Loan at such time as application for such refinancing is received and prior to the time that any additional grant of credit is made;

(iv) an officer of PGI or his or her designee acting within the boundaries of the Indian Country of the Tribe makes the final determination as to whether to issue a Loan or refinancing; and

(v) PGI has the right to handle and resolve all consumer complaints received by PGI.

19. Miscellaneous.

(a) Notices. Except as otherwise expressly provided herein, all notices required or agreed to be given pursuant hereto shall be in writing and shall be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third (3rd) Business Day after deposit in the United States of America mail certified, postage prepaid, return receipt requested, (iii) if by facsimile or e-mail, upon sender's transmission, or (iv) if delivered

by reputable overnight express courier, freight prepaid, the next Business Day after delivery to such courier. Notices shall be addressed to the Parties as set forth below:

If to GPLS:

GPL Servicing Ltd.
c/o Victory Park Capital Advisors, LLC
227 W. Monroe Street, Suite 3900
Chicago, Illinois 60606
Telephone: (312) 705-2786
Facsimile: (312) 701-0794
Attention: Scott Zemnick, Esq.
E-Mail: szemnick@vpcadvisors.com

with a copy (for informational purposes only) to:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661
Telephone: (312) 902-5297 and (312) 902-5495
Facsimile: (312) 902-1061
Attention: Mark R. Grossmann, Esq. and Scott E. Lyons, Esq.
E-Mail: mg@kattenlaw.com
scott.lyons@kattenlaw.com

If to PGI:

Plain Green, LLC
93 Mack Road, Suite 600
Box Elder, Montana 59521
Facsimile: (406) 352-3314
Attention: Neal Rosette, Sr., Chief Executive Officer
E-Mail: neal@facrllc.com

with a copy (for informational purposes only) to:

Haynes Investments, Inc
5909 Luther Lane
Suite 1704
Dallas, Texas 75225
Attention: Stephen Haynes
Facsimile No.: (214) 774-9199

And

Pepper Hamilton LLP
1313 Market Street
Suite 5100
Wilmington, DE 19801
Facsimile: 302-421-8390
Attention: Richard P. Eckman, Esq.
E-Mail: eckmanr@pepperlaw.com

The Parties may change their addresses for notice by serving written notice upon all other Parties.

(b) Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts including via facsimile or other electronic means, each of which counterparts, when so executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute but one and the same agreement. A copy of an executed signature page to this Agreement delivered by any Party hereto via facsimile or by other electronic means shall be deemed effective on the date of such delivery.

(c) Dispute Resolution. If either Party believes that the other Party has breached this Agreement, or in the event of any dispute hereunder including, but not limited to, any dispute over the proper interpretation of the terms and conditions hereof, the following procedures shall be invoked:

(i) The goal of the Parties shall be to resolve all disputes amicably and voluntarily whenever possible. The Party asserting breach or seeking an interpretation of this Agreement first shall serve written notice on the other Party. The notice shall identify the specific Agreement provision alleged to have been violated or in dispute and shall specify in detail the asserting Party's contention and any factual basis for the claim. Representatives of the Parties shall meet within thirty (30) days of receipt of notice in an effort to resolve the dispute;

(ii) Either Party may refer a dispute arising under this Agreement to arbitration under the rules of the American Arbitration Association ("AAA"), subject to enforcement or pursuant to review as provided in this Section 19(c) by a federal district court. The remedies available through arbitration are limited to enforcement of the provisions of this Agreement. The Parties consent to the jurisdiction of such arbitration forum and court for such limited purposes and no other, and each waives immunity with respect thereto. One (1) arbitrator shall be chosen by the Parties from a list of qualified arbitrators to be provided by the AAA. If the Parties cannot agree on an arbitrator within ten (10) Business Days, then the arbitrator shall be named by the AAA. The expenses of arbitration shall be borne equally by the Parties. The arbitrator shall apply the substantive laws of the State of Delaware as well as the Federal Rules of Civil Procedure;

(iii) The Party asserting breach or seeking an interpretation of this Agreement under this Section 19(c) shall be deemed to have certified that to the best of such Party's knowledge, information, and belief formed after reasonable inquiry, the claim of noncompliance or the request for interpretation of this Agreement is warranted and made in good faith and not for any improper purpose, such as to harass or to cause unnecessary delay or the needless incurring of the cost of resolving the dispute. If the dispute is found to have been initiated in violation of this Section 19(c),

then the arbitrator, upon request or upon his or her own initiative, may impose upon the violating Party an appropriate sanction, which may include an award to the other Party of its reasonable expenses incurred in having to participate in the arbitration;

(iv) Either Party may bring an action in a federal district court for the de novo review of any arbitration award under Section 19(c)(ii). The decision of the federal district court shall be subject to appeal. PGI also waives any obligation to participate in or exhaust any tribal court remedies. PGI agrees that it shall not initiate any action against GPLS, or its members or affiliates, in any tribal court or tribal forum, and waives to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in the courts referenced above, including any claim that the action has been brought in an inconvenient forum; and

(v) To effectuate the provisions in Section 19(c)(iv), GPLS hereby waives any claim of immunity and consents to suit in the United States federal courts for such limited purposes. PGI waives any claim of immunity and consents to suit therein for such limited purposes pursuant to section (d) below. The Parties hereby acknowledge that this express waiver extends only to actions brought by GPLS, its successors and assigns (and not any other party) against PGI for claims of any kind arising under this Agreement. Nothing herein shall be construed to authorize a money judgment other than for damages for failure to comply with an arbitration decision requiring the payment of monies.

(d) Limited Waiver of Tribal Sovereign Immunity. PGI irrevocably (i) waives any sovereign immunity and any other privilege that may be asserted from its status as an instrumentality or entity of the Tribe and any defenses associated with such immunity or privilege from unconsented suit and (ii) consents to any suit or any other legal proceedings, alternative dispute resolution, arbitration, enforcement and collection of judgment or award, injunction, specific performance, or declaratory relief conditioned only upon following limitations: (a) this waiver is limited to the tribal entity, PGI, and does not extend to an action against the tribal government of the Tribe, and shall not be deemed a waiver of the rights, privileges and immunities of the tribal government of the Tribe, and (b) the waiver is limited to actions to (i) interpret or enforce the provisions of this Agreement, and (ii) enforce any agreement, order, judgment or ruling resulting from such an action including, but not limited to, any execution and collection of monetary damages.

(e) Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) Complete Agreement; Successors and Assigns. This Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof and supersedes all existing agreements and all oral, written, or other communications between the Parties concerning its subject matter. The Parties make no representations or warranties to each other, except as specifically set forth in or specified by this Agreement. All prior representations and statements made by any Party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns; provided, that PGI may not assign any of its rights or obligations hereunder without the express written consent of GPLS, and any such assignment by PGI shall be void *ab initio*.

(g) Waivers and Amendments. No delay on the part of a Party in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by such Party of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by each of the Parties.

(h) References to Sections and Agreement; Captions. Unless otherwise indicated either expressly or by context, any reference in this Agreement to a “Section” shall be deemed to refer to a Section to this Agreement. All references herein to this Agreement shall, as of any time after the date hereof, be deemed to include all amendments hereto which have been made prior to such time in accordance with Section 19(f). Section captions, headings and titles used in this Agreement are for convenience only, and shall not affect the construction of this Agreement.

(i) Confidentiality. All oral and written information about each of the Parties, their respective businesses and customers, and this Agreement (collectively, the “Records”), are valuable and proprietary assets. Each of the Parties (and each of their respective employees and agents) shall treat the Records as strictly confidential and, except as expressly authorized hereunder, will not disclose such Records to any Person (other than its Affiliates and, in the case of GPLS, to proposed transferees of the Participation Interests) or use such Records other than in accordance therewith. Each Party will use its best efforts to ensure that its employees and agents maintain such confidentiality. Each Party will notify the other Parties immediately upon receiving a subpoena or other legal process about any other Party’s Records and will cooperate with the other Parties to comply with or oppose the subpoena or legal process. This Section 19(i) will not apply to information, documents, and material that are in or enter the public domain other than through a wrongful act or omission of a Party.

(j) Jury Waiver. THE PARTIES HEREBY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE PARTIES EACH REPRESENT TO EACH OTHER THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL WITHOUT A JURY.

(k) Compliance with Law and Regulation. The performance of each of the Parties under this Agreement is subject to all applicable Requirements and each Party covenants to comply with all applicable Requirements and the lawful and reasonable actions or requests of duly authorized Governmental Authorities in connection with the matters contemplated by this Agreement. If any Party becomes aware of any change in any Requirement affecting the performance of obligations by any Party under this Agreement, it shall promptly thereafter provide written notice of the same to the other Parties, provided that the failure to provide such notice shall not relieve any Party of its obligation to comply with all applicable Requirements as may change from time to time. Nothing in this Agreement shall be construed as compelling any Party to act in violation of any applicable Requirements.

(l) Limitations on Liability/Waiver of Claims. The Parties knowingly, voluntarily and intentionally waive any right to claim for punitive damages in connection with any claim or dispute,

action or proceeding against any other Party arising under or in connection with this Agreement, in tort, at law or in equity, or by virtue of any statute or otherwise.

(m) Provision of Information. Until this Agreement shall have terminated, PGI shall, to the extent not prohibited by any applicable Requirement, in addition to the foregoing, furnish to GPLS upon reasonable advance request such additional reports or information, including, without limitation, updated financial data or credit reports or information required by any applicable Requirements, and copies of such documents as may be contained in the loan file for each Loan. All such reports, documents or information shall be provided by and in accordance with all reasonable written instructions and directions that GPLS may give.

(n) Survival. Except as otherwise expressly provided herein, the provisions of Sections 1, 2(j), 2(k), 4(a), 8, 9, 10, 11, 19 and 20 shall survive any termination or expiration of this Agreement.

(o) Cooperation. Each Party shall cooperate in good faith regarding the implementation of the transactions contemplated by this Agreement.

20. Indemnification Provisions.

(a) Indemnity.

(i) By PGI. PGI (the “GP Indemnifying Party”) shall indemnify and hold harmless GPLS, its Affiliates and their respective members, managers, officers, directors, trustees, agents and employees (collectively, “GPLS Indemnified Parties”), from and against any claims, loss, cost, liability, damage or expense (including, without limitation, reasonable attorney’s fees and costs of suits) that arise out of or relate to (A) any breach by the GP Indemnifying Party of its express representations, warranties, covenants or other responsibilities set forth in this Agreement or (B) any willful misconduct or gross negligence by the GP Indemnifying Party or any of its officers, directors, agents, employees, representatives or assignees with respect to the Participation Interests. The GP Indemnifying Party shall not be liable to any GPLS Indemnified Party for the foregoing to the extent the Losses arise from any such GPLS Indemnified Party’s gross negligence or willful misconduct, as determined by final non-appealable order of a court of competent jurisdiction.

(ii) By GPLS. GPLS (“GPLS Indemnifying Party” and, together with the GP Indemnifying Party, the “Indemnifying Parties” and each, individually, an “Indemnifying Party”) shall indemnify and hold harmless PGI, its Affiliates and its members, managers, officers, directors, agents and employees (collectively, “GP Indemnified Parties” and, together with the GPLS Indemnified Parties, the “Indemnified Parties” and each, individually, an “Indemnified Party”), from and against any claims, loss, cost, liability, damage or expense (including, without limitation, reasonable attorney’s fees and costs of suits) that arise out of or relate to (A) any breach by such GPLS Indemnifying Party of its express representations, warranties, covenants or other responsibilities set forth in this Agreement or (B) any willful misconduct or gross negligence by any GPLS Indemnifying Party or any of its respective officers, directors, agents, employees, representatives or assignees with respect to the Participation Interests. GPLS Indemnifying Parties shall not be liable to any GP Indemnified Party for the foregoing to the extent the Losses arise from any such Indemnified Party’s gross negligence or willful misconduct, as determined by final non-appealable order of a court of competent jurisdiction.

(iii) Limitations on PGI's Indemnification Obligations. GPLS acknowledges that it has purchased the Participation Interests "AS IS," without reliance on any representations or warranties of PGI except as expressly provided herein, and that the Purchase Price reflects such fact. As a result, GPLS agrees that in no event shall PGI be liable for any damages or claims for lost profits or consequential, incidental, indirect or punitive damages of GPLS, GPLS's Affiliates or any purchaser or assignee of the Participation Interests. GPLS also agrees that no subsequent purchaser or assignee of the Participation Interests shall have a direct cause of action against, or right of indemnification from, PGI and that all purchase agreements with such Persons shall so provide.

(b) Indemnification Procedure. Whenever any claim of the type which would occasion indemnification under this Section 20 is asserted or threatened by any Indemnified Party against any Indemnifying Party, the Indemnified Party shall promptly notify such Indemnifying Party of such claim. The notice shall include, if known, the facts constituting the basis for such claim, including, if known, the amount or an estimate of the amount of the liability arising therefrom. In the event of any claim for indemnification hereunder resulting from or in connection with the claim or legal proceedings of a claimant not a Party to this Agreement, the Indemnifying Party shall have the right, at its option, at its expense and with its own counsel which counsel shall be reasonably satisfactory to the Indemnified Party to assume the defense of any such claim or any litigation resulting from such claim or to participate with its own counsel which counsel shall be reasonably satisfactory to the Indemnified Party in the compromise or defense thereof. If the Indemnifying Party undertakes to assume the defense of any such claim or litigation or participate in the compromise thereof, it shall promptly notify the Indemnified Party of its intention to do so, and, as a condition to the Indemnifying Party's indemnification obligation, the Indemnified Party shall cooperate reasonably with the Indemnifying Party and its counsel (but at the sole expense of the Indemnifying Party) in the defense against or compromise of any such claim or litigation. Anything in this Section 20(b) to the contrary notwithstanding, no Indemnified Party shall compromise or settle any such claim or litigation without the prior written consent of the applicable Indemnifying Party, which consent will not be unreasonably withheld; provided, however, that if the Indemnified Party shall have any potential liability with respect to, or may be adversely affected by, such claim or litigation, the Indemnifying Party shall not settle or compromise such claim or litigation without the prior written consent of the Indemnified Party.

(c) Losses. For the purposes of this Agreement, the term "Losses" shall mean all out-of-pocket costs, damages, losses, fines, penalties, judgments, settlements, and expenses whatsoever, including, without limitation, (i) outside attorneys' fees and disbursements and court costs reasonably incurred by the Indemnified Party; and (ii) costs (including reasonable expenses and reasonable value of time spent) attributable to the necessity that any officer or employee (other than in-house attorneys) of any Indemnified Party spend more than twenty-five percent (25%) of his or her normal business hours, over a period of two (2) months, in connection with any judicial, administrative, legislative, or other proceeding.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, each intending to be legally bound hereby, have caused this Agreement to be executed by its duly authorized officer as of the Effective Date.

PLAIN GREEN, LLC.

By: Billi Anne Morsette

Name: Billi Anne Morsette

Title: Chief Operations Officer

GPL SERVICING LTD.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the Parties, each intending to be legally bound hereby, have caused this Agreement to be executed by its duly authorized officer as of the Effective Date.

PLAIN GREEN, LLC.

By: _____

Name: _____

Title: _____

GPL SERVICING LTD.

By:  _____

Name: Scott R. Zemnik

Title: General Partner

EXHIBIT 11

Execution Version

GUARANTY AND SECURITY AGREEMENT

This GUARANTY AND SECURITY AGREEMENT (this "Agreement"), is made as of this 28th day of February, 2011, by and among Think Finance, Inc., a Delaware corporation f/k/a ThinkCash, Inc., which was f/k/a PayDay One Holdings, Inc. ("Think Finance"), Think Finance SPV, LLC, a Delaware limited liability company and wholly-owned subsidiary of Think Finance that is a special purpose vehicle organized solely for the purpose of engaging in the transactions contemplated by the VP Participation Agreements (as defined below), the VP Participation Purchase and Termination Agreement (as defined below), the Loan Purchase Agreements (as defined below) and the other Transaction Documents (as defined below) ("TF SPV"), each of the other Persons identified on the signature pages hereto as a "Guarantor" or that becomes a "Guarantor" hereto pursuant to Section 6(w) (the "Other Guarantors" and each, individually, an "Other Guarantor"; the Other Guarantors, collectively with Think Finance and TF SPV, the "Guarantors" and each, individually, a "Guarantor"), and Victory Park Capital Advisors, LLC, a Delaware limited liability company, as the collateral agent (in such capacity, the "Collateral Agent") for the benefit of the GPLS Secured Parties (as defined below). Each party to this Agreement may be referred to herein as a "Party" or collectively as "Parties."

Recitals

WHEREAS, pursuant to that certain Victory Park Participation Agreement (Universal Fund) entered into by and among Victory Park Management, LLC, a Delaware limited liability company, as Trustee of the VPC/TF Trust I, a Delaware statutory trust ("VP Trust I"), Universal Finance II, LLC, a Delaware limited liability company (the "UF"), and the Collateral Agent, dated as of July 28, 2010 (the "VP Participation Agreement"), VP Trust I purchased certain VP Participation Interests (as defined in the VP Participation Agreement, the "VP Participation Interests");

WHEREAS, contemporaneously with the execution and delivery of the VP Participation Agreement, Think Finance, TF SPV, the other Guarantors and Collateral Agent executed and delivered that certain Guaranty and Security Agreement dated as of July 28, 2010 (the "Original Guaranty and Security Agreement"), pursuant to which, among other things, the Guarantors guaranteed the "Obligations" (as defined in the Original Guaranty and Security Agreement) and pledged to Collateral Agent, for the benefit of the "VP Secured Parties" (as defined in the Original Guaranty and Security Agreement), the "Collateral" (as defined in the Original Guaranty and Security Agreement) to secure such "Obligations".

WHEREAS, pursuant to that certain VP Participation Interest Purchase and Termination Agreement entered into by and among VP Trust I, the UF and the Collateral Agent, dated of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "VP Participation Purchase and Termination Agreement"), the UF repurchased the VP Participation Interests from VP Trust I and the VP Participation Agreement was terminated, in each case, in accordance with the terms and conditions stated therein;

WHEREAS, pursuant to that certain Loan Purchase Agreement – Initial Purchase entered into by and between Victory Park Management, LLC, a Delaware limited liability company, as Trustee of the GPL Servicing Trust, a Delaware statutory trust ("GPLS Trust"), and the UF, dated of

even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "UF Loan Purchase Agreement"), GPLS Trust purchased, and the UF sold, the "Loans" (as defined therein) in accordance with the terms and conditions stated therein;

WHEREAS, pursuant to a Loan Purchase Agreement contemplated to be entered into by and between GPL Servicing Ltd., a company formed under the laws of the Cayman Islands ("GPLS") and Great Plains Lending, Inc., a business entity duly organized under and recognized by the laws of the Otoe-Missouria Tribe of Indians, a federally recognized Indian tribe ("GP Lending") and making loans within the Indian Country of the Otoe-Missouria Tribe of Indians (as amended, restated, supplemented or otherwise modified from time to time after the date of execution thereof, the "GP Loan Purchase Agreement" and together with the UF Loan Purchase Agreement, collectively, the "Loan Purchase Agreements"), GPLS or one of its Affiliates may purchase, and GP Lending may sell, "Loans" (to be defined therein, and together with the "Loans" referenced in the foregoing Recital, collectively, the "Loans") from time to time in accordance with the terms and conditions stated therein;

WHEREAS, contemporaneously with the execution and delivery of the UF Loan Purchase Agreement, GPLS, GPLS Trust and TC Administrative Services, LLC, a Delaware limited liability company ("Agent"), are executing and delivering the Administrative Agency Agreement ("Administrative Agent Agreement"), pursuant to which GPLS and GPLS Trust shall appoint Agent, and Agent shall agree to such appointment, as a provider of certain management and administrative agent services;

WHEREAS, each Guarantor has agreed to guaranty, secure and pay all Obligations under this Agreement, the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement, the Administrative Agent Agreement and each of the other Transaction Documents, including, without limitation, paying the Fixed Return (as defined in the Administrative Agent Agreement);

WHEREAS, pursuant to the Administrative Agent Agreement, each Guarantor will derive substantial direct and indirect benefits from the making of GPLS Investments under the Loan Purchase Agreements and from the repurchase of the VP Participation Interests under the VP Participation Purchase and Termination Agreement; and

WHEREAS, it is a condition precedent to the willingness of the GPLS Secured Parties to enter into and perform their respective obligations under the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement and the other Transaction Documents to which they are a party, and to make GPLS Investments under the Loan Purchase Agreements and sell the VP Participation Interests under the VP Participation Purchase and Termination Agreement, that the Guarantors shall have executed and delivered this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the GPLS Secured Parties to enter into and perform their respective obligations under the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement and the other Transaction Documents to which they are a party, and to make GPLS Investments under the Loan Purchase Agreements and sell the VP Participation Interests under the VP Participation Purchase and Termination Agreement, each Guarantor hereby agrees with the Collateral Agent as follows:

Agreement

1. Definitions. As used in this Agreement, the following terms shall have the meanings set forth in this Section 1. Terms used but not otherwise defined in this Agreement that are defined in the UCC shall have the respective meanings given such terms in the UCC (and if such terms are defined in more than one article of the UCC, such terms shall have the meaning given in Article 9 thereof), and capitalized terms not otherwise defined herein shall have the meaning given to them in the applicable Loan Purchase Agreement.

- (a) "Additional Amount" shall have the meaning set forth in Section 9(b).
- (b) "Additional Pledged Collateral" shall have the meaning set forth in Section 2(b).
- (c) "Additional Pledged GPLS Shares" shall have the meaning set forth in Section 2(b).
- (d) "Administrative Agent Agreement" shall have the meaning described in the "Recitals" section of this Agreement.
- (e) "After-Tax Basis" means on a basis such that any payment received, deemed to have been received or receivable by any Person shall, if necessary, be supplemented by a further payment to that Person so that the sum of the two payments shall, after deduction of all U.S. federal, state and local taxes, penalties, fines, interest, additions to tax and other charges resulting from the receipt (actual or constructive) or accrual of such payments imposed by or under any U.S. federal, state or local law or Governmental Authority (after taking into account any current deduction to which such Person shall be entitled with respect to the amount that gave rise to the underlying payment) be equal to the payment received, deemed to have been received or receivable.
- (f) "Agent" shall have the meaning described in the "Recitals" section of this Agreement.
- (g) "Agent Fee" shall have the meaning set forth in the Administrative Agent Agreement.
- (h) "Agent Shortfall Obligation" shall have the meaning set forth in the Administrative Agent Agreement.
- (i) "Agreement" shall have the meaning described in the introductory paragraph of this Agreement.
- (j) "Bankruptcy Law" shall have the meaning set forth in Section 7(a)(iii).
- (k) "Cash Component" means, with respect to the Loan to Value Ratio calculated as of any date of determination, the aggregate cash balance of the TF SPV Accounts as of such date of determination.
- (l) "Cash Equivalent Investment" means, at any time, (i) any evidence of debt, maturing not more than one year after such time, issued or guaranteed by the United States government or any agency thereof, (ii) commercial paper, maturing not more than one year from the date of issue, or corporate demand notes, in each case rated at least A-1 by Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc. or P-1 by Moody's Investors Service, Inc., (iii) any certificate of deposit, time deposit or banker's acceptance, maturing not more than one year after such time, or any overnight Federal Funds transaction that is issued or sold by a commercial banking

institution that is a member of the Federal Reserve System and has a combined capital and surplus and undivided profits of not less than \$500,000,000, (iv) any repurchase agreement entered into with any commercial banking institution of the nature referred to in clause (iii) which (A) is secured by a fully perfected security interest in any obligation of the type described in any of clauses (i) through (iii) above and (B) has a market value at the time such repurchase agreement is entered into of not less than 100% of the repurchase obligation of such commercial banking institution thereunder, (v) money market accounts or mutual funds which invest exclusively in assets satisfying the foregoing requirements and (vi) other short term liquid investments approved in writing by Collateral Agent.

(m) "Claims" shall mean any and all "claims" (as defined in Section 101 of the Bankruptcy Code (11 USC) as amended from time to time) now or hereafter held by GP Lending or the UF whether now existing or hereafter arising and of any nature whatsoever against Think Finance or any subsidiary or Affiliate of Think Finance (other than Agent) or any of their respective properties and including without limitation claims under this Agreement and the other Transaction Documents.

(n) "Code" shall mean the Internal Revenue Code of 1986, as amended.

(o) "Collateral" shall have the meaning set forth in Section 4(b).

(p) "Collateral Agent" shall have the meaning described in the introductory paragraph of this Agreement.

(q) "Compliance Certificate" shall mean a certificate signed by a responsible officer of Think Finance, in substantially the form attached hereto as Exhibit A, and satisfactory to Collateral Agent.

(r) "Consulting Agreement" shall mean a Consulting and Services Agreement, in form and substance satisfactory to the Collateral Agent, contemplated to be entered into by and among GP Lending, Sentinel Resources, LLC and TC Decision Sciences, LLC.

(s) "Consumer Credit" is defined in 12 C.F.R §202.2(h).

(t) "Consumer Loan" shall mean a short-term extension of Consumer Credit in a principal amount not exceeding \$2,500 with an initial term not exceeding 24 months.

(u) "Contingent Obligations" shall mean, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

(v) "Controlled Account" shall mean the bank accounts (including, without limitation, all Deposit Accounts and Securities Accounts) of TF SPV, including without limitation the TF SPV Accounts and the other bank accounts set forth on Schedule 5(b)(xxv) hereto

(w) "Current Purchased Loans" shall have the meaning set forth in the Administrative Agent Agreement.

(x) "Custodian" shall have the meaning set forth in Section 7(a)(iii).

(y) "Customer Information" shall have the meaning set forth in the applicable Loan Purchase Agreement.

(z) "Default Return" shall have the meaning set forth in the Administrative Agent Agreement.

(aa) "Event of Default" shall have the meaning set forth in Section 7(a).

(bb) "Excluded New Installment Loan Program" shall mean a New Installment Loan Program for which the third party financial institution that shall have been engaged by Think Finance or its Subsidiaries or Affiliates to implement and manage such program (i) shall retain on its balance sheet all of the consumer loans made pursuant to such program and (ii) shall not sell any portion of such consumer loans or any participations or similar interests therein to any other Person. For purposes of clarification, the GP Lending Program shall not be deemed an "Excluded New Installment Loan Program".

(cc) "Family Group" shall mean a Person's spouse and descendants (whether natural or adopted), any trust solely for the benefit of such Person and/or such Person's spouse and/or descendants and any retirement plan for such Person.

(dd) "FBD Bank" shall mean First Bank of Delaware, a Delaware state-chartered bank.

(ee) "FBD Loan Purchase and Termination Agreement" shall mean that certain Loan Purchase and Termination Agreement dated of even date herewith by and between FBD Bank and the UF.

(ff) "FBD Program" shall mean the lending program established by FBD Bank for the solicitation, marketing, origination and making of loans pursuant to FBD Program Guidelines.

(gg) "FBD Program Guidelines" shall mean those guidelines established by FBD Bank for the administration of the FBD Program, as amended, modified or supplemented from time to time by FBD Bank.

(hh) "Final Determination" shall mean (a) any settlement, compromise, or other agreement with a relevant Governmental Authority, whether contained in an Internal Revenue Service ("IRS") Form 870-AD or other comparable form, or otherwise, or such procedurally later event, such as a closing agreement with a relevant Governmental Authority, and agreement contained in IRS Form 870-AD or other comparable form, (b) an agreement that constitutes a "determination" under Section 1313(a) of the Code, (c) a deficiency notice with respect to which the period for filing a petition with the tax court or the relevant state, local or foreign tribunal has expired or (d) a decision of any court of competent jurisdiction that is not subject to appeal or as to which the time for appeal has expired.

(ii) "Fixed Return" shall have the meaning set forth in the Administrative Agent Agreement.

(jj) "Governmental Authority" shall mean the government of the United States of America, the Otoe-Missouria Tribe of Indians, any other nation or any political subdivision of any of the foregoing, whether state or local, and any agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

(kk) "GP Lending" shall have the meaning described in the "Recitals" section of this Agreement.

(ll) "GP Lending Program" shall mean the lending program contemplated to be established by GP Lending for the solicitation, marketing and making of loans pursuant to Program Guidelines and, as applicable, the laws and regulations of the Otoe-Missouria Tribe of Indians.

(mm) "GP Loan Purchase Agreement" shall have the meaning described in the "Recitals" section of this Agreement.

(nn) "GPLS" shall have the meaning described in the "Recitals" section of this Agreement.

(oo) "GPLS Indemnified Parties" shall mean each of the GPLS Secured Parties, each of their Affiliates and each of their respective members, equityholders, managers, officers, directors, trustees, agents and employees.

(pp) "GPLS Investments" shall have the meaning set forth in the Administrative Agent Agreement.

(qq) "GPLS Secured Parties" shall mean each of Collateral Agent, VP Fund I, VP Trust I, GPLS, GPLS Trust and each other investment vehicle designated by Collateral Agent from time to time to purchase Loans.

(rr) "GPLS Shares" shall mean Participating Shares of GPLS to be issued from time to time to TF SPV.

(ss) "GPLS Trust" shall have the meaning described in the "Recitals" section of this Agreement.

(tt) "Guarantor" and "Guarantors" shall have the meaning described in the introductory paragraph of this Agreement.

(uu) "Hedging Obligations" shall mean, with respect to any specified Person, the obligations of such Person under: (i) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements; (ii) other agreements or arrangements designed to manage interest rates or interest rate risk; and (iii) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

(vv) "Illiquid Investment" shall mean all Investments other than cash and Cash Equivalent Investments.

(ww) "Indebtedness" of a Person shall mean, without duplication: (i) all indebtedness for borrowed money; (ii) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (including, without limitation, "capital leases" in accordance with GAAP) (other than trade payables and accrued expenses incurred in the ordinary course of business); (iii) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments; (iv) all obligations evidenced by notes, bonds, notes or similar instruments whether convertible or not, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses; (v) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property); (vi) all indebtedness referred to in clauses (i) through (v) above secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, lien, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness; (vii) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (i) through (vi) above; (viii) banker's acceptances; (ix) the balance deferred and unpaid of the purchase price of any property or services due more than three months after such property is acquired or such services are completed; (x) Hedging Obligations; and (xi) obligations under convertible securities of such Person. In addition, the term "Indebtedness" of Think Finance includes (A) all Indebtedness of others secured by a Lien on any assets of Think Finance (whether or not such Indebtedness is assumed by Think Finance) and (B) to the extent not otherwise included, the guaranty by Think Finance of any Indebtedness of any other Person.

(xx) "Interest Coverage Ratio" shall mean, for GPLS Trust and GPLS, the ratio, as of any date of determination, for GPLS Trust and GPLS of:

(i) Net Income for the one (1) month period ended as of the applicable date of measurement, plus in each instance to the extent deducted in the computation of such Net Income:

(A) Fixed Return or Default Return, as applicable, paid or payable to GPLS and GPLS Trust during such period; and

(B) the aggregate Agent Fee paid or payable during such period in accordance with the Administrative Agent Agreement;

to:

(ii) to the extent deducted in the computation of such Net Income, Fixed Return or Default Return, as applicable, paid or payable to GPLS and GPLS Trust during such period.

(yy) "Interagency Guidelines" shall mean the Interagency Guidelines Establishing Information Security Guidelines, as set forth in Appendix B to 12 C.F.R. Part 30.

(zz) "Investment" means, with respect to any Person, any investment in another Person, whether by acquisition of any debt security or equity interest, by making any loan or advance, by

becoming contingently liable in respect of obligations of such other Person or by making an acquisition.

(aaa) "Loan Purchase Agreements" shall have the meaning described in the "Recitals" section of this Agreement.

(bbb) "Loan to Value Ratio" shall mean the ratio, as of any date of determination, of:

(i) the aggregate outstanding principal amount of all GPLS Investments made by GPLS and GPLS Trust to

(ii) the sum of:

(A) the aggregate outstanding principal amount of all GPLS Investments made by GPLS and GPLS Trust, plus

(B) the aggregate cash balance of the TF SPV Accounts as of such date of determination, plus

(C) without duplication of the foregoing clause (B), the book value of the TF SPV Assets.

(ccc) "Loans" shall have the meaning described in the "Recitals" section of this Agreement.

(ddd) "Losses" shall mean all out-of-pocket costs, damages, losses, fines, penalties, judgments, settlements, and expenses whatsoever, including, without limitation: (i) outside attorneys' fees and disbursements and court costs reasonably incurred; and (ii) costs (including reasonable expenses and reasonable value of time spent) attributable to the necessity that any officer or employee (other than in-house attorneys) spend more than twenty-five percent (25%) of his or her normal business hours, over a period of two (2) months, in connection with any judicial, administrative, legislative, or other proceeding.

(eee) "LTV Covenant Cure Amount" shall have the meaning set forth in Section 2(c).

(fff) "LTV Covenant Cure Obligation" shall have the meaning set forth in Section 2(c).

(ggg) "LTV Covenant Cure Securities" shall have the meaning set forth in Section 2(c).

(hhh) "LTV Covenant Default" shall have the meaning set forth in Section 2(c).

(iii) "Maintenance Account" shall have the meaning set forth in the Administrative Agent Agreement.

(jjj) "Material Adverse Effect" shall mean a material adverse effect on:

(i) the business operations, properties, assets, condition (financial or otherwise) of a Guarantor, GP Lending and/or Agent, as the case may be;

(ii) the ability of (A) a Guarantor, GP Lending and/or Agent, as the case may be, to fully and timely perform its obligations under this Agreement or any of the other

Transaction Documents to which it is a party, (B) FBD Bank or the UF to fully and timely perform its obligations under the FBD Loan Purchase and Termination Agreement or (C) the UF to fully and timely perform its obligations under the VP Participation Purchase and Termination Agreement;

(iii) the legality, validity, binding effect, or enforceability against (A) Guarantor, GP Lending and/or Agent of this Agreement or any of the other Transaction Documents to which it is a party, (B) FBD Bank or the UF of the FBD Loan Purchase and Termination Agreement or (C) the UF of the VP Participation Purchase and Termination Agreement;

(iv) the Collateral or Liens of Collateral Agent on the Collateral or the priority of such Liens; or

(v) the rights, remedies and benefits available to (A) any of the GPLS Secured Parties hereunder, under any of the other Transaction Documents to which it is a party or (B) the UF under the FBD Loan Purchase and Termination Agreement.

(kkk) "Material Contract" shall mean (i) each of the Stinson Loan Documents, (ii) each of the Shaper & Dean Loan Documents, (iii) the Consulting Agreement and (iv) any other contract or other arrangement to which a Guarantor is a party for which breach, nonperformance, cancellation, termination or failure to renew could reasonably be expected to have a Material Adverse Effect.

(lll) "Minimum Period" shall have the meaning set forth in the Administrative Agent Agreement.

(mmm) "Net Income" of GPLS Trust and GPLS shall mean, as of any date of determination, as determined in accordance with GAAP, when calculated for a specified period ending on such date of determination, the aggregate of the net income (loss) of GPLS Trust and GPLS for such period; provided, that, the effect of any change in accounting principles adopted by GPLS Trust and/or GPLS after the date hereof shall be excluded. For the purpose of this definition, net income excludes any gain or loss, together with any related provision for taxes for such gain or loss, realized upon the sale or other disposition of any assets that are not sold in the ordinary course of business (including, without limitation, dispositions pursuant to sale and leaseback transactions) or of any Securities of GPLS Trust or GPLS, and any net income realized as a result of changes in accounting principles or the application thereof to GPLS Trust or GPLS.

(nnn) "Net Worth" shall mean, at any date, the lesser of (i) the stockholders' equity that would be reflected on a consolidated balance sheet of Think Finance at such date and (ii)(A) the Total Assets of Think Finance at such date (other than investments in and moneys due from Affiliates) minus (B) the Total Liabilities of Think Finance at such date.

(ooo) "New Installment Loan Program" shall mean any new lending program established by or with Think Finance or any of its Affiliates or Subsidiaries for the solicitation, marketing and making of consumer installment loans.

(ppp) "New Program Opportunity" shall have the meaning set forth in Section 6(x).

(qqq) "New Program ROFR Notice" shall have the meaning set forth in Section 6(x).

(rrr) "Non-Excluded Taxes" shall have the meaning set forth in Section 9(b).

(sss) "Non-Yield Maintenance Purchase Price" shall have the meaning set forth in the Administrative Agent Agreement.

(ttt) "Obligations" shall mean any and all obligations, liabilities and indebtedness, including without limitation, the Fixed Return (including, but not limited to, as calculated at the rate of the Default Return during the existence of an Event of Default and post-petition interest in any proceeding under any Bankruptcy Law), the Yield Maintenance Purchase Price, the Non-Yield Maintenance Purchase Price, the Maintenance Fee, the Agent Shortfall Obligation, any tax gross-up, payments and indemnities required to be made by Agent pursuant to Section 8.3 of the Administrative Agent Agreement and/or by the Guarantors pursuant to Section 16 of this Agreement, and all other fees, costs, expenses and other charges and other obligations under this Agreement, the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement, the Administrative Agent Agreement and the other Transaction Documents, of the Guarantors, GP Lending, the UF and Agent to Collateral Agent, the other GPLS Secured Parties or to any parent, Affiliate or subsidiary of any such Persons of any and every kind and nature, howsoever created, arising or evidenced and howsoever owned, held or acquired, whether now or hereafter existing, whether now due or to become due, whether primary, secondary, direct, indirect, absolute, contingent or otherwise (including, without limitation, obligations of performance), whether several, joint or joint and several, and whether arising or existing under written or oral agreement or by operation of law.

(uuu) "Original Guaranty and Security Agreement" shall have the meaning described in the "Recitals" section of this Agreement.

(vvv) "Original Pledged Collateral" shall have the meaning set forth in Section 2(a).

(www) "Original Pledged GPLS Shares" shall have the meaning set forth in Section 2(a).

(xxx) "Other Guarantor" and "Other Guarantors" shall have the meaning described in the introductory paragraph of this Agreement.

(yyy) "Other Taxes" shall have the meaning set forth in Section 9(c).

(zzz) "Overall Payment Default Rate" shall mean the rate expressed as a percentage, as of any date of determination, of:

(i) the aggregate principal amount of Current Purchased Loans of which principal and/or interest payments became due and payable during the one (1) month period ended as of the applicable date of measurement and of which one or more payment defaults occurred during such period;

to

(ii) the aggregate principal amount of Current Purchased Loans of which principal and/or interest payments became due and payable during such period.

(aaaa) "Overall Value Component" means, with respect to the Loan to Value Ratio calculated as of any date of determination, the sum of:

(i) the aggregate outstanding principal amount of all GPLS Investments made by GPLS and GPLS Trust, plus

(ii) the aggregate cash balance of the TF SPV Accounts as of such date of determination, plus

(iii) without duplication of the foregoing clause (ii), the book value of the TF SPV Assets.

(bbbb) "Party" and "Parties" shall have the meaning described in the introductory paragraph of this Agreement

(cccc) "Permitted Indebtedness" shall have the meaning set forth in Section 6(f).

(dddd) "Permitted Liens" shall have the meaning set forth in Section 6(e).

(eeee) "Pledged Collateral" shall have the meaning set forth in Section 2(b).

(ffff) "Pledged GPLS Shares" shall have the meaning set forth in Section 2(b).

(gggg) "Pledged TF SPV Equity" shall have the meaning set forth in Section 4(a).

(hhhh) "Proceeding" shall have the meaning set forth in Section 5(a)(xiv).

(iiii) "Program Guidelines" shall mean those guidelines established by GP Lending for the administration of the GP Lending Program, as amended, modified or supplemented from time to time by GP Lending.

(jjjj) "Programs" shall mean, collectively, (i) the FBD Program and (ii) the GP Lending Program.

(kkkk) "Public Offering" means any offering by Think Finance of its equity securities to the public pursuant to an effective registration statement under the Securities Act, or any comparable statement under any similar federal statute then in force.

(llll) "Purchased Loans" shall mean, collectively, (i) the Loans that GPLS Trust purchased from the UF pursuant to the UF Loan Purchase Agreement and (ii) the Loans that GPLS purchases from GP Lending from time to time pursuant to the GP Loan Purchase Agreement.

(mmmm) "Qualified Public Offering" shall mean a firm commitment underwritten Public Offering of equity securities of Think Finance in which proceeds to Think Finance are at least \$40,000,000.

(nnnn) "Records" shall have the meaning set forth in Section 17(j).

(oooo) "Refinancing Opportunity" shall have the meaning set forth in Section 6(u).

(pppp) "Refinancing ROFR Notice" shall have the meaning set forth in Section 6(u).

(qqqq) "Regulatory Authority" shall mean, as applicable on a case by case basis, any federal, tribal or state agency having appropriate jurisdiction over the Parties.

(rrrr) "Requirements" shall mean all applicable federal, tribal and state laws and regulations, including applicable consumer credit, disclosure and privacy laws and regulations, the USA PATRIOT Act, the Interagency Guidelines, and debt collection and debt collection practices laws and regulations applicable to the Guarantors, the FBD Program or the GP Lending Program.

(ssss) "Securities Act" shall mean the Securities Act of 1933, as amended.

(tttt) "Shaper & Dean Loan Documents" shall mean (i) those certain Promissory Notes dated as of February 24, 2010, as amended and in effect as of the Closing Date, in the aggregate original principal amount of \$1,250,000 issued by TCFL in favor of each of Stephen J. Shaper and John C. Dean, as trustee of the John and Sue Dean 2008 Revocable Trust, and (ii) that certain Subordinated Guaranty of Think Finance (f/k/a ThinkCash, Inc.) dated as of February 24, 2010 to and for the benefit of TCFL.

(uuuu) "Shaper & Dean Option Agreement" shall mean that certain Amended and Restated Purchase Option Agreement, dated of even date herewith, by each of Stephen J. Shaper and John C. Dean, as trustee of the John and Sue Dean 2008 Revocable Trust in favor of Victory Park.

(vvvv) "Stinson Loan Documents" shall mean (i) that certain Loan Agreement dated as of March 18, 2009, as amended and in effect as of the Closing Date, by and among TC Loan Service, LLC, a Delaware limited liability company, PayDay One, LLC, a Delaware limited liability company, Think Finance, Inc. (f/k/a ThinkCash, Inc., which was f/k/a PayDay One Holdings, Inc.), a Delaware corporation, and Michael C. Stinson and (ii) the other "Credit Documents" (as defined therein).

(wwww) "Stinson Option Agreement" shall mean that certain Amended and Restated Purchase Option Agreement, dated of even date herewith, by Michael C. Stinson in favor of Victory Park.

(xxxx) "Subscription Agreement" shall mean that certain Subscription Agreement dated as of even date herewith by and between TF SPV and GPLS.

(yyyy) "TCFL" shall mean TC Financial Lift, LLC, a Delaware limited liability company and wholly-owned subsidiary of Think Finance.

(zzzz) "TF SPV" shall have the meaning described in the introductory paragraph of this Agreement.

(aaaa) "TF SPV Accounts" shall mean the segregated deposit accounts for the benefit of TF SPV with a financial institution selected by TF SPV and acceptable to the Collateral Agent, which accounts may be used by TF SPV to, among other things, accept payment of the Agent Fee.

(bbbb) "TF SPV Assets" shall have the meaning set forth in Section 4(b).

(cccc) "Think Finance" shall have the meaning described in the introductory paragraph of this Agreement.

(ddddd) "Total Assets" shall mean, at any date, consolidated total assets of Think Finance at such date, minus (i) any minority interest in any third-party that is not a subsidiary of Think Finance, if such minority interest would be reflected at such date on a consolidated balance sheet of Think Finance and (ii) any Securities issued by Think Finance held as treasury securities.

(eeee) "Total Indebtedness" shall mean all Indebtedness of Think Finance.

(ffff) "Total Liabilities" shall mean, at any date, all obligations that would be included in determining total liabilities as shown on the liabilities side of a consolidated balance sheet of Think Finance at such date; provided, however, that, regardless of whether the same would be so shown, "Total Liabilities" of Think Finance shall include all Indebtedness of Think Finance at such date (other than intercompany Indebtedness) and shall exclude the greater of the liquidation preference and the redemption price of any outstanding Securities.

(ggggg) "Transaction Documents" shall mean this Agreement, the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement, the Administrative Agent Agreement and each of the other agreements, documents, certificates or other instruments delivered in connection with the transactions contemplated hereby and thereby.

(hhhhh) "UCC" shall have the meaning set forth in Section 5(a)(xiii).

(iiii) "UF" shall have the meaning described in the "Recitals" section of this Agreement.

(jjjj) "UF Loan Purchase Agreement" shall have the meaning described in the "Recitals" section of this Agreement.

(kkkkk) "VP Fund I" shall mean VPC/TF Fund I Ltd., a company formed under the laws of the Cayman Islands that is the sole beneficiary of VP Trust I as of the Closing Date.

(llll) "VP Participation Agreement" shall have the meaning described in the "Recitals" section of this Agreement.

(mmmmm) "VP Participation Interests" shall have the meaning described in the "Recitals" section of this Agreement.

(nnnnn) "VP Participation Purchase and Termination Agreement" shall mean that certain VP Participation Interest Purchase and Termination Agreement dated of even date herewith by and among VP Trust I, the Collateral Agent and the UF.

(ooooo) "VP Trust I" shall have the meaning described in the "Recitals" section of this Agreement.

(ppppp) "Yield Maintenance Premium" shall have the meaning set forth in the Administrative Agent Agreement.

(qqqqq) "Yield Maintenance Purchase Price" shall have the meaning set forth in the Administrative Agent Agreement.

2. Pledged Collateral; Covenant Cure.

(a) Think Finance shall transfer to TF SPV at least \$4,700,000 in cash and TF SPV shall acquire from GPLS at least 16,000 GPLS Shares (the "Original Pledged GPLS Shares" and, together with such cash, the "Original Pledged Collateral"), in each case, within three (3) Business Days following the Closing Date. The purchase of the Original Pledged GPLS Shares shall be made pursuant to the Subscription Agreement.

(b) No later than the closing date of each purchase of Loans by the GPLS Secured Parties under a Loan Purchase Agreement, Think Finance shall contribute cash to TF SPV, TF SPV shall acquire from GPLS a sufficient number of GPLS Shares, which GPLS Shares shall be valued at the purchase price thereof or at such other amount as GPLS shall direct (the "Additional Pledged GPLS Shares" and, collectively with the Original Pledged GPLS Shares, the "Pledged GPLS Shares") and/or Think Finance shall contribute to TF SPV other collateral acceptable to the Collateral Agent, in its sole discretion, in an amount that would cause Think Finance to be in pro forma compliance with the financial covenant contained in Section 6(a)(v)(A) as of such date (the "Additional Pledged Collateral" and, collectively with the Original Pledged Collateral, the "Pledged Collateral").

(c) If Think Finance fails to comply with one or both of the financial covenants contained in Section 6(a)(v) (each, an "LTV Covenant Default"), then Think Finance shall have the obligation to cure such Event(s) of Default (the "LTV Covenant Cure Obligation") within thirty (30) days of the occurrence thereof by investing new capital into TF SPV in the form of a combination of cash or cash equity Securities of TF SPV not containing any mandatory payment of cash dividends or mandatory redemption provisions requiring cash redemptions ("LTV Covenant Cure Securities") or by causing TF SPV to acquire additional GPLS Shares, which GPLS Shares shall be valued at the purchase price thereof or at such other amount as GPLS shall direct, in an aggregate amount that would cause Think Finance to be in pro forma compliance with such covenant(s) as of such testing date (such amount, the "LTV Covenant Cure Amount"). Until timely receipt of the LTV Covenant Cure Amount for any applicable LTV Covenant Default, an Event of Default shall be deemed to exist for all purposes of this Agreement and the other Transaction Documents; provided, that upon timely receipt of such LTV Covenant Cure Amount, the underlying LTV Covenant Default shall no longer be deemed to be continuing.

(d) If Think Finance wishes to cause TF SPV to acquire additional GPLS Shares in order to satisfy its obligations under the foregoing Section 3(c), then GPLS shall sell to TF SPV on terms satisfactory to GPLS such amount of GPLS Shares, which GPLS Shares shall be valued at the purchase price thereof or at such other amount as GPLS shall direct, in an aggregate amount that when combined with the amount of any cash and/or LTV Covenant Cure Securities being contributed by Think Finance to TF SPV at such time, would cause Think Finance to be in pro forma compliance with the LTV Covenant Default.

(e) Notwithstanding anything to the contrary in this Section 2, with regard to any LTV Covenant Default, Think Finance shall have no LTV Covenant Cure Obligation with regard to such LTV Covenant Default and such LTV Covenant Default shall be deemed automatically waived in the event, but solely in the event, that GPLS shall have failed to make GPLS Shares in an amount equal to the LTV Covenant Cure Amount available for purchase by TF SPV pursuant to an agreement substantially similar to the Subscription Agreement by the thirtieth (30th) day following the occurrence of such LTV Covenant Default.

3. Guaranty.

(a) As an inducement for the GPLS Secured Parties to enter into and perform their respective obligations under the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement and the other Transaction Documents to which they are a party, to make GPLS Investments under the Loan Purchase Agreements and to sell the VP Participation Interests under the VP Participation Purchase and Termination Agreement, each Guarantor, jointly and severally, hereby absolutely and unconditionally guarantees and agrees to pay (whether at stated maturity, by acceleration or otherwise) to the GPLS Secured Parties and their successors and assigns all Obligations. Each Guarantor agrees that its guaranty obligation hereunder is a continuing guaranty of payment and performance and not of collection, that its obligations under this Section 3 shall not be discharged until payment and performance, in full, of the Obligations has occurred, and that its obligations under this Section 3 shall be absolute and unconditional, irrespective of, and unaffected by:

(i) the genuineness, validity, regularity, enforceability or any future amendment of, or change in, this Agreement, the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement, the Administrative Agent Agreement or any other Transaction Document to which any of the Guarantors, GP Lending, the UF or Agent is or may become a party;

(ii) the absence of any action to enforce this Agreement (including this Section 3), the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement, the Administrative Agent Agreement or any other Transaction Document or the waiver or consent by the Collateral Agent with respect to any of the provisions thereof;

(iii) the insolvency of any of the Guarantors, GP Lending, the UF or Agent; or

(iv) any other action or circumstances that might otherwise constitute a legal or equitable discharge or defense of a surety or guarantor.

(b) Each Guarantor shall be regarded, and shall be in the same position, as principal debtor with respect to the obligations guaranteed hereunder.

(c) Each Guarantor expressly waives all rights it may have now or in the future under any statute, or at common law, or at law or in equity, or otherwise, to compel any of the GPLS Secured Parties to marshal assets or to proceed in respect of the obligations guaranteed hereunder against any other party or against any security for the payment and performance of the obligations under this Agreement, the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement, the Administrative Agent Agreement or the other Transaction Documents before proceeding against, or as a condition to proceeding against, any of the Guarantors. It is agreed among each of the Guarantors that the foregoing waivers are of the essence of the transaction contemplated by this Agreement, the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement, the Administrative Agent Agreement and the other Transaction Documents and that, but for the provisions of this Section 3 and such waivers, the GPLS Secured Parties would decline to enter into the Transaction Documents.

(d) Each Guarantor agrees that the provisions of this Section 3 are for the benefit of the GPLS Secured Parties and their respective successors and permitted transferees, endorsees and assigns, and nothing herein contained shall impair, as between any Guarantor, Agent, GP Lending or

the UF on the one hand, and the GPLS Secured Parties, on the other hand, their respective obligations under the Transaction Documents to which they are a party.

(e) Notwithstanding anything to the contrary in this Agreement, the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement, the Administrative Agent Agreement or in any other Transaction Document, each Guarantor hereby expressly and irrevocably waives any and all rights at law or in equity to subrogation, reimbursement, exoneration, contribution, indemnification or set off and any and all defenses available to a surety, guarantor or accommodation co-obligor. Each Guarantor acknowledges and agrees that this waiver is intended to benefit the GPLS Secured Parties and shall not limit or otherwise affect the liability of the Guarantors hereunder or the enforceability of this Section 3, and that the GPLS Secured Parties and their respective successors and assigns are intended third party beneficiaries of the waivers and agreements set forth in this Section 3.

(f) If any of the GPLS Secured Parties may, under applicable law, proceed to realize their benefits under any of the Transaction Documents, the GPLS Secured Parties may, at their sole option, determine which of their remedies or rights they may pursue without affecting any of their rights and remedies under this Section 3. If, in the exercise of any of their rights and remedies, any of the GPLS Secured Parties shall forfeit any of their rights or remedies, including their right to enter a deficiency judgment against any Guarantor, Agent, GP Lending, the UF or any other Person, whether because of any applicable laws pertaining to "election of remedies" or the like, each Guarantor, Agent, GP Lending and the UF hereby consents to such action by the GPLS Secured Parties and waives any claim based upon such action, even if such action by the GPLS Secured Parties shall result in a full or partial loss of any rights of subrogation that any of the Guarantors, Agent, GP Lending or the UF might otherwise have had but for such action by the GPLS Secured Parties. Any election of remedies that results in the denial or impairment of the right of any of the GPLS Secured Parties to seek a deficiency judgment against any of the Guarantors, Agent, GP Lending or the UF shall not impair any other such party's obligation to pay the full amount of the Obligations under the Transaction Documents.

(g) The liability of each Guarantor under this Section 3 is in addition to and shall be cumulative with all liabilities of Agent, GP Lending and the UF under the Transaction Documents or in respect of any obligations under the Transaction Documents or obligation of Agent, GP Lending or the UF, without any limitation as to amount, unless the instrument or agreement evidencing or creating such other liability specifically provides to the contrary.

4. Grant of Security Interest.

(a) As an inducement for the GPLS Secured Parties to enter into and perform their respective obligations under the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement and the other Transaction Documents to which they are a party, and to make GPLS Investments under the Loan Purchase Agreements and to sell the VP Participation Interests under the VP Participation Purchase and Termination Agreement and in order to secure the complete and timely payment, performance and discharge in full when due (whether at stated maturity, by acceleration or otherwise), as the case may be, of all of the Obligations, Think Finance hereby grants, pledges and hypothecates to the Collateral Agent, for the benefit of the GPLS Secured Parties, a continuing perfected first priority Lien and security interest in its entire right, title and interest in and to the following:

(i) all limited liability company membership interests and/or other Securities of TF SPV (the "Pledged TF SPV Equity"); and

(ii) all proceeds and products in whatever form of all or any part of the foregoing, including all rents, profits, income and benefits and all proceeds of insurance and all condemnation awards and all other compensation for any event of loss with respect to all or any part of the foregoing (together with all rights to recover and proceed with respect to the same), and all accessions to, substitutions for and replacements of all or any part of the foregoing.

(b) As an inducement for the GPLS Secured Parties to enter into and perform their respective obligations under the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement and the other Transaction Documents to which they are a party, and to make GPLS Investments under the Loan Purchase Agreements and to sell the VP Participation Interests under the VP Participation Purchase and Termination Agreement, and in order to secure the complete and timely payment, performance and discharge in full when due (whether at stated maturity, by acceleration or otherwise), as the case may be, of all of the Obligations, TF SPV hereby grants, pledges and hypothecates to the Collateral Agent, for the benefit of the GPLS Secured Parties, a continuing perfected first priority Lien and security interest in all of the following property now owned or at any time hereafter acquired by TF SPV or in which TF SPV has or at any time in the future may acquire any right, title or interests (collectively referred to as the "TF SPV Assets" and, together with the items described in clause (a) of this Section 4, the "Collateral"):

(i) all accounts, chattel paper, deposit accounts (including, without limitation, the TF SPV Accounts), documents (as defined in the UCC), equipment, general intangibles, instruments, inventory, investment property, letter of credit rights and any supporting obligations related to any of the foregoing, including, without limitation, all Pledged GPLS Shares;

(ii) the commercial tort claims described on Schedule 4(b)(ii) and on any supplement thereto received by the Collateral Agent pursuant to Section 6(p);

(iii) all books and records pertaining to the other property described in this Section 4(b);

(iv) all property of TF SPV held by any of the GPLS Secured Parties, including all property of every description, in the custody of or in transit to any of the GPLS Secured Parties for any purpose, including safekeeping, collection or pledge, for the account of TF SPV or as to which TF SPV may have any right or power, including but not limited to cash;

(v) all other goods (including but not limited to fixtures) and personal property of TF SPV, whether tangible or intangible and wherever located; and

(vi) all proceeds and products in whatever form of all or any part of the foregoing, including all rents, profits, income and benefits and all proceeds of insurance and all condemnation awards and all other compensation for any event of loss with respect to all or any part of the foregoing (together with all rights to recover and proceed with respect to the same), and all accessions to, substitutions for and replacements of all or any part of the foregoing.

Each Guarantor acknowledges that the GPLS Secured Parties shall have a contractual and statutory right of setoff against any and all accounts, funds, monies, and other properties of the Guarantors

which may come into the possession of the GPLS Secured Parties for the purpose of satisfying the obligations of the Guarantors, Agent, GP Lending and the UF to the GPLS Secured Parties hereunder and under the other Transaction Documents. This Agreement shall constitute a security agreement under applicable law. Each Guarantor agrees that the rights and remedies of the GPLS Secured Parties described herein are in addition to all other rights which the GPLS Secured Parties may have by law or equity.

5. Representations and Warranties.

(a) The representations, warranties and covenants made by Think Finance shall not merge into any document associated herewith and shall survive and continue until the Obligations shall have been paid in full in cash and this Agreement and the other Transaction Documents shall have been terminated, and shall be enforceable at law or in equity against Think Finance, its successors and assigns, by the GPLS Secured Parties and their successors and assigns. Think Finance hereby makes the following representations, warranties and covenants to the Collateral Agent, for the benefit of the GPLS Secured Parties, as of the date hereof and as of the date of each GPLS Investment:

(i) Organization and Good Standing. Think Finance is a corporation duly formed under the laws of Delaware, validly existing and in good standing under the laws of Delaware and has full power, authority and the legal right to own its properties and conduct its business as now conducted, and to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a party.

(ii) Due Qualification. Think Finance (A) is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where such qualification is necessary in order to perform its duties hereunder and under each of the other Transaction Documents to which it is a party, (B) has obtained all licenses and approvals as required under federal and state law that are necessary to perform its duties hereunder and under each of the other Transaction Documents to which it is a party and (C) is in compliance with its organizational documents.

(iii) Due Authorization; Enforceability. Think Finance has the full power and authority to execute and deliver this Agreement and each of the other Transaction Documents to which it is a party and to perform all its obligations hereunder and thereunder, including, without limitation, its guaranty of the Obligations and grant of a security interest in the Collateral hereunder. The execution, delivery and performance of this Agreement and each of the other Transaction Documents to which it is a party by Think Finance, including, without limitation, its guaranty of the Obligations and grant of a security interest in the Collateral hereunder, has been duly authorized by all necessary corporate action on its part and do not and will not contravene any provision of its organizational documents. Each of this Agreement and each of the other Transaction Documents to which it is a party has been duly executed and delivered by Think Finance and constitutes the legal, valid and binding obligation of Think Finance, enforceable against Think Finance in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and/or other similar laws and general equitable principles.

(iv) No Conflict. The execution, delivery and performance by Think Finance of this Agreement and each of the other Transaction Documents to which it is a party and the transactions contemplated hereby and thereby, including, without limitation, its guaranty of the

Obligations and grant of a security interest in the Collateral hereunder, does not violate, conflict with or result in a breach or default under (A) the organizational documents of Think Finance, (B) any material federal, state or local law, rule or regulation applicable to Think Finance or (C) any of the Stinson Loan Documents to which Think Finance is a party, any of the Shaper & Dean Loan Documents to which Think Finance is a party or any other material agreement or other document to which Think Finance is a party or by which it or any of its property is bound.

(v) No Proceeding. There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or threatened against Think Finance which (A) if adversely determined, could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect or (B) questions the validity of this Agreement or any of the other Transaction Documents or any of the transactions contemplated hereby or thereby or any action taken or to be taken pursuant hereto or thereto, including, without limitation, its guaranty of the Obligations and grant of a security interest in the Collateral hereunder.

(vi) Criminal Matters; Tax Liens; Proceedings and Judgments. Neither Think Finance nor any of its officers, directors, members or managers has been subject to any of the following:

(A) Criminal conviction (except minor traffic offenses and other petty offenses);

(B) Federal or state tax liens for amounts which are past due and which are not being contested in good faith by appropriate proceedings for which adequate reserves made in accordance with GAAP are being maintained;

(C) Except as set forth on Schedule 5(a)(vi), administrative or enforcement proceedings commenced by the Securities and Exchange Commission, any state securities regulatory authority, Federal Trade Commission, federal or state bank regulator, or any other federal, tribal or state regulatory agency, as applicable; or

(D) Except as set forth on Schedule 5(a)(vi), restraining order, decree, injunction, or judgment entered in any proceeding or lawsuit alleging fraud on the part of Think Finance or any principal thereof.

(vii) Pledged GPLS Shares. TF SPV has good and marketable title to each Pledged GPLS Share, free and clear of all taxes, Liens and charges with respect to the issue thereof, except for Liens arising pursuant to the Articles of Association of GPLS.

(viii) No Consents. Except as set forth on Schedule 5(a)(viii), Think Finance is not required to obtain any consent, authorization, approval, order, license, franchise, permit, certificate or accreditation of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or authority or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by this Agreement or any of the other Transaction Documents to which it is a party, including, without limitation, its guaranty of the Obligations and grant of a security interest in the Collateral hereunder, in each case in accordance with the terms hereof or thereof.

(ix) Intentionally Omitted.

(x) Indebtedness and Other Contracts. Except as disclosed on Schedule 5(a)(x), Think Finance (A) has no outstanding Indebtedness, (B) is not a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument could reasonably be expected to result in a Material Adverse Effect, or (C) is not in violation of any term of or in default under any Material Contract that could reasonably be expected to result in, either individually or in the aggregate, a Material Adverse Effect.

(xi) Ranking of Obligations. No Indebtedness of Think Finance will rank senior to or *pari passu* with its guaranty of the Obligations hereunder in right of payment or collectability, whether with respect to payment of redemptions, interest, damages or upon liquidation or dissolution or otherwise (other than (A) Indebtedness under the Stinson Loan Documents, which may be senior to Think Finance's guaranty of the Obligations, (B) guaranty by Think Finance of TC Decision Sciences, LLC's obligations pursuant to the Consulting Agreement, as in effect on the date of execution thereof, which may be *pari passu* to Think Finance's guaranty of the Obligations and (C) guaranty by Think Finance of TCFL's obligations under the Shaper & Dean Loan Documents, which may be *pari passu* to Think Finance's guaranty of the Obligations).

(xii) Title. Except as described on Schedule 5(a)(xii), Think Finance has (A) good and marketable title to (in the case of fee interests in real property), (B) valid leasehold interests in (in the case of leasehold interests in real or personal property), (C) valid licensed rights in (in the case of licensed interests in intellectual property), and (D) good and marketable title to (in the case of all other personal property) the Collateral (including, without limitation, the Pledged TF SPV Equity) and all of its real property and other properties and assets owned by it which are material to the business of Think Finance, in each case free and clear of all Liens, other than Permitted Liens. There has been no adverse decision against Think Finance to Think Finance's claim of ownership rights in or rights to use the Collateral in any jurisdiction or to Think Finance's right to keep and maintain such Collateral in full force and effect, and there is no proceeding pending or, to Think Finance's knowledge, threatened before any court, judicial body, administrative or regulatory agency, arbitrator or other governmental authority contesting or challenging the validity or enforceability of, or Think Finance's ownership of or right to use such Collateral.

(xiii) Creation, Perfection, and Priority of Liens. This Agreement is effective to create in favor of the Collateral Agent, for the benefit of the GPLS Secured Parties, a legal, valid, binding, and (upon the filing of the appropriate UCC financing statements and/or upon delivery to the Collateral Agent of certificates representing the Pledged TF SPV Equity and the taking of any other steps that may be required in accordance with Section 6(o) or otherwise) enforceable perfected first priority security interest and Lien in the Collateral (including, without limitation, a perfected security interest in the Pledged TF SPV Equity free from adverse claims) of Think Finance described therein as security for its guaranty of the Obligations to the extent that a legal, valid, binding, and enforceable security interest and Lien in such Collateral may be created under applicable law including without limitation, the uniform commercial code as in effect in any applicable jurisdiction ("UCC"), subject only to Permitted Liens. Except as set forth on Schedule 5(a)(xiii), there is not on file in any governmental or regulatory authority, agency or recording office an effective financing statement, security agreement or license or any notice of any of the foregoing (other than those filed in favor of the Collateral Agent, for the benefit of the GPLS Secured Parties) covering or affecting any of the Collateral except for the Permitted Liens and liens in favor of the Collateral Agent, for the benefit of the GPLS Secured Parties. So long as this Agreement shall be in effect, Think Finance shall not execute and shall not knowingly permit to be on file in any such office or agency any such financing statement or other document or instrument (except to the extent filed or recorded in favor

of the Collateral Agent, for the benefit of the GPLS Secured Parties, pursuant to the terms of this Agreement and except those arising from Permitted Liens).

(xiv) Intentionally Omitted.

(xv) No Undisclosed Events, Liabilities, Developments or Circumstances. Except for the transactions contemplated by the Transaction Documents and as set forth on Schedule 5(a)(xv), no event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to Think Finance or its business, properties, operations or financial condition, that would reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect.

(xvi) Tax Status. Think Finance (A) has timely filed all foreign, United States federal and state income and all other material tax returns, reports and declarations required by any jurisdiction to which it is subject, except prior to the Closing Date where any failure to do so did not result in any material penalties to Think Finance, (B) has paid all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and for which an adequate reserve has been established on its books in accordance with GAAP and (C) has set aside on its books adequate reserves in accordance with GAAP for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be delinquent by the taxing authority of any jurisdiction (other than those being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and subject to adequate reserves taken by Think Finance as shall be required in conformity with GAAP), and the officers of Think Finance know of no basis for any such claim. Think Finance is, and at all times since October 1, 2005 has been, a "C corporation" for United States federal and applicable state and local income tax purposes.

(xvii) Conduct of Business; Regulatory Permits. Think Finance is not in violation of any term of or in default under its certificate of incorporation or bylaws or other governing documents. Think Finance is not in violation of any judgment, decree or order or any statute, ordinance, rule or regulation applicable to Think Finance (A) purporting to enjoin or restrain the execution, delivery or performance of this Agreement or any other Transaction Document, or directing that the transactions provided for herein or therein not be consummated as herein or therein provided or (B) to the extent any such violation would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Except as set forth on Schedule 5(a)(xvii), Think Finance possesses all material consents, authorizations, approvals, orders, licenses, franchises, permits, certificates, accreditations and permits and all other appropriate regulatory authorities necessary to conduct its business, and Think Finance has not received any notice of proceedings relating to the revocation or modification of any such consents, authorizations, approvals, orders, licenses, franchises, permits, certificates, accreditations or permits. Think Finance is in compliance with all laws, rules, regulations and ordinances of all applicable Governmental Authorities, including, without limitation, all applicable state regulatory and similar laws, rules, regulations and orders, except to the extent any such non-compliance would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(xviii) Foreign Corrupt Practices. Neither Think Finance nor any director, officer, agent, employee or other Person acting on behalf of Think Finance has, in the course of its actions for, or on behalf of, Think Finance: (A) used any corporate funds for any unlawful contribution, gift,

entertainment or other unlawful expenses relating to political activity; (B) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (C) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (D) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(xix) Margin Stock. Think Finance is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds from the VP Investments will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

(xx) Investment Company. Think Finance is not a “registered investment company” or a company “controlled” by a “registered investment company” or a “principal underwriter” of a “registered investment company” as such terms are defined in the Investment Company Act of 1940, as amended.

(xxi) Transactions With Affiliates. Except (A) as set forth on Schedule 5(a)(xxi) and (B) for transactions that have been entered into on terms, taken as a whole, no less favorable to Think Finance than those that might be obtained at the time from a Person who is not an officer, director or employee, none of the officers, directors or employees of Think Finance is presently a party to any transaction with Think Finance (other than for ordinary course services as employees, officers or directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or, to the knowledge of Think Finance, any corporation, partnership, trust or other entity in which any such officer, director, or employee has a substantial interest or is an officer, director, trustee or partner.

(xxii) Insurance. Think Finance is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are deemed prudent by Think Finance. Think Finance has not been refused any insurance coverage sought or applied for and Think Finance has no reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(xxiii) Disclosure. Notwithstanding any other provision of this Agreement or the other Transaction Documents, all disclosure provided to Collateral Agent regarding Think Finance, its business, properties and Collateral, and the transactions contemplated hereby and thereby, including the Schedules to this Agreement, furnished by or on behalf of Think Finance, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, taken as a whole and in the light of the circumstances under which they were made, not materially misleading. To its knowledge, no event or circumstance has occurred or information exists with respect to Think Finance or any of its business, properties, prospects, operations or condition (financial or otherwise), which, under applicable law, rule or regulation, requires public disclosure or announcement by Think Finance but which has not been so publicly announced or disclosed.

(xxiv) Terrorism Laws. To the extent applicable, Think Finance is in compliance, in all material respects, with all Terrorism Laws.

(b) The representations, warranties and covenants made by TF SPV shall not merge into any document associated herewith and shall survive and continue until the Obligations shall have been paid in full in cash and this Agreement and the other Transaction Documents shall have been terminated, and shall be enforceable at law or in equity against TF SPV, its successors and assigns, by the GPLS Secured Parties and their successors and assigns. TF SPV hereby makes the following representations, warranties and covenants to the Collateral Agent, for the benefit of the GPLS Secured Parties, as of the date hereof and as of the date of each GPLS Investment:

(i) Organization and Good Standing. TF SPV is a limited liability company duly formed under the laws of Delaware, validly existing and in good standing under the laws of Delaware and has full power, authority and the legal right to own its properties and conduct its business as now conducted, and to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a party.

(ii) Due Qualification. TF SPV (A) is duly qualified to do business and is in good standing as a foreign limited liability company in each jurisdiction where such qualification is necessary in order to perform its duties hereunder and under each of the other Transaction Documents to which it is a party, (B) has obtained all applicable licenses and approvals as required under federal, tribal and state law that are necessary to perform its duties hereunder and under each of the other Transaction Documents to which it is a party and (C) is in compliance with its organizational documents.

(iii) Due Authorization; Enforceability. TF SPV has the full power and authority to execute and deliver this Agreement and each of the other Transaction Documents to which it is a party and to perform all its obligations hereunder and thereunder, including, without limitation, its guaranty of the Obligations and grant of a security interest in the Collateral hereunder. The execution, delivery and performance of this Agreement and each of the other Transaction Documents to which it is a party by TF SPV, including, without limitation, its guaranty of the Obligations and grant of a security interest in the Collateral hereunder, has been duly authorized by all necessary limited liability company action on its part and do not and will not contravene any provision of its organizational documents. Each of this Agreement and each of the other Transaction Documents to which it is a party has been duly executed and delivered by TF SPV and constitutes the legal, valid and binding obligation of TF SPV, enforceable against TF SPV in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and/or other similar laws and general equitable principles.

(iv) No Conflict. The execution, delivery and performance by TF SPV of this Agreement and each of the other Transaction Documents to which it is a party and the transactions contemplated hereby and thereby, including, without limitation, its guaranty of the Obligations and grant of a security interest in the Collateral hereunder, does not violate, conflict with or result in a breach or default under (A) the organizational documents of TF SPV, (B) any material federal, state or local law, rule or regulation applicable to TF SPV or (C) any agreement or other document to which TF SPV is a party or by which it or any of its property is bound.

(v) No Proceeding. There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or threatened against TF SPV which (A)

if adversely determined, could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect, or (B) questions the validity of this Agreement or any of the other Transaction Documents or any of the transactions contemplated hereby or thereby or any action taken or to be taken pursuant hereto or thereto, including, without limitation, its guaranty of the Obligations and grant of a security interest in the Collateral hereunder.

(vi) Criminal Matters; Tax Liens; Proceedings and Judgments. Neither TF SPV nor any of its officers, directors, members or managers has been subject to any of the following:

(A) Criminal conviction (except minor traffic offenses and other petty offenses);

(B) Federal or state tax liens for amounts which are past due and which are not being contested in good faith by appropriate proceedings for which adequate reserves made in accordance with GAAP are being maintained;

(C) Except as set forth on Schedule 5(b)(vi), administrative or enforcement proceedings commenced by the Securities and Exchange Commission, any state securities regulatory authority, Federal Trade Commission, federal or state bank regulator, or any other federal, tribal or state regulatory agency, as applicable; or

(D) Except as set forth on Schedule 5(b)(vi), restraining order, decree, injunction, or judgment entered in any proceeding or lawsuit alleging fraud on the part of TF SPV or any principal thereof.

(vii) Location of Collateral. TF SPV shall at all times maintain its books of account and records relating to the Collateral at its principal place of business and its Collateral at the locations set forth on Schedule 5(b)(vii) attached hereto and may not relocate such books of account and records or tangible Collateral unless it delivers to the Collateral Agent at least 30 days prior to such relocation (A) written notice of such relocation and the new location thereof (which must be within the United States of America) and (B) evidence that appropriate financing statements under the UCC and other necessary documents have been filed and recorded and other steps have been taken to create in favor of the Collateral Agent, for the benefit of the GPLS Secured Parties, a valid, perfected and continuing perfected first priority (except for the Permitted Liens) Lien in the Collateral.

(viii) No Consents. TF SPV is not required to obtain any consent, authorization, approval, order, license, franchise, permit, certificate or accreditation of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or authority or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by this Agreement or any of the other Transaction Documents to which it is a party, including, without limitation, its guaranty of the Obligations and grant of a security interest in the Collateral hereunder, in each case in accordance with the terms hereof or thereof.

(ix) Equity Capitalization of TF SPV. TF SPV is authorized to issue an unlimited number of limited liability company membership interests. All of the outstanding limited liability company membership interests of TF SPV have been duly authorized, validly issued and are owned by Think Finance. None of such limited liability company membership interests of TF SPV is subject to preemptive rights or any other similar rights or any Liens or encumbrances other than

Liens in favor of the Collateral Agent, for the benefit of the GPLS Secured Parties, hereunder and there are no outstanding options, warrants, scrips, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any limited liability company membership interests of TF SPV. No such limited liability company membership interests of TF SPV shall be represented by a certificate unless (A) the limited liability company agreement of TF SPV expressly provides that such interests shall be a "security" within the meaning of Article 8 of the UCC of the applicable jurisdiction and (B) such certificate shall be delivered to the Collateral Agent in accordance with the terms hereof.

(x) Indebtedness and Other Contracts. Except as disclosed on Schedule 5(b)(x), TF SPV (A) has no outstanding Indebtedness, (B) is not a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument could reasonably be expected to result in a Material Adverse Effect or (C) is not in violation of any term of or in default under any Material Contract that could reasonably be expected to result in, either individually or in the aggregate, a Material Adverse Effect.

(xi) Ranking of Obligations. No Indebtedness of TF SPV will rank senior to or *pari passu* with its guaranty of the Obligations hereunder in right of payment or collectability, whether with respect to payment of redemptions, interest, damages or upon liquidation or dissolution or otherwise.

(xii) Title. Except as described on Schedule 5(b)(xii), TF SPV has (A) good and marketable title to (in the case of fee interests in real property), (B) valid leasehold interests in (in the case of leasehold interests in real or personal property), (C) valid licensed rights in (in the case of licensed interests in intellectual property) and (D) good and marketable title to (in the case of all other personal property) the Collateral (including, without limitation, the Pledged GPLS Shares) and all of its real property and other properties and assets owned by it which are material to the business of TF SPV, in each case free and clear of all Liens, other than Permitted Liens and, in the case of the Pledged GPLS Shares, Liens arising pursuant to the Articles of Association of GPLS. There has been no adverse decision against TF SPV to TF SPV's claim of ownership rights in or rights to use the Collateral in any jurisdiction or to TF SPV's right to keep and maintain such Collateral in full force and effect, and there is no proceeding pending or, to TF SPV's knowledge, threatened before any court, judicial body, administrative or regulatory agency, arbitrator or other governmental authority contesting or challenging the validity or enforceability of, or TF SPV's ownership of or right to use such Collateral.

(xiii) Creation, Perfection, and Priority of Liens. This Agreement is effective to create in favor of the Collateral Agent, for the benefit of the GPLS Secured Parties, a legal, valid, binding, and (upon the filing of the appropriate UCC financing statements and/or upon delivery to the Collateral Agent of certificates representing the Pledged GPLS Shares and the taking of any other steps that may be required in accordance with Section 6(o) or otherwise) enforceable perfected first priority security interest and Lien in the Collateral (including, without limitation, a perfected security interest in the Pledged GPLS Shares free from adverse claims) of TF SPV described therein as security for its guaranty of the Obligations to the extent that a legal, valid, binding, and enforceable security interest and Lien in such Collateral may be created under applicable law including without limitation, the UCC, other than Permitted Liens. Except as set forth on Schedule 5(b)(xiii), there is not on file in any governmental or regulatory authority, agency or recording office an effective financing statement, security agreement or license or any notice of any of the foregoing (other than those filed in favor of the Collateral Agent, for the benefit of the GPLS Secured Parties) covering or

affecting any of the Collateral except for the Permitted Liens and liens in favor of the Collateral Agent, for the benefit of the GPLS Secured Parties. So long as this Agreement shall be in effect, TF SPV shall not execute and shall not knowingly permit to be on file in any such office or agency any such financing statement or other document or instrument (except to the extent filed or recorded in favor of the Collateral Agent, for the benefit of the GPLS Secured Parties, pursuant to the terms of this Agreement and except those arising from Permitted Liens).

(xiv) Absence of Litigation. Except as set forth in Schedule 5(b)(xiv), there is no Proceeding pending or, to the knowledge of TF SPV, threatened in writing against or affecting TF SPV which (A) could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect, (B) if adversely determined, could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect or (C) questions the validity of this Agreement or any of the other Transaction Documents or any of the transactions contemplated hereby or thereby or any action taken or to be taken pursuant hereto or thereto.

(xv) No Undisclosed Events, Liabilities, Developments or Circumstances. Except for the transactions contemplated by the Transaction Documents and as set forth on Schedule 5(b)(xv), no event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to TF SPV or its business, properties, prospects, operations or financial condition, that would reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect.

(xvi) Tax Status. TF SPV (A) has made or filed all foreign, federal and state income and all other material tax returns, reports and declarations required by any jurisdiction to which it is subject, except prior to the Closing Date where any failure to do so did not result in any material penalties to TF SPV, (B) has paid all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and for which an adequate reserve has been established on its books in accordance with GAAP and (C) has set aside on its books adequate reserves in accordance with GAAP for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be delinquent by the taxing authority of any jurisdiction (other than those being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and subject to adequate reserves taken by TF SPV as shall be required in conformity with GAAP), and the officers of TF SPV know of no basis for any such claim. TF SPV is, and at all times during its existence has been, disregarded as an entity separate from Think Finance for United States federal and applicable state and local income tax purposes.

(xvii) Conduct of Business; Regulatory Permits. TF SPV is not in violation of any term of or in default under its certificate of formation or operating agreement or other governing documents. TF SPV is not in violation of any judgment, decree or order or any statute, ordinance, rule or regulation applicable to TF SPV (A) purporting to enjoin or restrain the execution, delivery or performance of this Agreement or any other Transaction Document, or directing that the transactions provided for herein or therein not be consummated as herein or therein provided or (B) to the extent any such violation would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Except as set forth on Schedule 5(b)(xvii), TF SPV possesses all material consents, authorizations, approvals, orders, licenses, franchises, permits, certificates, accreditations and permits and all other appropriate regulatory authorities necessary to conduct its business, and TF SPV has not received any notice of proceedings relating to the revocation or modification of any

such consents, authorizations, approvals, orders, licenses, franchises, permits, certificates, accreditations or permits. TF SPV is in compliance with all laws, rules, regulations and ordinances of all applicable Governmental Authorities, including, without limitation, all applicable state regulatory and similar laws, rules, regulations and orders, except to the extent any such non-compliance would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(xviii) Foreign Corrupt Practices. Neither TF SPV nor any director, officer, agent, employee or other Person acting on behalf of TF SPV has, in the course of its actions for, or on behalf of, TF SPV: (A) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (B) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (C) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (D) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(xix) Margin Stock. TF SPV is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds from the VP Investments will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

(xx) Investment Company. TF SPV is not a “registered investment company” or a company “controlled” by a “registered investment company” or a “principal underwriter” of a “registered investment company” as such terms are defined in the Investment Company Act of 1940, as amended.

(xxi) Transactions With Affiliates. Except (A) as set forth on Schedule 5(b)(xxi) and (B) for transactions that have been entered into on terms, taken as a whole, no less favorable to TF SPV than those that might be obtained at the time from a Person who is not an officer, director or employee, none of the officers, directors or employees of TF SPV is presently a party to any transaction with TF SPV (other than for ordinary course services as employees, officers or directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or, to the knowledge of TF SPV, any corporation, partnership, trust or other entity in which any such officer, director, or employee has a substantial interest or is an officer, director, trustee or partner.

(xxii) Insurance. TF SPV is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which TF SPV is engaged. TF SPV has not been refused any insurance coverage sought or applied for and TF SPV has no reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(xxiii) Disclosure. Notwithstanding any other provision of this Agreement or the other Transaction Documents, all disclosure provided to Collateral Agent regarding TF SPV, its business, properties and Collateral, and the transactions contemplated hereby and thereby, including the Schedules to this Agreement, furnished by or on behalf of TF SPV, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, taken as a whole and in the light of the circumstances under which they were made, not materially misleading. To its knowledge, no event or circumstance has occurred or information exists with respect to TF SPV or any of its business, properties, prospects, operations or condition (financial or otherwise), which, under applicable law, rule or regulation, requires public disclosure or announcement by TF SPV but which has not been so publicly announced or disclosed.

(xxiv) Terrorism Laws. To the extent applicable, TF SPV is in compliance, in all material respects, with all Terrorism Laws.

(xxv) Controlled Accounts. Schedule 5(b)(xxv) correctly sets forth all Controlled Accounts as of the Closing Date. Each Controlled Account is governed by an account control agreement, in form and substance satisfactory to the Collateral Agent. TF SPV agrees that (A) it shall not create any new Controlled Account, unless prior to (or concurrently therewith) it has entered into an account control agreement for such Controlled Account in form and substance reasonably satisfactory to the Collateral Agent and (B) no proceeds of any Accounts will be deposited in or at any time transferred to any Controlled Account other than a Controlled Account governed by an account control agreement in form and substance reasonably satisfactory to the Collateral Agent.

(c) The representations, warranties and covenants made by each of the Other Guarantors shall not merge into any document associated herewith and shall survive and continue until the Obligations shall have been paid in full in cash and this Agreement and the other Transaction Documents shall have been terminated, and shall be enforceable at law or in equity against each of the Other Guarantors and each of their respective successors and assigns, by the GPLS Secured Parties and their successors and assigns. Each of the Other Guarantors hereby makes the following representations, warranties and covenants to the Collateral Agent, for the benefit of the GPLS Secured Parties, as of the date hereof and as of the date of each GPLS Investment:

(i) Organization and Good Standing. Such Other Guarantor is a limited liability company or corporation, as applicable, duly formed under the laws of its respective jurisdiction of organization, validly existing and in good standing under the laws of its respective jurisdiction of organization and has full power, authority and the legal right to own its properties and conduct its business as now conducted, and to execute, deliver and perform its obligations under this Agreement and the other Transaction Documents to which it is a party.

(ii) Due Qualification. Such Other Guarantor (A) is duly qualified to do business and is in good standing as a foreign limited liability company in each jurisdiction where such qualification is necessary in order to perform its duties hereunder and under each of the other Transaction Documents to which it is a party, (B) has obtained all applicable licenses and approvals as required under federal, tribal and state law that are necessary to perform its duties hereunder and under each of the other Transaction Documents to which it is a party and (C) is in compliance with its organizational documents.

(iii) Due Authorization; Enforceability. Such Other Guarantor has the full power and authority to execute and deliver this Agreement and each of the other Transaction Documents to which it is a party and to perform all its obligations hereunder and thereunder, including, without limitation, its guaranty of the Obligations hereunder. The execution, delivery and performance of this Agreement and each of the other Transaction Documents to which it is a party by such Other Guarantor, including, without limitation, its guaranty of the Obligations hereunder, has been duly authorized by all necessary limited liability company or corporate, as applicable, action on its part and do not and will not contravene any provision of its organizational documents. Each of this Agreement and each of the other Transaction Documents to which it is a party has been duly executed and delivered by such Other Guarantor and constitutes the legal, valid and binding obligation of such Other Guarantor, enforceable against such Other Guarantor in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and/or other similar laws and general equitable principles.

(iv) No Conflict. The execution, delivery and performance by such Other Guarantor of this Agreement and each of the other Transaction Documents to which it is a party and the transactions contemplated hereby and thereby, including, without limitation, its guaranty of the Obligations hereunder, does not violate, conflict with or result in a breach or default under (A) the organizational documents of such Other Guarantor, (B) any material federal, tribal, state or local law, rule or regulation applicable to such Other Guarantor or (C) any agreement or other document to which such Other Guarantor is a party or by which it or any of its property is bound.

(v) No Proceeding. There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or threatened against such Other Guarantor which (A) if adversely determined, could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect or (B) questions the validity of this Agreement or any of the other Transaction Documents or any of the transactions contemplated hereby or thereby or any action taken or to be taken pursuant hereto or thereto, including, without limitation, its guaranty of the Obligations hereunder.

(vi) Criminal Matters; Tax Liens; Proceedings and Judgments. Neither such Other Guarantor nor any of its officers, directors, members or managers has been subject to any of the following:

(A) Criminal conviction (except minor traffic offenses and other petty offenses);

(B) Federal or state tax liens for amounts which are past due and which are not being contested in good faith by appropriate proceedings for which adequate reserves made in accordance with GAAP are being maintained;

(C) Except as set forth on Schedule 5(c)(vi), administrative or enforcement proceedings commenced by the Securities and Exchange Commission, any state securities regulatory authority, Federal Trade Commission, federal or state bank regulator, or any other state or federal regulatory agency; or

(D) Except as set forth on Schedule 5(c)(vi), restraining order, decree, injunction, or judgment entered in any proceeding or lawsuit alleging fraud on the part of such Other Guarantor or any principal thereof.

(vii) Intentionally Omitted.

(viii) No Consents. Such Other Guarantor is not required to obtain any consent, authorization, approval, order, license, franchise, permit, certificate or accreditation of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or authority or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by this Agreement or any of the other Transaction Documents to which it is a party, including, without limitation, its guaranty of the Obligations hereunder, in accordance with the terms hereof or thereof.

(ix) Equity Capitalization of such Other Guarantor. All of the outstanding limited liability company membership interests or capital stock, as applicable, of such Other Guarantor have been duly authorized, validly issued and are owned, directly or indirectly, by Think Finance. None of such limited liability company membership interests or capital stock of such Other Guarantor is subject to preemptive rights or any other similar rights or any Liens or encumbrances other than Permitted Liens and there are no outstanding options, warrants, scrips, rights to subscribe to, calls or commitments of any character whatsoever relating to, or securities or rights convertible into, or exercisable or exchangeable for, any limited liability company membership interests or capital stock of such Other Guarantor.

(x) Indebtedness and Other Contracts. Except as disclosed on Schedule 5(c)(x), such Other Guarantor (A) has no outstanding Indebtedness, (B) is not a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument could reasonably be expected to result in a Material Adverse Effect or (C) is not in violation of any term of or in default under any Material Contract that could reasonably be expected to result in, either individually or in the aggregate, a Material Adverse Effect.

(xi) Ranking of Obligations. No Indebtedness of such Other Guarantor will rank senior to or *pari passu* with its guaranty of the Obligations hereunder in right of payment or collectability, whether with respect to payment of redemptions, interest, damages or upon liquidation or dissolution or otherwise (other than Indebtedness under the Stinson Loan Documents, which may be senior to such Other Guarantor's guaranty of the Obligations).

(xii) Title. Except as described on Schedule 5(c)(xii), such Other Guarantor has (A) good and marketable title to (in the case of fee interests in real property), (B) valid leasehold interests in (in the case of leasehold interests in real or personal property), (C) valid licensed rights in (in the case of licensed interests in intellectual property) and (D) good and marketable title to (in the case of all other personal property) all of its real property and other properties and assets owned by it which are material to the business of such Other Guarantor, in each case free and clear of all Liens, other than Permitted Liens. There has been no adverse decision against such Other Guarantor to such Other Guarantor's claim of ownership rights in or rights to use its property or assets in any jurisdiction or to such Other Guarantor's right to keep and maintain its property or assets in full force and effect, and there is no proceeding pending or, to such Other Guarantor's knowledge, threatened before any court, judicial body, administrative or regulatory agency, arbitrator or other governmental authority contesting or challenging the validity or enforceability of, or such Other Guarantor's ownership of or right to use its property or assets.

(xiii) Intentionally Omitted.

(xiv) Absence of Litigation. Except as set forth in Schedule 5(c)(xiv), there is no Proceeding pending or, to the knowledge of such Other Guarantor, threatened in writing against or affecting such Other Guarantor which (A) could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect, (B) if adversely determined, could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect or (C) questions the validity of this Agreement or any of the other Transaction Documents or any of the transactions contemplated hereby or thereby or any action taken or to be taken pursuant hereto or thereto.

(xv) No Undisclosed Events, Liabilities, Developments or Circumstances. Except for the transactions contemplated by the Transaction Documents and as set forth on Schedule 5(c)(xv), no event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to such Other Guarantor or its business, properties, prospects, operations or financial condition, that would reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect.

(xvi) Tax Status. Such Other Guarantor (A) has made or filed all foreign, federal and state income and all other material tax returns, reports and declarations required by any jurisdiction to which it is subject, except prior to the Closing Date where any failure to do so did not result in any material penalties to such Other Guarantor, (B) has paid all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and for which an adequate reserve has been established on its books in accordance with GAAP and (C) has set aside on its books adequate reserves in accordance with GAAP for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be delinquent by the taxing authority of any jurisdiction (other than those being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and subject to adequate reserves taken by such Other Guarantor as shall be required in conformity with GAAP), and the officers of such Other Guarantor know of no basis for any such claim. Such Other Guarantor is, and at all times during its existence has been, disregarded as an entity separate from Think Finance for United States federal and applicable state and local income tax purposes.

(xvii) Conduct of Business; Regulatory Permits. Such Other Guarantor is not in violation of any term of or in default under its certificate of formation or operating agreement or other governing documents. Such Other Guarantor is not in violation of any judgment, decree or order or any statute, ordinance, rule or regulation applicable to such Other Guarantor (A) purporting to enjoin or restrain the execution, delivery or performance of this Agreement or any other Transaction Document, or directing that the transactions provided for herein or therein not be consummated as herein or therein provided or (B) to the extent any such violation would reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect. Except as set forth on Schedule 5(c)(xvii), such Other Guarantor possesses all material consents, authorizations, approvals, orders, licenses, franchises, permits, certificates, accreditations and permits and all other appropriate regulatory authorities necessary to conduct its business, and such Other Guarantor has not received any notice of proceedings relating to the revocation or modification of any such consents, authorizations, approvals, orders, licenses, franchises, permits, certificates, accreditations or permits. Such Other Guarantor is in compliance with all laws, rules, regulations and ordinances of all applicable Governmental Authorities, including, without limitation, all applicable state regulatory and similar laws, rules, regulations and orders, except to the extent any such non-compliance would

not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect.

(xviii) Foreign Corrupt Practices. Neither such Other Guarantor nor any director, officer, agent, employee or other Person acting on behalf of such Other Guarantor has, in the course of its actions for, or on behalf of, such Other Guarantor: (A) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (B) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (C) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (D) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee.

(xix) Margin Stock. Such Other Guarantor is not engaged in the business of extending credit for the purpose of purchasing or carrying margin stock (within the meaning of Regulation U of the Board of Governors of the Federal Reserve System), and no part of the proceeds from the VP Investments will be used to purchase or carry any margin stock or to extend credit to others for the purpose of purchasing or carrying any margin stock, or for any purpose that violates, or is inconsistent with, the provisions of Regulation T, U or X of the Board of Governors of the Federal Reserve System.

(xx) Investment Company. Such Other Guarantor is not a “registered investment company” or a company “controlled” by a “registered investment company” or a “principal underwriter” of a “registered investment company” as such terms are defined in the Investment Company Act of 1940, as amended.

(xxi) Transactions With Affiliates. Except (A) as set forth on Schedule 5(c)(xxi) and (B) for transactions that have been entered into on terms, taken as a whole, no less favorable to such Other Guarantor than those that might be obtained at the time from a Person who is not an officer, director or employee, none of the officers, directors or employees of such Other Guarantor is presently a party to any transaction with such Other Guarantor (other than for ordinary course services as employees, officers or directors), including any contract, agreement or other arrangement providing for the furnishing of services to or by, providing for rental of real or personal property to or from, or otherwise requiring payments to or from any such officer, director or employee or, to the knowledge of such Other Guarantor, any corporation, partnership, trust or other entity in which any such officer, director or employee has a substantial interest or is an officer, director, trustee or partner.

(xxii) Insurance. Such Other Guarantor is insured by insurers of recognized financial responsibility against such losses and risks and in such amounts as are prudent and customary in the businesses in which such Other Guarantor is engaged. Such Other Guarantor has not been refused any insurance coverage sought or applied for and such Other Guarantor has no reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect.

(xxiii) Disclosure. Notwithstanding any other provision of this Agreement or the other Transaction Documents, all disclosure provided to Collateral Agent regarding such Other Guarantor, its business and properties, and the transactions contemplated hereby and thereby,

including the Schedules to this Agreement, furnished by or on behalf of such Other Guarantor, is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, taken as a whole and in the light of the circumstances under which they were made, not materially misleading. To its knowledge, no event or circumstance has occurred or information exists with respect to such Other Guarantor or any of its business, properties, prospects, operations or condition (financial or otherwise), which, under applicable law, rule or regulation, requires public disclosure or announcement by such Other Guarantor but which has not been so publicly announced or disclosed.

(xxiv) Terrorism Laws. To the extent applicable, such Other Guarantor is in compliance, in all material respects, with all Terrorism Laws.

6. Covenants. Until the Obligations shall have been paid in full in cash and this Agreement and the other Transaction Documents shall have been terminated:

(a) Financial Covenants. Think Finance shall comply with the following financial covenants:

(i) Net Worth. Think Finance shall not permit its Net Worth calculated as of the last day of any calendar month (commencing with the month of March 2011), to be less than the amount set forth in the table below opposite such month:

<u>Month</u>	<u>Minimum Net Worth</u>
March 2011	\$45,000,000
April 2011	\$45,000,000
May 2011	\$45,000,000
June 2011	\$50,000,000
July 2011	\$50,000,000
August 2011	\$50,000,000
September 2011	\$50,000,000
October 2011	\$50,000,000
November 2011	\$50,000,000
December 2011 and each month thereafter	\$55,000,000

(ii) Total Indebtedness. Think Finance shall not permit its Total Indebtedness to be greater than \$14,500,000 at any time.

(iii) Interest Coverage Ratio. Think Finance shall not permit the Interest Coverage Ratio calculated as of the last day of any calendar month (commencing with the calendar month of March 2011) to be less than 2.00 to 1.00.

(iv) Overall Payment Default Rate. Think Finance shall not permit the Overall Payment Default Rate calculated as of the last day of any calendar month (commencing with the calendar month of March 2011), to be greater (A) than 10% for more than one (1) month in any rolling three (3) month period or (B) 12.5% for any such month.

(v) Loan to Value Ratio. Think Finance shall not permit (A) the Loan to Value Ratio calculated as of the last day of any calendar month (commencing with the calendar month of March 2011) to be greater than 0.75 to 1.00 or (B) unless the aggregate outstanding principal amount

of Indebtedness under the Stinson Loan Documents shall be less than \$1,000,000 at such time or the Collateral Agent shall have waived compliance with this clause (B) in writing, the Cash Component of the Loan to Value Ratio calculated as of the last day of any calendar month (commencing with the calendar month of March 2011) to comprise less than ten percent (10%) of the Overall Value Component of such Loan to Value Ratio.

(b) Reporting Requirements. Think Finance shall deliver to Collateral Agent:

(i) Annual Financial Statements. As soon as available, and in any event within one hundred twenty (120) days after the end of each fiscal year of the Guarantors, the audited consolidated balance sheets of the Guarantors, as at the end of such fiscal year and the related consolidated statements of operations, stockholders' equity and cash flows of the Guarantors for such applicable fiscal year, setting forth in each case in comparative form the corresponding figures for the previous fiscal year of the Guarantors, in reasonable detail and certified by the chief financial officer of Think Finance as being true and correct and fairly presenting in accordance with GAAP, the financial position and results of operations of the Guarantors, accompanied by an unqualified opinion of an independent accounting firm acceptable to Collateral Agent;

(ii) Monthly Financial Statements. As soon as available and in any event within twenty-one (21) days after the end of each month (including December), the consolidated balance sheets of the Guarantors as at the end of such month and the related consolidated statements of operations, stockholders' equity and cash flows of the Guarantors for such month and for the period from the beginning of the then current fiscal year of the Guarantors to the end of such month, all in reasonable detail, and certified by the chief financial officer of Think Finance as being true and correct and fairly presenting in accordance with GAAP, the financial position and results of operations of the Guarantors, subject to normal year end adjustments and absence of footnote disclosure;

(iii) Compliance Certificate. On the dates that the financial statements under clauses (i) and (ii) of this Section 6(b) are delivered, a duly completed Compliance Certificate, with appropriate insertions, dated the date of the applicable financial statements, and signed on behalf of Think Finance by its chief financial officer containing a computation of each of the covenants set forth in Section 6(a) and to the effect that such officer has not become aware of any Event of Default (or event or circumstance that, with the passage of time, the giving of notice, or both, would become an Event of Default) that has occurred and is continuing or, if there is any such Event of Default (or event or circumstance that, with the passage of time, the giving of notice, or both, would become an Event of Default), describing it and the steps, if any, being taken to cure it;

(iv) Monthly Compliance Checklist. On the dates that the financial statements under clauses (i) and (ii) of this Section 6(b) are delivered, a duly completed compliance checklist, in form and substance satisfactory to Collateral Agent, dated the date of the applicable financial statements, and signed on behalf of Think Finance by its chief financial officer, indicating whether or not the Guarantors are in compliance with each covenant set forth in Section 6(b) and whether each representation and warranty contained in Sections 5(a), (b) and (c) is true and correct as though made on such date (except for representations and warranties that speak as of a specific date);

(v) Budget. As soon as practicable, but in any event within thirty (30) calendar days after the end of each fiscal year, a budget, sales projections and operating plans for the Guarantors for the next fiscal year;

(vi) Information Regarding Collateral. Each Guarantor will furnish to Collateral Agent prompt written notice, and in any event within thirty (30) days of such occurrence, of any change (A) in such Person's corporate name and/or jurisdiction of organization, (B) in such Person's identity or corporate structure, (C) in such Person's Federal Taxpayer Identification Number or (D) in such Person's chief executive office. Each Guarantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the UCC or otherwise that are required in order for the Collateral Agent, for the benefit of the GPLS Secured Parties, to continue at all times following such change to have a valid, legal and perfected security interest in all the Collateral and for the Collateral at all times following such change to be subject to a valid, legal and perfected security interest in favor of the Collateral Agent, for the benefit of the GPLS Secured Parties, as contemplated herein. Each Guarantor will furnish to the Collateral Agent prompt written notice of any Lien (other than Permitted Liens) or material claims made or asserted against any Collateral or interest therein. Each Guarantor also agrees promptly to notify the Collateral Agent in writing if any material portion of the Collateral is lost, damaged or destroyed, or if any material change occurs in the Collateral, or the occurrence of any event which would have a Material Adverse Effect on the value of the Collateral or on the Collateral Agent's Lien thereon;

(vii) Program and Loan Portfolio Reporting. Think Finance will furnish to Collateral Agent (A) no later than the third Business Day of each calendar week, a performance report of each of the Programs as of the end of business on Friday of the previous calendar week, in form and substance reasonably acceptable to the Collateral Agent; provided, the foregoing notwithstanding, Think Finance shall not be required to provide such performance report with respect to the GP Lending Program, but solely with regard to the GP Lending Program, until the first full calendar week immediately following the calendar week in which GPLS has consummated its initial purchase of Loans under the GP Loan Purchase Agreement and (B) together with the delivery of the financial statements and reports pursuant to clauses (i) and (ii) of this Section 6(b), a summary report with respect to the loan portfolio of Think Finance and its subsidiaries containing such information as may be reasonably requested by Collateral Agent; and

(viii) Collateral Reports. Think Finance shall furnish to the Collateral Agent from time to time statements and schedules further identifying and describing the Collateral and such other documents in connection with the Collateral as the Collateral Agent may reasonably request, all in reasonable detail and in form and substance satisfactory to the Collateral Agent.

(c) Mergers, Acquisitions and Asset Sales. None of the Guarantors shall enter into any transaction of merger or consolidation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), or convey, sell, lease or sub lease (as lessor or sublessor), exchange, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any part of its business, assets, property, Collateral or Securities of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, whether now owned or hereafter acquired, or acquire by purchase or otherwise (other than purchases or other acquisitions of inventory, materials and equipment in the ordinary course of business) the business, property or fixed assets of, or stock or other evidence of beneficial ownership of, any Person or any division or line of business or other business unit of any Person, except:

(i) any subsidiary of Think Finance (other than TF SPV) may be merged with or into Think Finance or be liquidated, wound up or dissolved, or all or any part of its business, property or assets may be conveyed, sold, leased, transferred or otherwise disposed of, in one transaction or a

series of transactions, to Think Finance; provided, in the case of such a merger, Think Finance shall be the continuing or surviving entity;

(ii) sales or other dispositions of assets of Think Finance (but not, for purposes of clarification, of TF SPV) and sales or disposals of consumer loans of Think Finance (but not, for purposes of clarification, of TF SPV), the proceeds of which do not exceed \$1,000,000 in the aggregate from and after the Closing Date; provided, the consideration received for such assets shall be in an amount at least equal to the fair market value thereof (determined in good faith by the board of directors (or similar governing body) of Think Finance);

(iii) disposals of obsolete or worn out property; provided that the consideration received for such assets shall be in an amount at least equal to the fair market value thereof (determined in good faith by the board of directors (or similar governing body) of Think Finance or TF SPV, as applicable);

(iv) reasonable expenditures of cash in the ordinary course of business or as otherwise approved by the board of directors (or similar governing body) of the applicable Guarantor;

(v) the sale of store front pay-day loan locations operated by PayDay XL, LLC;
and

(vi) the consummation of a Qualified Public Offering by Think Finance or an acquisition of all or substantially all of the assets or outstanding equity securities of Think Finance for a purchase price of at least \$250,000,000.

(d) Other Information. Each Guarantor shall deliver to Collateral Agent:

(i) promptly upon their becoming available, copies of (A) all financial statements, reports, notices and proxy statements sent or made available generally by such Person to its security holders acting in such capacity or by any subsidiary of such Person to its security holders, (B) all regular and periodic reports and all registration statements and prospectuses, if any, filed by such Person or any subsidiaries with any securities exchange or with the Securities and Exchange Commission or any governmental or private regulatory authority and (C) all press releases and other statements made available generally by such Person or any subsidiaries to the public concerning material developments in the business of such Person or any subsidiaries;

(ii) subject to limitations imposed by applicable law, promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of such Person or any of its subsidiaries (other than any routine inquiry);

(iii) promptly upon receipt thereof, copies of all financial reports submitted to such Person or any of its subsidiaries by its auditors in connection with any audit of the books thereof;

(iv) promptly upon receipt thereof, copies of any reports submitted by the Guarantors' independent public accountants in connection with each annual, interim or special audit or review of any type of the financial statements or internal control systems of the Guarantors made

by such accountants, including any comment letters submitted by such accountants to management of the Guarantors in connection with their services;

(v) promptly upon any officer of a Guarantor obtaining knowledge: (A) of an Event of Default (or event or circumstance that, with the passage of time, the giving of notice, or both, would become an Event of Default) or that notice has been given to a Guarantor with respect thereto; (B) that any Person has given any notice to a Guarantor or taken any other action with respect to any event or condition set forth in Section 7; or (C) of the occurrence of any event or change that has caused or evidences, either in any case or in the aggregate, a Material Adverse Effect, a certificate of its chief executive officer or chief financial officer specifying the nature and period of existence of such condition, event or change, or specifying the notice given and action taken by any such Person and the nature of such claimed Event of Default, default, event or condition, and the action(s) such Guarantor has taken, is taking and proposes to take with respect thereto;

(vi) promptly upon any officer of a Guarantor obtaining knowledge of (A) the institution of, or non-frivolous threat of, any adverse Proceeding not previously disclosed in writing by the Guarantors to Collateral Agent or (B) any material development in any adverse Proceeding that, in the case of either clause (A) or (B) if adversely determined, could be reasonably expected to have a Material Adverse Effect, or seeks to enjoin or otherwise prevent the consummation of, or to recover any damages or obtain relief as a result of, the transactions contemplated hereby, written notice thereof together with such other information as may be reasonably available to the Guarantors to enable Collateral Agent and its counsel to evaluate such matters;

(vii) within ten (10) days following request by Collateral Agent, copies of each federal income tax return filed by or on behalf of a Guarantor and requested by Collateral Agent; and

(viii) such other information, documents and data with respect to such Person as from time to time may be reasonably requested by Collateral Agent.

(e) Prohibition Against Other Liens. None of the Guarantors shall, directly or indirectly create, incur, assume or permit to exist any Lien on or with respect to any property or asset of any kind (including any document or instrument in respect of goods or accounts receivable and any Securities) of such Person, whether now owned or hereafter acquired, or any income or profits therefrom, or file or permit the filing of, or permit to remain in effect, any financing statement or other similar notice of any Lien with respect to any such property, asset, income or profits under the UCC of any State or under any similar recording or notice statute, except (collectively, "Permitted Liens"):

(i) Liens in favor of the Collateral Agent, for the benefit of the GPLS Secured Parties;

(ii) Liens for taxes if obligations with respect to such taxes are being contested in good faith by appropriate proceedings promptly instituted and diligently conducted so long as such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made for any such contested amounts;

(iii) statutory Liens of landlords, banks (and rights of set off), of carriers, warehousemen, mechanics, repairmen, workmen and materialmen, and other Liens imposed by law

(other than any such Lien imposed pursuant to §§401 (a)(29) or 412(n) of the Code or by ERISA), in each case incurred in the ordinary course of business (A) for amounts not yet overdue, or (B) for amounts that are overdue and that (in the case of any such amounts overdue for a period in excess of five (5) days) are being contested in good faith by appropriate proceedings, so long as such reserves or other appropriate provisions, if any, as shall be required by GAAP shall have been made for any such contested amounts;

(iv) Liens incurred in the ordinary course of business in connection with workers' compensation, unemployment insurance and other types of social security, or to secure the performance of tenders, statutory obligations, surety and appeal bonds, bids, leases, government contracts, trade contracts, performance and return of money bonds and other similar obligations (exclusive of obligations for the payment of borrowed money or other Indebtedness), so long as no foreclosure, sale or similar proceedings have been commenced with respect to any portion of the Collateral on account thereof;

(v) easements, rights of way, restrictions, encroachments, and other minor defects or irregularities in title, in each case which do not and will not interfere in any material respect with the value or use of the property to which such Lien is attached or with the ordinary conduct of the business of such Person;

(vi) any interest or title of a lessor or sublessor under any lease of real estate;

(vii) Liens solely on any cash earnest money deposits made by such Person in connection with any letter of intent or purchase agreement permitted hereunder;

(viii) purported Liens evidenced by the filing of precautionary UCC financing statements relating solely to operating leases of personal property entered into in the ordinary course of business;

(ix) Liens in favor of customs and revenue authorities arising as a matter of law to secure payment of customs duties in connection with the importation of goods;

(x) any zoning or similar law or right reserved to or vested in any governmental office or agency to control or regulate the use of any real property, in each case which do not and will not interfere with or affect in any material respect the use, value or operations of any real estate assets or in the ordinary conduct of the business of such Person;

(xi) licenses of patents, trademarks and other intellectual property rights granted by such Person in the ordinary course of business and not interfering in any respect with the ordinary conduct of the business of such Person;

(xii) Liens (A) which are junior in priority to those of the Collateral Agent, for the benefit of the GPLS Secured Parties, pursuant to a subordination agreement acceptable to the Collateral Agent, (B) which may not be foreclosed upon without the consent of the Collateral Agent, (C) which attach only to Goods and (D) which, in the aggregate, does not secure Indebtedness in excess of \$1,000,000;

(xiii) Liens securing Indebtedness permitted pursuant to Section 6(f)(ix); provided, any such Lien shall encumber only the asset acquired with the proceeds of such Indebtedness; and

(xiv) Liens in favor of Michael C. Stinson granted under the Stinson Loan Documents.

(f) Prohibition Against Other Indebtedness. None of the Guarantors shall, directly or indirectly, create, incur, assume or guaranty, or otherwise become or remain directly or indirectly liable with respect to any Indebtedness, except (collectively, "Permitted Indebtedness"):

(i) the "Obligations" (as defined in the Stinson Loan Documents) in an aggregate principal amount not to exceed \$12,300,000, reduced by the amount of any principal repayments and permanent commitment reductions under the Stinson Loan Documents to the extent that such repayments and reductions may not be reborrowed;

(ii) Indebtedness of any subsidiary (other than TF SPV) to Think Finance or any other subsidiary (other than TF SPV); provided, all such Indebtedness shall be unsecured;

(iii) guaranty by Think Finance of TC Decision Sciences, LLC's obligations pursuant to the Consulting Agreement, as in effect on the date of execution thereof;

(iv) Indebtedness in respect of netting services, overdraft protections and otherwise in connection with customary deposit accounts maintained by Think Finance or any subsidiary (other than TF SPV) as part of its ordinary cash management program;

(v) performance guaranties in the ordinary course of business and consistent with historic practices of the obligations of suppliers, customers, franchisees and licensees of Think Finance and its subsidiaries;

(vi) guaranties by Think Finance of Indebtedness of any subsidiary or guaranties by any subsidiary (other than TF SPV) of any Indebtedness of Think Finance with respect, in each case, to Indebtedness otherwise permitted to be incurred pursuant to this Section 6(f);

(vii) Indebtedness which is secured by Liens permitted under Section 6(e)(xii);

(viii) Indebtedness of Think Finance or any of its subsidiaries (other than TF SPV) with respect to capital leases; provided, the principal amount of such Indebtedness shall not exceed at any time \$2,500,000 for Think Finance and any of its subsidiaries;

(ix) purchase money Indebtedness of Think Finance or any of its subsidiaries (other than TF SPV); provided, (A) any such Indebtedness shall be secured only by the asset acquired in connection with the incurrence of such Indebtedness and (B) the aggregate amount of all such Indebtedness shall not exceed at any time \$2,500,000 in the aggregate for Think Finance and any of such subsidiaries;

(x) other unsecured Indebtedness of Think Finance and its subsidiaries (other than TF SPV), which is subordinated to the guaranties by the Guarantors hereunder of the Obligations on terms acceptable to Collateral Agent in its sole discretion in an aggregate amount not to exceed at any time \$25,000,000, excluding any CSO Loans;

(xi) the Indebtedness under the Shaper & Dean Loan Documents in an aggregate principal amount not to exceed \$1,250,000, reduced by the amount of any principal repayments and permanent commitment reductions under the Shaper & Dean Loan Documents to the extent that such

repayments and reductions may not be reborrowed, and unsecured guaranties by Think Finance of such obligations under the Shaper & Dean Loan Documents; and

(xii) guaranties by the Guarantors in favor of VP, for the benefit of the GPLS Secured Parties;

provided, that no Indebtedness otherwise permitted by clauses (vii), (viii), (ix) or (x) shall be assumed, created, or otherwise refinanced if an Event of Default (or event or circumstance that, with the passage of time, the giving of notice, or both, would become an Event of Default) has occurred or would result therefrom.

(g) Restricted Junior Payments. None of the Guarantors shall directly or indirectly:

(i) declare or pay any dividend or make any other payment or distribution on account of a Guarantor's equity Securities (including, without limitation, any payment in connection with any merger or consolidation involving a Guarantor) or to the direct or indirect holders of a Guarantor's equity Securities in their capacity as such, other than (A) dividends or distributions by a subsidiary of a Guarantor (other than TF SPV) to a Guarantor and (B) monthly distributions of funds maintained in the TF SPV Accounts to Think Finance commencing on the fifth (5th) Business Day after the financial statements under Section 6(b)(ii) shall have been delivered, commencing with the month of February, 2011; provided, the foregoing notwithstanding, no such distributions shall be made to Think Finance pursuant to this clause (B) after the occurrence of an Event of Default and during the fifteen (15) day period immediately following the occurrence of such Event of Default; provided, further, that if the Collateral Agent has not delivered an Event of Default Redemption Notice in accordance with Section 3.5 of the Administrative Agent Agreement during such fifteen (15) day period, then TF SPV shall be permitted to make such distribution to Think Finance commencing on the sixteenth (16th) day immediately following the occurrence of such Event of Default and continuing until such time, if any, as another Event of Default shall have occurred (whereupon the fifteen (15) day suspension period described above shall be reinstated);

(ii) purchase, redeem or otherwise acquire or retire for value (including, without limitation, in connection with any merger or consolidation involving a Guarantor) any Securities of a Guarantor, except to the extent permitted or required under the Administrative Agent Agreement; or

(iii) make any payment (including by setoff) on or with respect to, accelerate the maturity of, or purchase, redeem, defease or otherwise acquire or retire for value any Indebtedness of a Guarantor (or set aside or escrow any funds for any such purpose), except for (A) payments of principal, interest and other amounts under the guaranties by the Guarantors of the Obligations, (B) payments of principal, interest and other amounts under the Stinson Loan Documents, (C) regularly scheduled non accelerated payments of principal, interest and other amounts under the Shaper & Dean Loan Documents and (D) subject to the terms of applicable subordination terms, if any, regularly scheduled non accelerated payments of any other Permitted Indebtedness.

If any amount distributed to Think Finance pursuant to Section 6(g)(i)(B) that was not permitted to be so distributed is received by Think Finance, such amount shall not be commingled with any asset of Think Finance, shall be held in trust by Think Finance, for the benefit of the TF SPV Accounts, and shall be promptly paid over to the TF SPV Accounts.

(h) Payment of Taxes and Claims. Each Guarantor shall pay all Taxes imposed upon it or any of its properties or assets or in respect of any of its income, businesses or franchises before any penalty or fine accrues thereon, and all claims (including claims for labor, services, materials and supplies) for sums that have become due and payable and that by law have or may become a Lien upon any of its properties or assets, prior to the time when any penalty or fine shall be incurred with respect thereto; provided, no such Tax or claim need be paid if it is being contested in good faith by appropriate proceedings promptly instituted and diligently conducted, so long as (i) adequate reserves or other appropriate provision, as shall be required in conformity with GAAP shall have been made therefor and (ii) in the case of a Tax or claim which has or may become a Lien against any of the Collateral, such contest proceedings conclusively operate to stay the sale of any portion of the Collateral to satisfy such Tax or claim. None of the Guarantors shall file or consent to the filing of any consolidated income tax return with any Person other than direct or indirect wholly-owned subsidiaries of Think Finance.

(i) Books and Records. Each Guarantor shall (A) keep adequate books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (B) permit any representatives designated by Collateral Agent (including employees of Collateral Agent or any consultants, accountants, lawyers and appraisers retained by Collateral Agent) to visit and inspect any of the properties or Collateral of the Guarantors, to inspect, copy and take extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers and independent accountants, all upon reasonable prior written notice and at such reasonable times during normal business hours (so long as no Event of Default (or event or circumstance that, with the passage of time, the giving of notice, or both, would become an Event of Default) has occurred and is continuing) and as often as may reasonably be requested and by this provision each Guarantor authorizes such accountants to discuss with Collateral Agent and such representatives the affairs, finances and accounts of the Guarantors; provided, that the Collateral Agent may only exercise its rights pursuant to this Section 6(i)(i) once every six (6) months unless an Event of Default has occurred and is continuing (in which case no such limitations shall apply). Each Guarantor acknowledges that Collateral Agent, after exercising its rights of inspection, may prepare certain reports pertaining to any Guarantor's assets for internal use by Collateral Agent. After the occurrence and during the continuance of any Event of Default, each Guarantor shall provide Collateral Agent with access to its customers and suppliers.

(j) Compliance with Laws. Each Guarantor shall comply in all material respects, with the requirements of all applicable laws, rules, regulations and orders of any governmental authority (including all environmental laws and Consumer Credit Laws). Each Guarantor shall take all reasonable and necessary actions to ensure that no portion of the proceeds from any VP Investments will be used, disbursed or distributed for any purpose, or to any Person, directly or indirectly, in violation of any applicable laws, including, without limitation, the Terrorism Laws and shall take all reasonable and necessary action to comply in all material respects with all applicable laws, including, without limitation, the Terrorism Laws.

(k) No Further Negative Pledges. None of the Guarantors shall enter into, assume or become subject to any agreement prohibiting or otherwise restricting the existence of any Lien upon any of their properties or assets in favor of the Collateral Agent as set forth under the Transaction Documents, whether now owned or hereafter acquired, or requiring the grant of any security for any obligation if such property or asset is given as security under the Transaction Documents, except in connection with any Permitted Liens or any document or instrument governing any Permitted Liens;

provided, that any such restriction contained therein relates only to the property or asset subject to such Permitted Liens (or proceeds thereof).

(l) Affiliate Transactions. None of the Guarantors shall directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease or exchange of any property or the rendering of any service) with any Affiliate of the Guarantors, unless such transaction is on terms that are, taken as a whole, no less favorable to the Guarantors, as the case may be, than those that might be obtained at the time from a Person who is not an Affiliate and are fully disclosed in writing to Collateral Agent prior to consummation thereof.

(m) Existence and Maintenance of Properties. Each Guarantor shall maintain and preserve (i) its existence and good standing in the jurisdiction of its organization and (ii) its qualification to do business and good standing in each jurisdiction where the nature of its business makes such qualification necessary (other than such jurisdictions in which the failure to be so qualified or in good standing could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect). Each Guarantor shall maintain or cause to be maintained in good repair, working order and condition, ordinary wear and tear excepted, all material properties used or useful in the business of the Guarantors, and from time to time will make or cause to be made all appropriate repairs, renewals and replacements thereof.

(n) Modification of Organizational Documents and Certain Documents. None of the Guarantors shall, without the prior written consent of Collateral Agent, permit (i) any of their charters, by-laws or other organizational documents to be amended or modified in any respect adverse to Collateral Agent or VP Trust I or (ii) any of the Stinson Loan Documents or the Shaper & Dean Loan Documents to be amended or modified in any respect adverse to the Guarantors.

(o) Pledged TF SPV Equity and Pledged GPLS Shares. Think Finance and TF SPV shall deliver, or cause to be delivered, all certificates or instruments representing or evidencing the Pledged TF SPV Equity and the Pledged GPLS Shares to the Collateral Agent, which shall be in suitable form for transfer by delivery, or shall be accompanied by duly executed instruments of transfer or assignment in blank, all in form and substance satisfactory to the Collateral Agent, and each Guarantor agrees to execute and deliver, or cause to be executed and delivered, to the Collateral Agent a Consent, in the form attached hereto as Exhibit B, and a Pledge Instruction, in the form attached hereto as Exhibit C and by this reference each made a part hereof. The Collateral Agent shall have the right, at any time in its discretion and without notice to any Guarantor, after the occurrence of any Event of Default, to transfer to or to register in the name of the Collateral Agent, for the benefit of the GPLS Secured Parties, or any of its nominees any or all of such Pledged TF SPV Equity and such Pledged GPLS Shares. The Collateral Agent shall also have the right at any time, in connection with exercising its rights hereunder, to exchange certificates or instruments, if any, representing or evidencing such Pledged TF SPV Equity and/or such Pledged GPLS Shares for certificates or instruments of smaller or larger denominations. So long as no Event of Default shall have occurred and be continuing, the Guarantors shall be entitled to exercise any and all voting and other rights pertaining to the Pledged TF SPV Equity and the Pledged GPLS Shares or any part thereof for any purpose not inconsistent with the terms of this Agreement and the other Transaction Documents; provided, however, that no Guarantor shall exercise or refrain from exercising any such right if such action or inaction could reasonably be expected to have a Material Adverse Effect on the value of the Pledged TF SPV Equity, the Pledged GPLS Shares or any part thereof or be inconsistent with or violate any provisions of this Agreement and the other Transaction Documents. So long as no Event of Default shall have occurred and be continuing, the Guarantors shall be entitled to receive

all dividends, distributions and payments paid from time to time in respect of the Pledged TF SPV Equity and the Pledged GPLS Shares to the extent permitted by the Transaction Documents. At any time an Event of Default has occurred and is continuing, any and all (A) dividends and other distributions paid or payable in cash in respect of the Pledged TF SPV Equity and the Pledged GPLS Shares in connection with a partial or total liquidation or dissolution or in connection with a reduction of capital, capital surplus or paid-in-surplus and (B) cash paid, payable or otherwise distributed in redemption of, or in exchange for, any Pledged TF SPV Equity or any Pledged GPLS Shares, shall be in each case forthwith delivered to the Collateral Agent, to hold and shall, if received by a Guarantor, be received in trust for the benefit of the Collateral Agent and the GPLS Secured Parties, be segregated from the other property or funds of such Guarantor, and be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement). All dividends or other distributions which are received by a Guarantor contrary to the provisions of this Section 6(o) shall be received in trust for the benefit of the Collateral Agent, on behalf of the GPLS Secured Parties, shall be segregated from other funds of such Guarantor and shall be forthwith paid over to the Collateral Agent in the same form as so received (with any necessary endorsement). Upon the occurrence and during the continuance of an Event of Default, (A) all voting and other rights of a Guarantor which it would otherwise be entitled to exercise pursuant to this Section 6(o) shall cease, and all such rights shall automatically thereupon (unless expressly waived in writing by the Collateral Agent) become vested in the Collateral Agent, for the benefit of the GPLS Secured Parties, which shall (unless expressly waived in writing by the Collateral Agent) thereupon have the sole right to exercise such rights in accordance with Section 7 hereof, and (B) all cash dividends or other distributions payable in respect of the Pledged TF SPV Equity and the Pledged GPLS Shares shall be paid to the Collateral Agent, for the benefit of the GPLS Secured Parties, and each Guarantor's right to receive such cash payments pursuant to this Section 6(o) shall immediately and automatically cease.

(p) Notice of Commercial Tort Claims. TF SPV agrees that if TF SPV shall acquire any interest in any commercial tort claim (whether from another Person or because such commercial tort claim shall have come into existence), (i) TF SPV shall, immediately upon such acquisition, deliver to the Collateral Agent, in each case in form and substance reasonably satisfactory to the Collateral Agent, a notice of the existence and nature of such commercial tort claim and a supplement to Schedule 4(b)(ii) containing a specific description of such commercial tort claim, (ii) Section 4 shall apply to such commercial tort claim and (iii) TF SPV shall execute and deliver to the Collateral Agent, in each case in form and substance satisfactory to the Collateral Agent, any document, and take all other action, deemed by the Collateral Agent to be reasonably necessary or appropriate for the Collateral Agent to obtain, on behalf of the GPLS Secured Parties, a first priority perfected security interest in all such commercial tort claims. Any supplement to Schedule 4(b)(ii) delivered pursuant to this Section 6(p) shall, after the receipt thereof by the Collateral Agent, become part of Schedule 4(b)(ii) for all purposes hereunder other than in respect of representations and warranties made prior to the date of such receipt.

(q) Maintenance of Perfected Security Interest. Each Guarantor shall maintain the Liens and security interests created by this Agreement as a perfected security interest having at least the priority described in Sections 5(a)(xii) and 5(b)(xiii), respectively, and shall defend such Liens and security interests and such priority against the claims and demands of all Persons. Each Guarantor shall safeguard and protect all Collateral for the account of the Collateral Agent. Each Guarantor agrees at any time and from time to time, upon the written request of the Collateral Agent, it shall, for the purpose of obtaining or preserving the full benefits of this Agreement and of the rights and powers herein granted, promptly and duly execute and deliver, and have recorded, such further

documents, including an authorization to file (or, as applicable, the filing) of any financing statement or amendment under the UCC (or other filings under similar Laws) in effect in any jurisdiction with respect to the security interest created hereby. Each Guarantor hereby authorizes the Collateral Agent, for the benefit of the GPLS Secured Parties, to file one or more financing statements under the UCC, with respect to the security interests granted hereunder with the filing and recording agencies in any jurisdiction deemed necessary or desirable in the sole and absolute discretion of the Collateral Agent. TF SPV further irrevocably authorizes the Collateral Agent, for the benefit of the GPLS Secured Parties, at any time and from time to time to file in any filing office in any jurisdiction any initial financing statement or amendment thereto that indicates the collateral as “all assets” or “all personal property” of TF SPV or words of similar effect. The Guarantors will pay the cost of filing the same in all public offices wherever filing is, or is deemed by the Collateral Agent to be, necessary or desirable to effect the rights and obligations provided for herein. Without limiting the generality of the foregoing, the Guarantors shall pay all fees, taxes and other amounts necessary to maintain the Collateral and the security interests granted hereunder, and the Guarantors shall obtain and furnish to the Collateral Agent from time to time, upon demand, such releases and/or subordinations of claims and liens which may be required to maintain the priority of the security interests granted hereunder.

(r) Protection of Collateral. Each Guarantor shall take all steps reasonably necessary to diligently pursue and seek to preserve, enforce and collect any rights, claims, causes of action and accounts receivable in respect of the Collateral. Each Guarantor shall within five (5) Business Days notify the Collateral Agent in sufficient detail upon becoming aware of any attachment, garnishment, execution or other legal process levied against any Collateral and of any other information received by such Guarantor that may materially adversely affect the value of the Collateral, the Liens and security interests granted hereunder or the rights and remedies of the Collateral Agent hereunder.

(s) Further Assurances. Each Guarantor shall promptly execute and deliver to the Collateral Agent such further deeds, mortgages, fixture filings, assignments, security agreements, financing statements or other instruments, documents, certificates and assurances and take such further action as the Collateral Agent may from time to time request and may in its sole discretion deem necessary to perfect, protect or enforce its security interest in the Collateral or any additional collateral, including, without limitation, the execution and delivery of separate mortgages and fixture filings, which shall be satisfactory to the Collateral Agent in its sole discretion for real or personal property interest.

(t) Duty to Hold in Trust. Upon the occurrence and during the continuance of any Event of Default, the Guarantors shall, upon receipt of any revenue, income or other sums subject to the security interests granted hereunder, whether payable pursuant to this Agreement, any of the other Transaction Documents or otherwise, or of any check, draft, note, trade acceptance or other instrument evidencing an obligation to pay any such sum, hold the same in trust for the Collateral Agent, for the benefit of the GPLS Secured Parties, and shall forthwith endorse and transfer any such sums or instruments, or both, to the Collateral Agent, on behalf of the GPLS Secured Parties, for application to the satisfaction of the Obligations.

(u) Right of First Refusal on Stinson Indebtedness and Shaper & Dean Indebtedness. If Think Finance seeks to refinance the Indebtedness under the Stinson Loan Documents and/or the Shaper & Dean Loan Documents other than refinancings by the existing lenders under such documents as of the Closing Date and their respective Family Group, then Collateral Agent shall have the right of first refusal of any offer regarding such refinancing as follows: Think Finance will

give Collateral Agent written notice (a "Refinancing ROFR Notice") describing the refinancing and the price and terms of such refinancing (collectively, the "Refinancing Opportunity"). Collateral Agent shall have forty-five (45) days from the date of its receipt of a Refinancing ROFR Notice to agree to refinance the Indebtedness under the Stinson Loan Documents and/or the Shaper & Dean Loan Documents, as applicable, pursuant to the Refinancing Opportunity. If Collateral Agent fails to exercise such right of first refusal within said 45-day period with respect to all of the Refinancing Opportunity, then the unclaimed Refinancing Opportunity may be offered to other investors at a price and upon such other terms no more favorable to such other investors than those specified in the applicable Refinancing ROFR Notice; provided, further, that in the event the consummation of the Refinancing Opportunity to such other investors has not been consummated within the 90-day period from the date of the Refinancing ROFR Notice, no Refinancing Opportunity may be offered by Think Finance (or its Subsidiaries or Affiliates) to such other investors without first offering such Refinancing Opportunity to Collateral Agent in the manner provided above.

(v) Prohibition Against Illiquid Investments. From and after the Closing Date, none of the Guarantors shall, directly or indirectly, make or own any Illiquid Investments, except for (i) Consumer Loans, (ii) purchases of GPLS Shares and (iii) the establishment of new Subsidiaries that have become "Guarantors" hereunder by executing a joinder hereto in form and substance acceptable to the Collateral Agent.

(w) Joinder of New Subsidiaries as Guarantor. Think Finance shall cause each new subsidiary formed by Think Finance or any of its subsidiaries after the Closing Date to become a Guarantor hereunder by causing such new subsidiary to execute and deliver to the Collateral Agent a Joinder Agreement substantially in the form of Exhibit D attached hereto and such new subsidiary shall thereafter for all purposes be a "Guarantor" and have the same rights, benefits and obligations as a Guarantor hereto on the Closing Date.

(x) Right of First Refusal on New Installment Loan Program. Until the outstanding principal amount of GPLS Investments is at least equal to \$150,000,000, if Think Finance or any of its Subsidiaries or Affiliates (i) seeks to establish or participate in a New Installment Loan Program other than an Excluded New Installment Loan Program or (ii) establishes or participates in a New Installment Program that constituted an Excluded New Installment Loan Program at the time of such establishment but thereafter ceases to be an Excluded New Installment Program, then in each case, Collateral Agent shall have the right of first refusal to invest in such New Installment Loan Program on the same economic terms and conditions as the GPLS Secured Parties are entitled to receive in connection with their investment in the GP Lending Program (which economic terms and conditions, for purposes of clarification, are as contained in the Transaction Documents) as follows: Think Finance will give Collateral Agent written notice (a "New Program ROFR Notice") describing the New Installment Loan Program and the terms thereof, which terms shall be no less favorable to an investor than the economic terms and conditions as the GPLS Secured Parties are entitled to receive in connection with their investment in the GP Lending Program (which economic terms and conditions, for purposes of clarification, are as contained in the Transaction Documents) (collectively, the "New Program Opportunity"). Collateral Agent shall have forty-five (45) days from the date of its receipt of a New Program ROFR Notice to agree to participate in such New Installment Loan Program pursuant to the New Program Opportunity. If Collateral Agent fails to exercise such right of first refusal within said 45-day period with respect to the New Program Opportunity, then the New Program Opportunity may be offered to other investors upon such terms and conditions no more

favorable to such other investors than those specified in the applicable New Program ROFR Notice; provided, further, that in the event the consummation of the New Program Opportunity to such other investors has not been consummated within the 90-day period from the date of the New Program ROFR Notice, no New Program Opportunity may be offered by Think Finance (or its Subsidiaries or Affiliates) to such other investors without first offering such New Program Opportunity to Collateral Agent in the manner provided above.

(y) Post-Closing Actions. As soon as is reasonably practicable and in any event within ten (10) Business Days follow receipt and request for signature from Collateral Agent, Think Finance shall deliver to the Collateral Agent such documents and instruments as are necessary or reasonably required by the Collateral Agent under the law of the Cayman Islands to evidence the pledge of the Original Pledged GPLS Shares, in form and substance reasonably acceptable to the Collateral Agent and the Collateral Agent's Cayman Islands counsel.

7. **Rights Upon Event of Default.**

(a) Event of Default. Each of the following events shall constitute an "Event of Default":

(i) any failure by (A) the Agent to sweep any amount into the Maintenance Account when and as required to be swept under the Administrative Agent Agreement or (B) a Guarantor, Agent, GP Lending or the UF to pay to any of the GPLS Secured Parties any amount (including, without limitation, the Fixed Return, the Non-Yield Maintenance Premium, the Yield Maintenance Premium, the Maintenance Fee or the Agent Shortfall Obligation, as applicable) when and as required to be paid hereunder, under the Administrative Agent Agreement, any of the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement or under any of the other Transaction Documents or any other agreement, document, certificate or other instrument delivered in connection with the transactions contemplated hereby or thereby;

(ii) any default occurs and is continuing under, or any redemption of or acceleration prior to maturity of, any Indebtedness of a Guarantor, Agent or GP Lending in excess of \$1,000,000, except for the redemption of the obligations under the Stinson Loan Documents and/or the Shaper & Dean Loan Documents;

(iii) (A) any of a Guarantor, Agent or GP Lending, pursuant to or within the meaning of Title 11, U.S. Code, or any similar federal, foreign or state law for the relief of debtors (collectively, "Bankruptcy Law"), (1) commences a voluntary case, (2) consents to the entry of an order for relief against it in an involuntary case, or to the conversion of an involuntary case to a voluntary case, (3) consents to the appointment of or taking of possession by a receiver, trustee, assignee, liquidator or similar official (a "Custodian") for all or a substantial part of its property, (4) makes a general assignment for the benefit of its creditors or (5) admits in writing that it is insolvent or is otherwise generally unable to pay its debts as they become due or (B) the board of directors (or similar governing body) of any of a Guarantor, Agent or GP Lending (or any committee thereof) adopts any resolution or otherwise authorizes any action to approve any of the actions referred to in this Section 7(a)(iii) or in Section 7(a)(iv);

(iv) a court of competent jurisdiction (A) enters an order or decree under any Bankruptcy Law, which order or decree (1) (x) is not stayed or (y) is not rescinded, vacated, overturned, or otherwise withdrawn within thirty (30) days after the entry thereof, and (2) is for relief

against any of a Guarantor, Agent or GP Lending in an involuntary case, (B) appoints a Custodian over all or a substantial part of the property of any of a Guarantor, Agent or GP Lending and such appointment continues for thirty (30) days, (C) orders the liquidation of any of a Guarantor, Agent or GP Lending or (D) issues a warrant of attachment, execution or similar process against any substantial part of the property of any of a Guarantor, Agent or GP Lending;

(v) a final judgment or judgments, non-interlocutory orders, decrees or arbitration awards for the payment of money in excess of \$1,000,000 or that otherwise could reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect are rendered against any of a Guarantor, Agent or GP Lending and which judgments are not, within fifteen (15) days after the entry thereof, bonded, discharged or stayed pending appeal, or are not discharged within fifteen (15) days after the expiration of such stay, unless (in the case of a monetary judgment) such judgment is covered by third-party insurance, so long as such Guarantor, Agent or GP Lending, as applicable, provides Collateral Agent a written statement from such insurer (which written statement shall be reasonably satisfactory to Collateral Agent) to the effect that such judgment is covered by insurance and such Guarantor, Agent or GP Lending, as applicable, will receive the proceeds of such insurance within fifteen (15) days following the issuance of such judgment;

(vi) (A) any of a Guarantor, Agent, GP Lending or the UF breaches any covenant, or other term or condition herein, in the Administrative Agent Agreement, any of the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement or in any other Transaction Document, or any "Event of Default" or similarly defined term occurs and is continuing with respect to any such agreement or (B) FBD Bank breaches any covenant or other term or condition of FBD Bank in the FBD Loan Purchase and Termination Agreement;

(vii) any representation or warranty made by any of a Guarantor, Agent, GP Lending or the UF herein or in any other Transaction Document is breached or is false or misleading, each in any material respect;

(viii) the UF shall not diligently enforce in a timely manner all of its rights and remedies under the FBD Loan Purchase and Termination Agreement in accordance with the provisions thereof and applicable law;

(ix) (A) the repudiation by any of a Guarantor, Agent, GP Lending or the UF of any of its obligations under this Agreement or any of the other Transaction Documents, or this Agreement or any of the other Transaction Documents or any term hereof or thereof shall cease to be, or is asserted by any Guarantor, Agent, GP Lending or the UF not to be, a legal, valid and binding obligation of any of such Guarantor, Agent, GP Lending or the UF, as the case may be, enforceable in accordance with its terms or (B) the repudiation by FBD Bank of any of its obligations under the FBD Loan Purchase and Termination Agreement or any term thereof shall cease to be, or is asserted by FBD Bank not to be, a legal, valid and binding obligation of FBD Bank, enforceable in accordance with its terms;

(x) any Lien against the Collateral intended to be created by this Agreement or any of the other Transaction Documents shall at any time be invalidated, subordinated or otherwise cease to be in full force and effect, for whatever reason, or any security interest purported to be created by this Agreement or any of the other Transaction Documents shall cease to be, or shall be asserted by any of a Guarantor, Agent, GP Lending or the UF not to be, a valid, first priority perfected Lien (to the extent that this Agreement or any of the other Transaction Documents

obligates the parties to provide such a perfected first priority Lien, and except to the extent Permitted Liens are permitted by the terms of this Agreement or any of the other Transaction Documents to have priority) in the Collateral (except as expressly otherwise provided under and in accordance with the terms of this Agreement or any of the other Transaction Documents), as applicable;

(xi) any material provision of this Agreement or any of the other Transaction Documents shall at any time for any reason be declared to be null and void, or the validity or enforceability thereof shall be contested by any of a Guarantor, Agent or GP Lending, or a proceeding shall be commenced by any of a Guarantor, Agent or GP Lending, or by any Governmental Authority having jurisdiction over such Guarantor, Agent or GP Lending, as applicable, seeking to establish the invalidity or unenforceability thereof, or any of a Guarantor, Agent or GP Lending shall deny that it has any liability or obligation purported to be created under this Agreement or any of the other Transaction Documents;

(xii) the occurrence of any event affecting the GP Lending Program which could reasonably be expected to cause Think Finance to be unable to comply with any of the financial covenants contained in Section 6(a), unless Think Finance shall have provided evidence satisfactory to Victory Park, in its sole discretion, within fifteen (15) days of the occurrence of such event, that such event is not reasonably likely to cause Think Finance to be unable to comply with any of such financial covenants, it being understood and agreed that an "Event of Default" shall be deemed to exist during such fifteen (15) day period solely for purposes of Sections 2.6(c)(ii) and 4.5 of the Administrative Agent Agreement;

(xiii) any of a Guarantor, Agent or GP Lending liquidates, dissolves, terminates or suspends its business operations;

(xiv) any of Ken Rees or Chris Lutes shall, at any time for any reason, cease to be employed by Think Finance in the same position and with duties substantially similar to those held as of the Closing Date, unless a replacement reasonably satisfactory to Collateral Agent shall have been appointed and employed within ninety (90) days of such individual's cessation of employment;

(xv) any default or event of default (monetary or otherwise) shall occur with respect to any Material Contract, subject to applicable grace or cure periods, if any, or

(xvi) the GP Loan Purchase Agreement shall not have been executed and become effective by May 1, 2011.

(b) Rights and Remedies. Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent, for itself and on behalf of each GPLS Secured Party, shall have the right to exercise all of the remedies conferred hereunder and under the other Transaction Documents, at law and in equity, and the Collateral Agent, for itself and on behalf of each GPLS Secured Party, shall have all the rights and remedies of a secured party under the UCC. Without limitation, the Collateral Agent shall also have the following rights and powers:

(i) the Collateral Agent shall have the right to take possession of the Collateral and, for that purpose, enter (with respect to leased premises, to the extent permitted by the owner thereof), with the aid and assistance of any person, any premises where the Collateral, or any part thereof, is or may be placed and remove the same, and the Guarantors shall assemble the Collateral

and make it available to the Collateral Agent at places which the Collateral Agent shall reasonably select, whether at the Guarantors' premises or elsewhere, and make available to the Collateral Agent, without rent paid by the Collateral Agent, all of the Guarantors' respective premises and facilities for the purpose of the Collateral Agent taking possession of, removing or putting the Collateral in saleable or disposable form;

(ii) the Collateral Agent shall have the right to operate the business of TF SPV using the Collateral and shall have the right to assign, sell, lease or otherwise dispose of and deliver all or any part of the Collateral, at public or private sale or otherwise, either with or without special conditions or stipulations, for cash or on credit or for future delivery, in such parcel or parcels and at such time or times and at such place or places, and upon such terms and conditions as the Collateral Agent may deem commercially reasonable and in accordance with all applicable laws, all without (except as shall be required by applicable statute and cannot be waived) advertisement or demand upon or notice to the Guarantors or right of redemption of the Guarantors, which are hereby expressly waived. Upon each such sale, lease, assignment or other transfer of Collateral, the Collateral Agent may, unless prohibited by applicable law which cannot be waived, purchase all or any part of the Collateral being sold, free from and discharged of all trusts, claims, right of redemption and equities of the Guarantors, which are hereby waived and released;

(iii) each Guarantor agrees that, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the absolute right to seek the immediate appointment of a receiver for all or any portion of the Collateral and/or any other real or personal property of the Guarantors given as security for the payment and performance of the Obligations. Such right to the appointment of a receiver for the assets of the Guarantors shall exist regardless of the value of the security for the amounts due under the Transaction Documents or secured hereby or of the solvency of any party bound for the payment of such indebtedness. Guarantors hereby irrevocably consent to such appointment and, upon the occurrence of an Event of Default under Section 7(a)(iii) or Section 7(a)(iv), waive notice of any application thereof, and agree that such appointment may be made by Collateral Agent on an ex parte basis; and

(iv) the remedies provided in this Agreement and each of the other Transaction Documents shall be cumulative and in addition to all other remedies available under any of the other agreements, documents, certificates or other instruments delivered in connection with the transactions contemplated hereby, at law or in equity (including a decree of specific performance and/or other injunctive relief), and nothing herein shall limit the Collateral Agent's right to pursue actual and consequential damages for any failure by any of the Guarantors, Agent or GP Lending to comply with the terms of this Agreement or any of the other Transaction Documents. Amounts set forth or provided for herein or in the other Transaction Documents with respect to payments and the like (and the computation thereof) shall be the amounts to be received by the applicable GPLS Secured Parties, and shall not, except as expressly provided herein, be subject to any other obligation of any of the Guarantors, Agent, GP Lending or the UF (or the performance thereof). Each Guarantor acknowledges that a breach by any of the Guarantors, Agent, GP Lending or the UF of any of their respective obligations hereunder and/or under the other Transaction Documents will cause irreparable harm to the GPLS Secured Parties and that the remedy at law for any such breach may be inadequate. Each Guarantor therefore agrees that, in the event of any such breach or threatened breach, the GPLS Secured Parties shall be entitled, in addition to all other available remedies, to an injunction restraining any breach, without the necessity of showing economic loss and without any bond or other security being required.

(c) Pledged TF SPV Equity and Pledged GPLS Shares. Each Guarantor recognizes that, by reason of certain prohibitions contained in the Securities Act and applicable state securities laws, the Collateral Agent may be compelled, with respect to any sale of all or any part of the Pledged TF SPV Equity or the Pledged GPLS Shares conducted without prior registration or qualification of such Pledged TF SPV Equity or such Pledged GPLS Shares under the Securities Act and/or such state securities laws, to limit purchasers to those who will agree, among other things, to acquire the Pledged TF SPV Equity or the Pledged GPLS Shares for their own account, for investment and not with a view to the distribution or resale thereof. Each Guarantor acknowledges that any such private sale may be at prices and on terms less favorable than those obtainable through a public sale without such restrictions (including a public offering made pursuant to a registration statement under the Securities Act) and, notwithstanding such circumstances, each Guarantor agrees that any such private sale shall be deemed to have been made in a commercially reasonable manner and that the Collateral Agent shall have no obligation to engage in public sales and no obligation to delay the sale of any Pledged TF SPV Equity or any Pledged GPLS Shares for the period of time necessary to permit the issuer thereof to register it for a form of public sale requiring registration under the Securities Act or under applicable state securities laws, even if such issuer would, or should, agree to so register it. If the Collateral Agent determines to exercise its right to sell any or all of the Pledged TF SPV Equity or the Pledged GPLS Shares, upon written request, each Guarantor shall and shall cause each issuer of any Pledged TF SPV Equity or any Pledged GPLS Shares to be sold hereunder, each partnership and each limited liability company from time to time to furnish to the Collateral Agent all such information as the Collateral Agent may request in order to determine the number and nature of interest, shares or other instruments included in the Pledged TF SPV Equity or the Pledged GPLS Shares which may be sold by the Collateral Agent in exempt transactions under the Securities Act and the rules and regulations of the Securities and Exchange Commission thereunder, as the same are from time to time in effect.

(d) Licensed Collateral. Notwithstanding any other provision contained herein or any of the other Transaction Documents, after the occurrence and during the continuance of an Event of Default, each Guarantor hereby agrees that with respect to any part of the Collateral which may require the consent of any third party or third parties in order for such Guarantor to transfer and/or convey its interest in and to such Collateral to the Collateral Agent, as may be required in accordance herewith, such Guarantor agrees to and shall use commercially reasonable efforts to obtain such consents or approvals in as expedient manner as practicable.

8. Applications of Proceeds.

The proceeds of any sale, lease or other disposition of the Collateral hereunder shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like (including, without limitation, any taxes, fees and other costs incurred in connection therewith) of the Collateral, second, to attorneys' fees and expenses incurred by the Collateral Agent in enforcing its rights hereunder and in connection with collecting, storing and disposing of the Collateral, and then to satisfaction of the Obligations to each GPLS Secured Party, and to the payment of any other amounts required by applicable law, after which the GPLS Secured Parties shall pay to the Guarantors any surplus proceeds. If, upon the sale, license or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the GPLS Secured Parties are legally entitled, the Guarantors will be liable for the deficiency, together with interest thereon, at the Default Return, and the fees of any attorneys employed by the Collateral Agent to

collect such deficiency. To the extent permitted by applicable law, each Guarantor waives all claims, damages and demands against the GPLS Secured Parties arising out of the repossession, removal, retention or sale of the Collateral, unless due to the gross negligence or willful misconduct of such GPLS Secured Party. All proceeds hereof or payments under any of the Transaction Documents shall apply to the GPLS Secured Parties on a pro-rata basis, in accordance with the principal amount of Loans outstanding at the time of such payment.

9. Costs and Expenses; Taxes.

(a) The Guarantors shall pay all reasonable out-of-pocket fees, costs and expenses incurred in connection with any filing required hereunder, including without limitation, any financing statements pursuant to the UCC, continuation statements, partial releases and/or termination statements related thereto or any expenses of any searches reasonably required by any GPLS Secured Party. The Guarantors shall also pay all other claims and charges which in the reasonable opinion of the Collateral Agent might prejudice, imperil or otherwise affect the Collateral or the security interests therein. The Guarantors will also, upon demand, pay to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees and expenses of its counsel and of any experts and agents, which the Collateral Agent may incur in connection with (a) the enforcement of this Agreement, (b) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral or (c) the exercise or enforcement of any of the rights of the GPLS Secured Parties under the Transaction Documents. Until so paid, any fees payable hereunder shall be added to the principal amount of the VP Investments and shall bear interest at the Default Return.

(b) All payments by or on behalf of the Guarantors hereunder and under any other Transaction Document shall be made, free and clear of and without deduction for any and all current or future taxes, levies, imposts, deductions, charges or withholdings that are or would be applicable to any GPLS Secured Party, and all liabilities with respect thereto, excluding income taxes imposed on the net income of any GPLS Secured Party by the jurisdiction under the laws of which such GPLS Secured Party is organized (all such nonexcluded taxes, levies, imposts, deductions, charges, withholdings and liabilities, collectively or individually, being called "Non-Excluded Taxes"). If any Non-Excluded Taxes are required to be withheld from or in respect of any sum payable hereunder to any GPLS Secured Party, (x) the sum payable shall be increased by the amount (an "Additional Amount") necessary so that, after making all required deductions (including deductions applicable to additional sums payable under this Section 9(b)) such GPLS Secured Party shall receive an amount equal to the sum it would have received had no such deductions been made, (y) the Guarantors shall make such deductions and (z) the Guarantors shall pay the full amount deducted to the relevant Governmental Authority in accordance with applicable law.

(c) The Guarantors will pay to the relevant Governmental Authority in accordance with applicable law any current or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or under any other Transaction Document, or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Transaction Document that are or would be applicable to any GPLS Secured Party ("Other Taxes").

(d) The Guarantors shall indemnify each GPLS Secured Party for the full amount of Non-Excluded Taxes and Other Taxes of each of the GPLS Secured Parties and any liability (including penalties, interest and expenses (including reasonable attorney's fees and expenses)) arising therefrom or with respect thereto, whether or not such Non-Excluded Taxes or Other Taxes

were correctly or legally asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability prepared by any GPLS Secured Party absent manifest error, shall be final conclusive and binding for all purposes. Such indemnification shall be made within thirty (30) days after the date the applicable GPLS Secured Party makes written demand therefor.

(e) Notwithstanding Sections 9(b) and 9(d), if there is a Final Determination, other than as a result in a change of applicable law following the date of this Agreement, that any Non-Excluded Taxes apply to a payment of interest on the Loans pursuant to this Agreement, then except during the existence of an Event of Default the Guarantors shall not have any obligation to (i) pay the Additional Amount with respect to Non-Excluded Taxes pursuant to Section 9(b) or (ii) indemnify any GPLS Secured Party with respect to any such Non-Excluded Taxes.

10. Responsibility for Collateral.

The Guarantors assume all liabilities and responsibility in connection with all Collateral, and the Obligations shall in no way be affected or diminished by reason of the loss, destruction, damage or theft of any of the Collateral or its unavailability for any reason.

11. Security Interest Absolute.

All rights of each GPLS Secured Party and all obligations of the Guarantors hereunder shall be absolute and unconditional, irrespective of: (a) any lack of validity or enforceability of this Agreement, the other Transaction Documents or any other agreement entered into in connection with the foregoing, or any portion hereof or thereof; (b) any change in the time, manner or place of payment or performance of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from this Agreement, the other Transaction Documents or any other agreement entered into in connection with the foregoing; (c) any exchange, release or nonperfection of any of the Collateral, or any release or amendment or waiver of or consent to departure from any other collateral for, or any guaranty, or any other security, for all or any of the Obligations; (d) any action by the Collateral Agent to obtain, adjust, settle and cancel in its sole discretion any insurance claims or matters made or arising in connection with the Collateral; or (e) any other circumstance which might otherwise constitute any legal or equitable defense available to the Guarantors, or a discharge of all or any part of the Liens and security interests granted hereby. Until the Obligations shall have been satisfied or discharged in cash and this Agreement and the other Transaction Documents shall have been terminated, the rights of the Collateral Agent, for the benefit of the GPLS Secured Parties, shall continue even if the Obligations are barred for any reason, including, without limitation, the running of the statute of limitations or bankruptcy. Each Guarantor expressly waives presentment, protest, notice of protest, demand, notice of nonpayment and demand for performance. In the event that at any time any transfer of any Collateral or any payment received by any GPLS Secured Party hereunder shall be deemed by final order of a court of competent jurisdiction to have been a voidable preference or fraudulent conveyance under the bankruptcy or insolvency laws of the United States of America, or shall be deemed to be otherwise due to any party other than any GPLS Secured Party, then, in any such event, the Guarantors' obligations hereunder shall survive cancellation of this Agreement, and shall not be discharged or satisfied by any prior payment thereof and/or cancellation of this Agreement, but shall remain a valid and binding obligation enforceable in accordance with the terms and provisions hereof. Each Guarantor waives all right to require a GPLS Secured Party to proceed against any other person or to apply any Collateral which such GPLS Secured Party may hold at any time, or to marshal assets, or to pursue

any other remedy. Each Guarantor waives any defense arising by reason of the application of the statute of limitations to any obligation secured hereby.

12. Termination.

This Agreement and the security interests granted hereunder shall terminate on the date on which all Obligations have been paid in full or have been satisfied or discharged in cash and the other Transaction Documents shall have been terminated. Upon such termination, the Collateral Agent, at the request and at the expense of the Guarantors, will join in executing any termination statement with respect to any financing statement or other security document executed and filed pursuant to this Agreement.

13. Power of Attorney, Further Assurances.

(a) Each Guarantor authorizes the Collateral Agent, and does hereby make, constitute and appoint the Collateral Agent and its respective officers, agents, successors or assigns with full power of substitution, as such Guarantor's true and lawful attorney-in-fact, with power, in the name of the Collateral Agent or such Guarantor, after the occurrence and during the continuance of an Event of Default, (i) to endorse any note, checks, drafts, money orders or other instruments of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of any GPLS Secured Party, (ii) to sign and endorse any financing statement pursuant to the UCC or any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against Guarantors, assignments, verifications and notices in connection with accounts, and other documents relating to the Collateral, (iii) to pay or discharge taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral, (iv) to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral and (v) generally, to do, at the option of the Collateral Agent, and at the expense of such Guarantor, at any time, or from time to time, all acts and things, including without limitation, to sell, transfer, lease, license, pledge, make any agreement with respect to or otherwise deal with the Collateral, which the Collateral Agent reasonably determines to be necessary to protect, preserve and realize upon the Collateral and the security interests granted herein in order to effect the intent of this Agreement and the other Transaction Documents, all as fully and effectually as such Guarantor might or could do; and such Guarantor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding or this Agreement or any of the other Transaction Documents shall not have been terminated.

(b) On a continuing basis, each Guarantor will make, execute, acknowledge, deliver, file and record, as the case may be, with the proper filing and recording agencies in any jurisdiction, all such instruments, and take all such action as may reasonably be deemed necessary or advisable, or as reasonably requested by the Collateral Agent, to perfect the security interests granted hereunder and otherwise to carry out the intent and purposes of this Agreement, or for assuring and confirming to the Collateral Agent the grant or perfection of a perfected first priority security interest in all the Collateral under the UCC (subject to Permitted Liens).

(c) Each Guarantor hereby irrevocably appoints the Collateral Agent as such Guarantor's attorney-in-fact, with full authority in the place and stead of such Guarantor and in the name of such Guarantor, from time to time in the Collateral Agent's discretion, to file, in its sole discretion, one or

more financing or continuation statements and amendments thereto, relative to any of the Collateral without the signature of such Guarantor where permitted by law.

14. Other Security.

To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other person, firm, corporation or other entity, then the Collateral Agent shall have the right, in its sole discretion, to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any Secured Party's rights and remedies hereunder.

15. Agency.

(a) Appointment. The GPLS Secured Parties by their acceptance of the benefits of this Agreement, hereby designate Collateral Agent as the Collateral Agent to act as specified herein. Each GPLS Secured Party shall be deemed irrevocably to authorize the Collateral Agent to take such action on its behalf under the provisions of the Agreement and any other Transaction Document and to exercise such powers and to perform such duties hereunder and thereunder as are specifically delegated to or required of the Collateral Agent by the terms hereof and thereof and such other powers as are reasonably incidental thereto. The Collateral Agent may perform any of its duties hereunder by or through its agents or employees.

(b) Nature of Duties. The Collateral Agent shall have no duties or responsibilities except those expressly set forth herein. Neither the Collateral Agent nor any of its partners, members, shareholders, officers, directors, employees or agents shall be liable for any action taken or omitted by it as such hereunder or in connection herewith or be responsible for the consequence of any oversight or error of judgment or answerable for any loss, unless caused solely by its or their gross negligence or willful misconduct as determined by a final judgment (not subject to further appeal) of a court of competent jurisdiction. The duties of the Collateral Agent shall be mechanical and administrative in nature; the Collateral Agent shall not have by reason of this Agreement or any other Transaction Document a fiduciary relationship in respect of any Guarantor or any GPLS Secured Party; and nothing in this Agreement or any other Transaction Document, expressed or implied, is intended to or shall be so construed as to impose upon the Collateral Agent any obligations in respect of this Agreement or any other Transaction Document except as expressly set forth herein and therein.

(c) Lack of Reliance on the Collateral Agent. Independently and without reliance upon the Collateral Agent, each GPLS Secured Party, to the extent it deems appropriate, has made and shall continue to make (i) its own independent investigation of the financial condition and affairs of the Guarantors in connection with such GPLS Secured Party's making of GPLS Investments under the Loan Purchase Agreements and sale of the VP Participation Interests under the VP Participation Purchase and Termination Agreement, the creation and continuance of the Obligations, the transactions contemplated by the Transaction Documents, and the taking or not taking of any action in connection therewith, and (ii) its own appraisal of the creditworthiness of the Guarantors, and of the value of the Collateral from time to time, and the Collateral Agent shall have no duty or responsibility, either initially or on a continuing basis, to provide any GPLS Secured Party with any credit, market or other information with respect thereto, whether coming into its possession before any Obligations are incurred or at any time or times thereafter. The Collateral Agent shall not be responsible to any Guarantor or any GPLS Secured Party for any recitals, statements, information,

representations or warranties herein or in any document, certificate or other writing delivered in connection herewith other than representations made by the Collateral Agent related to its status as an accredited investor under federal and state securities laws, or for the execution, effectiveness, genuineness, validity, enforceability, perfection, collectibility, priority or sufficiency of this Agreement or any other Transaction Document, or for the financial condition of any Guarantor or the value of any of the Collateral, or be required to make any inquiry concerning either the performance or observance of any of the terms, provisions or conditions of the Agreement or any other Transaction Document, or the financial condition of the Guarantors, or the value of any of the Collateral, or the existence or possible existence of any default or Event of Default under this Agreement or any of the other Transaction Documents.

(d) Certain Rights of the Collateral Agent. Subject to this Agreement, the Collateral Agent shall have the right to take any action with respect to the Collateral, on behalf of all of the GPLS Secured Parties. To the extent practical, the Collateral Agent shall request instructions from the GPLS Secured Parties with respect to any material act or action (including failure to act) in connection with the Agreement or any other Transaction Document, and shall be entitled to act or refrain from acting in accordance with the instructions of the GPLS Secured Parties; if such instructions are not provided despite the Collateral Agent's request therefor, the Collateral Agent shall be entitled to refrain from such act or taking such action, and if such action is taken, shall be entitled to appropriate indemnification from the GPLS Secured Parties in respect of actions to be taken by the Collateral Agent; and the Collateral Agent shall not incur liability to any person or entity by reason of so refraining. Without limiting the foregoing, (i) no GPLS Secured Party shall have any right of action whatsoever against the Collateral Agent as a result of the Collateral Agent acting or refraining from acting hereunder in accordance with the terms of this Agreement or any other Transaction Document, and the Guarantors shall have no right to question or challenge the authority of, or the instructions given to, the Collateral Agent pursuant to the foregoing and (ii) the Collateral Agent shall not be required to take any action which the Collateral Agent believes (A) could reasonably be expected to expose it to personal liability or (B) is contrary to this Agreement, the Transaction Documents or applicable law.

(e) Reliance. The Collateral Agent shall be entitled to rely, and shall be fully protected in relying, upon any writing, resolution, notice, statement, certificate, facsimile, order or other document signed, sent or made by the proper person or entity, and, with respect to all legal matters pertaining to the Agreement and the other Transaction Documents and its duties thereunder, upon advice of counsel selected by it and upon all other matters pertaining to this Agreement and the other Transaction Documents and its duties thereunder, upon advice of other experts selected by it. Anything to the contrary notwithstanding, the Collateral Agent shall have no obligation whatsoever to any GPLS Secured Party to assure that the Collateral exists or is owned by the Guarantors or is cared for, protected or insured or that the liens granted pursuant to the Agreement have been properly or sufficiently or lawfully created, perfected, or enforced or are entitled to any particular priority.

(f) Indemnification. To the extent that the Collateral Agent is not reimbursed and indemnified by the Guarantors, the GPLS Secured Parties will jointly and severally reimburse and indemnify the Collateral Agent, from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever which may be imposed on, incurred by or asserted against the Collateral Agent in performing its duties hereunder or under the Agreement or any other Transaction Document, or in any way relating to or arising out of the Agreement or any other Transaction Document except for those determined by a final judgment (not subject to further appeal) of a court of competent

jurisdiction to have resulted solely from the Collateral Agent's own gross negligence or willful misconduct. Prior to taking any action hereunder as Collateral Agent, the Collateral Agent may require each GPLS Secured Party to deposit with it sufficient sums as it determines in good faith is necessary to protect the Collateral Agent for costs and expenses associated with taking such action.

(g) Resignation by the Collateral Agent.

(i) The Collateral Agent may resign from the performance of all its functions and duties under the Agreement and the other Transaction Documents at any time by giving thirty (30) days' prior written notice (as provided in this Agreement) to the Guarantors and the GPLS Secured Parties. Such resignation shall take effect upon the appointment of a successor Collateral Agent pursuant to clauses (ii) and (iii) below.

(ii) Upon any such notice of resignation, the GPLS Secured Parties shall appoint a successor Collateral Agent hereunder.

(iii) If a successor Collateral Agent shall not have been so appointed within said thirty (30) day notice period, then the Collateral Agent shall then appoint a successor Collateral Agent who shall serve as Collateral Agent until such time, if any, as the GPLS Secured Parties appoint a successor Collateral Agent as provided above. If a successor Collateral Agent has not been appointed within such thirty (30) day notice period, the Collateral Agent may petition any court of competent jurisdiction or may interplead the GPLS Secured Parties in a proceeding for the appointment of a successor Collateral Agent, and all fees, including, but not limited to, extraordinary fees associated with the filing of interpleader and expenses associated therewith, shall be payable by the GPLS Secured Parties on demand and shall not be part of the Obligations or otherwise be reimbursable by the Guarantors hereunder or under the Transaction Documents.

(iv) Upon the acceptance of any appointment as Collateral Agent hereunder by a successor Collateral Agent, such successor Collateral Agent shall thereupon succeed to and become vested with all the rights, powers, privileges and duties of the retiring Collateral Agent and the retiring Collateral Agent shall be discharged from its duties and obligations under the Agreement. After any retiring Collateral Agent's resignation or removal hereunder as Collateral Agent, the provisions of the Agreement shall inure to its benefit as to any actions taken or omitted to be taken by it while it was Collateral Agent.

(h) Rights with Respect to Collateral. Each GPLS Secured Party agrees with all other GPLS Secured Parties and the Collateral Agent (i) that it shall not, and shall not attempt to, exercise any rights with respect to its security interest in the Collateral, whether pursuant to any other agreement or otherwise (other than pursuant to this Agreement), or take or institute any action against the Collateral Agent or any of the other GPLS Secured Parties in respect of the Collateral or its rights hereunder (other than any such action arising from the breach of this Agreement) and (ii) that such GPLS Secured Party has no other rights with respect to the Collateral other than as set forth in this Agreement and the other Transaction Documents.

(i) The Collateral Agent in its Individual Capacity. The Collateral Agent and its Affiliates may purchase notes from, make loans to, issue letters of credit for the account of, accept deposits from and generally engage in any kind of lending or other business with any party and its Affiliates as though the Collateral Agent was not the Collateral Agent hereunder. With respect to any purchase of Loans, if any, made by the Collateral Agent under the Loan Purchase Agreements,

the Collateral Agent in its capacity as a GPLS Secured Party shall have the same rights and powers under this Agreement and the other Transaction Documents as any other GPLS Secured Parties and may exercise the same as though it were not the Collateral Agent, and the terms “GPLS Secured Party” or “GPLS Secured Parties” shall include the Collateral Agent in its capacity as a GPLS Secured Party.

16. Indemnification by Guarantors.

(a) VP Secured Parties Induced by Guarantors’ Indemnity Promises. Each Guarantor acknowledges that the indemnification and risk allocation described in this Section 16 is a material inducement to the willingness of the GPLS Secured Parties to enter into and perform their respective obligations under the Loan Purchase Agreements, the VP Participation Purchase and Termination Agreement and the other Transaction Documents to which they are a party, and to make GPLS Investments under the Loan Purchase Agreements and sell the VP Participation Interests under the VP Participation Purchase and Termination Agreement. Each Guarantor expressly agrees to this risk allocation and intends that the risks allocated to Guarantors include any risk arising in whole or part from the alleged or actual negligence of the GPLS Secured Parties.

(b) Indemnification. Each Guarantor, jointly and severally, shall indemnify and hold harmless the GPLS Indemnified Parties on an After-Tax Basis for any Losses which they may incur or be subject to as a result of or arising from: (i) any breach of (A) this Agreement or any of the other Transaction Documents by a Guarantor and/or any of its Affiliates, (B) the FBD Loan Purchase and Termination Agreement by FBD Bank or the UF or (C) the VP Participation Purchase and Termination Agreement by the UF, (ii) the material inaccuracy of any representation or warranty made by (A) a Guarantor and/or any of its Affiliates under this Agreement or any other Transaction Document, (B) FBD Bank or the UF under the FBD Loan Purchase and Termination Agreement or (C) the UF under the VP Participation Purchase and Termination Agreement, (iii) any failure of the Agent to comply in respect of the GPLS Indemnified Parties’ obligations in connection with the GP Lending Program, with the FBD Program or with any Requirements, provided such obligations are to be satisfied by Agent in accordance with the Administrative Agent Agreement, (iv) the GP Lending Program, the Loans, the FBD Program and transactions otherwise contemplated by or further described in the Transaction Documents, including, without limitation, as a result of any litigation or administrative proceeding before any court, tribunal or governmental or administrative body presently pending or threatened against any GPLS Indemnified Party as a result of or arising from the foregoing, (v) any improper use or disclosure or unlawful use or disclosure of Customer Information by a Guarantor and (vi) as a result of GPLS’ or GPLS Trust’s indemnification obligations under the applicable Loan Purchase Agreement; provided, however, that this indemnity shall not apply and Guarantors shall have no liability in respect of Losses to the extent that they arise from the willful misconduct, gross negligence, deceit or fraud of GPLS or GPLS Trust.

(c) Control of Defense. Think Finance shall have the right to control the defense of any proceeding against any GPLS Indemnified Party which may give rise to a right of indemnification hereunder, provided, however, that the selection of counsel by Think Finance shall be subject to the approval of the applicable GPLS Indemnified Party, which approval shall

not be unreasonably withheld or delayed. Think Finance shall allow the GPLS Indemnified Parties a reasonable opportunity to participate in the defense of such proceeding with their own counsel and at their own expense. Notwithstanding the foregoing, each GPLS Indemnified Party shall have the right to control the defense of any proceeding against any GPLS Indemnified Party which (i) may give rise to a right of indemnification under Section 16(b)(iv), (ii) involves criminal or quasi-criminal allegations, (iii) seeks injunctive or other non-monetary relief or (iv) involves a claim for the payment of taxes; provided, however, that the selection of counsel by such GPLS Indemnified Party shall be subject to the approval of Think Finance, which approval shall not be unreasonably withheld or delayed. Such GPLS Indemnified Parties shall allow Think Finance a reasonable opportunity to participate in the defense of such proceeding with their own counsel and at their own expense.

(d) Survival. The indemnity obligations set forth in this Section 16 shall survive the termination of this Agreement.

17. Miscellaneous

(a) Course of Dealing; Rights Cumulative; Further Assurances. No course of dealing between the Guarantors and any GPLS Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of any GPLS Secured Party, any right, power or privilege hereunder, under this Agreement or the other Transaction Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. All of the rights and remedies of the Collateral Agent, acting for itself and on behalf of each GPLS Secured Party, with respect to the Collateral, whether established hereby, under this Agreement or the other Transaction Documents or by any other agreements, instruments or documents entered into in connection therewith or by law shall be cumulative and may be exercised singly or concurrently. Each Party shall take such further action and execute and deliver such further documents as may be necessary or appropriate in order to carry out the provisions and purposes of this Agreement.

(b) Notices. Except as otherwise expressly provided herein, any and all notices required or agreed to be given pursuant hereto shall be in writing and shall be deemed to have been properly given, served and received (i) if delivered by messenger, when delivered, (ii) if mailed, on the third (3rd) Business Day after deposit in the United States mail certified, postage prepaid, return receipt requested, (iii) if by facsimile or e-mail, upon sender's transmission or (iv) if delivered by reputable overnight express courier, freight prepaid, the next Business Day after delivery to such courier. Notices shall be addressed to the Parties as set forth below:

If to any Guarantor:

c/o Think Finance, Inc.
 4150 International Plaza, Suite 400
 Fort Worth, Texas 76109
 Attention: Chief Executive Officer
 Facsimile: 817-546-2700
 E-Mail: krees@thinkfinance.com

With a copy (for informational purposes only) to:

Coblentz, Patch, Duffy & Bass LLP
One Ferry Building, Suite 200
San Francisco, California 94111
Telephone: (415) 391-4800
Facsimile: (415) 989-1663
Attention: Paul J. Tauber, Esq.
E-Mail: pjt@cpdb.com

If to the Collateral Agent:

c/o Victory Park Capital Advisors, LLC
227 W. Monroe Street, Suite 3900
Chicago, Illinois 60606
Telephone: (312) 705-2786
Facsimile: (312) 701-0794
Attention: Scott Zemnick, Esq.
E-Mail: szemnick@vpcadvisors.com

With a copy (for informational purposes only) to:

Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661
Telephone: (312) 902-5297 and (312) 902-5495
Facsimile: (312) 902-1061
Attention: Mark R. Grossmann, Esq. and Scott E. Lyons, Esq.
E-Mail: mg@kattenlaw.com
scott.lyons@kattenlaw.com

The Parties may change their addresses for notice by serving written notice upon all other Parties.

(c) Execution in Counterparts. This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute but one and the same agreement. A copy of an executed signature page to this Agreement delivered by any Party via facsimile, PDF file or other electronic format shall be deemed effective on the date of such delivery.

(d) Governing Law. This Agreement shall be a contract made under, and governed and enforced in every respect by, the internal laws of the State of Delaware, without giving effect to its conflicts of law principles. Any dispute, controversy, or claim, whether contractual or non contractual, between the Parties arising directly or indirectly out of or connected with this Agreement, including claims for declaratory relief, or relating to the breach or alleged breach of any representation, warranty, agreement, or covenant under this Agreement, unless mutually settled by the Parties and including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in Wilmington, Delaware. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude the

Parties from seeking provisional remedies in aid of arbitration from a court of appropriate, except that the Parties agree that the arbitration, the arbitrators' authority and the relief available shall be limited as follows:

(i) The arbitrators shall be obligated to apply the rules of evidence and the substantive laws of the State of Delaware applicable to actions litigated in the courts of the State of Delaware; and

(ii) The arbitrators shall be deemed to have exceeded their powers, authority or jurisdiction if the award they render is not correct under the applicable law and properly admitted evidence, if the arbitrators grant relief not expressly permitted under this Agreement or if the arbitrators otherwise fail to comply with the terms and limitations of this paragraph. In the event of any conflict between the rules of JAMS and this Agreement, this Agreement will control. Any arbitration shall be conducted by arbitrators approved by the JAMS and mutually acceptable to the Parties. All such disputes, controversies, or claims shall be conducted by a single arbitrator, unless the dispute involves more than \$50,000 in the aggregate in which case the arbitration shall be conducted by a panel of three arbitrators. If the Parties are unable to agree on the arbitrator(s), then JAMS shall select the arbitrator(s). The resolution of the dispute by the arbitrator(s) shall be final, binding, nonappealable, and fully enforceable by a court of competent jurisdiction under the Federal Arbitration Act. The arbitration award shall be in writing and shall include a statement of the reasons for the award. The arbitrator(s) shall award reasonable attorneys' fees and costs to the prevailing party. Process in any such action may be served upon any Party in the manner provided for giving of notices to it herein. Notwithstanding the foregoing, the Parties hereby consent to the jurisdiction of the state and federal courts located in the City of Wilmington, Delaware with respect to any action (A) to obtain injunctive or other equitable relief and (B) to enforce or dispute any arbitration award or to obtain, enforce or dispute any judgment relating thereto.

(e) Severability of Provisions. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

(f) Complete Agreement; Successors and Assigns. This Agreement and each of the other Transaction Documents constitute the complete agreement among the Parties with respect to the subject matter hereof and supersede all existing agreements and all oral, written, or other communications between the Parties hereto and thereto concerning its subject matter. Without limiting the foregoing, the Original Guaranty and Security Agreement is hereby terminated without any further force or effect immediately upon the effectiveness hereof. The Parties make no representations or warranties to each other, except as specifically set forth in or specified by this Agreement and the other Transaction Documents. All prior representations and statements made by any Party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns; provided, that none of the Guarantors may assign any of its rights or obligations hereunder.

(g) Waivers and Amendments. No delay on the part of a Party in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by such party of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of any provision of this

Agreement shall be effective unless in writing and signed by each of the Parties.

(h) References to Sections, Exhibits and Agreement Captions. Unless otherwise indicated either expressly or by context, any reference in this Agreement to a "Section" or "Exhibit" shall be deemed to refer to a Section of or Exhibit to this Agreement. All references herein to this Agreement shall, as of any time after the date hereof, be deemed to include all amendments hereto which have been made prior to such time in accordance with Section 17(g). Section captions, headings and titles used in this Agreement are for convenience only, and shall not affect the construction of this Agreement.

(i) Jurisdiction, Venue and Service of Process. Subject to the provisions of Section 17(d) hereof, the Parties hereby consent to the exercise of jurisdiction over its person and its property by any court of competent jurisdiction situated in the City of Wilmington, Delaware (whether it be a court of the State of Delaware or a court of the United States of America situated in Wilmington, Delaware) for the enforcement of this Agreement or in any other controversy, dispute or question arising hereunder, and each Party hereby waives any and all personal or other rights to object to such jurisdiction for such purposes. Each Party, for itself and its successors and assigns, hereby waives any objection which it may have to the laying of venue of any such action or suit at any time, each Party agrees that service of process may be made, and personal jurisdiction over such Party obtained, by service of a copy of the summons, complaint and other pleadings required to commence such litigation by personal delivery or by United States of America certified or registered mail, return receipt requested, addressed to such Party at its address for notices as provided in this Agreement. Each Party waives all claims of lack of effectiveness or error by reasons of any such service.

(j) Confidentiality. All oral and written information about each of the Parties, their respective businesses and customers, and this Agreement (collectively, the "Records"), are valuable and proprietary assets. Each of the Parties (and each of their respective employees and agents) shall treat the Records as strictly confidential and, except as expressly authorized hereunder, will not disclose such Records to any Person (other than its Affiliates and, in the case of the GPLS Secured Parties, to proposed transferees of the Loans and in connection with the exercise of any right or remedy under any Transaction Document) or use such Records other than in accordance therewith. Each Party hereto will use its best efforts to ensure that its employees and agents maintain such confidentiality. Each Party hereto will notify the other Parties immediately upon receiving a subpoena or other legal process about any other Party's Records and will cooperate with the other Parties to comply with or oppose the subpoena or legal process. This Section 17(j) will not apply to information, documents, and material that are in or enter the public domain other than through a wrongful act or omission of a Party hereto.

(k) Jury Waiver. THE PARTIES HEREBY EACH WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE PARTIES EACH REPRESENT TO EACH OTHER THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL WITHOUT A JURY.

(l) Compliance with Law and Regulation. The performance of each of the Parties under this Agreement is subject to all applicable Requirements and any Regulatory Authority and each Party hereby covenants to comply with all applicable Requirements and the lawful and reasonable actions or requests of duly authorized Regulatory Authorities in connection with the matters contemplated by this Agreement. If any Party becomes aware of any change in any Requirement affecting the performance of obligations by any Party under this Agreement, it shall promptly thereafter provide written notice of the same to the other Parties, provided that the failure to provide such notice shall not relieve any Party of its obligation to comply with all applicable Requirements as may change from time to time. Nothing in this Agreement shall be construed as compelling any Party to act in violation of any applicable Requirements.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, each intending to be legally bound hereby, have caused this Agreement to be executed by its duly authorized officer as of the date first above written.

GUARANTORS:

Think Finance, Inc.

By: 
Name: Kenneth E. Rees
Title: President

Think Finance SPV, LLC
PayDay One, LLC
PayDay One XL, LLC
PayDay One Express, LLC
TC Loan Service, LLC
TC Financial, LLC
PayDay Select of Delaware, LLC
TC Decision Sciences, LLC
TC Financial Installment, LLC
TC Administrative Services, LLC
PayDay One of South Carolina, LLC
TC Financial Lift, LLC
Elastic Lending, LLC
Elastic Financial, LLC
Squaretable, LLC
Presta Holdings, LLC

By: Think Finance, Inc., as Sole Member of each of the above-named entities

By: 
Name: Kenneth E. Rees
Title: President

[Signature Page to Guaranty and Security Agreement]

IN WITNESS WHEREOF, the Parties, each intending to be legally bound hereby, have caused this Agreement to be executed by its duly authorized officer as of the date first above written.

GUARANTORS (CONTINUED):

Tailwind Marketing, LLC

By: TC Loan Service, LLC, as its Sole Member

By:  _____

Name: Kenneth E. Rees

Title: President

Elastic Fund I, LLC

By: TC Administrative Services, LLC, as its Sole Member

By:  _____

Name: Kenneth E. Rees

Title: President

[Signature Page to Guaranty and Security Agreement]

IN WITNESS WHEREOF, the Parties, each intending to be legally bound hereby, have caused this Agreement to be executed by its duly authorized officer as of the date first above written.

GUARANTORS (CONTINUED):

PayDay One of Alabama, LLC
PayDay One of Arizona, LLC
PayDay One of California, LLC
PayDay One of Colorado, LLC
PayDay One of Delaware, LLC
PayDay One of District of Columbia, LLC
PayDay One of Florida, LLC
PayDay One of Hawaii, LLC
PayDay One of Idaho, LLC
PDO of Illinois, LLC
PayDay One of Indiana, LLC
PayDay One of Iowa, LLC
PayDay One of Kansas, LLC
PayDay One of Kentucky, LLC
PayDay One of Louisiana, LLC
PayDay One of Minnesota, LLC
PayDay One of Mississippi, LLC
PayDay One of Missouri, LLC
PayDay One of Nebraska, LLC
PDO of Nevada, LLC
PayDay One of New Hampshire, LLC
PDO of New Mexico, LLC
PayDay One of North Dakota, LLC
PayDay One of Ohio, LLC
PayDay One of Oklahoma, LLC
PayDay One of Oregon, LLC
PayDay One of Rhode Island, LLC
PayDay One Express of Ohio, LLC
PayDay One of South Dakota, LLC
PayDay One of Tennessee, LLC
PayDay One of Utah, LLC
PayDay One of Virginia, LLC

By: PayDay One, LLC, as Sole Member of each of
the above-named entities

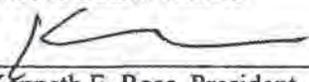
By: 
Name: Kenneth E. Rees, President

IN WITNESS WHEREOF, the Parties, each intending to be legally bound hereby, have caused this Agreement to be executed by its duly authorized officer as of the date first above written.

GUARANTORS (CONTINUED):

PayDay One of Washington, LLC
PayDay One of Wyoming, LLC
PDO Financial, LLC
PayDay One Express of Florida, LLC
PayDay Express of Oregon, LLC
PayDay One Express of Maryland, LLC
PayDay One Express2 of Texas, LLC

By: PayDay One, LLC, as Sole Member of each of
the above-named entities

By: 
Name: Kenneth E. Rees, President

[Signature Page to Guaranty and Security Agreement]

IN WITNESS WHEREOF, the Parties, each intending to be legally bound hereby, have caused this Agreement to be executed by its duly authorized officer as of the date first above written.

COLLATERAL AGENT:

VICTORY PARK CAPITAL ADVISORS, LLC, as
Collateral Agent

By: 

Name: *Scott R. Zernick*

Title: *General Counsel*

[Signature Page to Guaranty and Security Agreement]

EXHIBIT 12

THIS AGREEMENT SHALL NOT CONSTITUTE A "NEGOTIABLE INSTRUMENT"

Consumer Installment Loan Agreement

Loan Number: 1621880

Great Plains Lending, LLC
 Otoe-Missouria Indian Reservation
 Red Rock, OK 74651
 (877) 836-1606

Lender:
 Great Plains Lending, LLC

Borrower's Name:
 Kimetra Brice

Origination Date: 11/30/2016
 This is the date you signed and submitted this Agreement to the Lender.

Borrower's ID:
 *****8875

Disbursement Date: On or about 11/30/2016
 This is the date that the Loan proceeds are released.

Borrower's Address:
 [REDACTED]

Effective Date: 12/1/2016
 This is the date that interest begins to accrue.

Borrower's Bank and Account Number for ACH Transfers (the "Bank Account"):
 [REDACTED]

Final Payment Due Date: 2/23/2018
 This is the Loan maturity date.

In this Consumer Installment Loan Agreement (this "Agreement"), "you" and "your" refer to the Borrower identified above. "We", "us", "our", and "Lender" refer to Great Plains Lending, LLC, a lender authorized by the laws of the Otoe-Missouria Tribe of Indians (the "Otoe-Missouria Tribe" or "Tribe"), a federally recognized Indian Tribe, and any assignee of Lender or subsequent holder of this Agreement. "Tribal" refers to the Otoe-Missouria Tribe, and "Tribal Law" means any law or regulation duly enacted by the Otoe-Missouria Tribe. "Loan" means the consumer installment loan made by Lender to Borrower under this Agreement.

IMPORTANT DISCLOSURE

PLEASE READ THIS DISCLOSURE CAREFULLY BEFORE SIGNING THIS AGREEMENT. LENDER IS AN ARM OF THE TRIBE, IT IS A COMMERCIAL ENTITY FORMED PURSUANT TO TRIBAL LAW, IT IS OWNED AND OPERATED BY THE TRIBE AND IT FUNCTIONS AS A NON-PROFIT COMMERCIAL ENTITY OF THE TRIBE, FORMED FOR THE EXPRESS PURPOSE OF ECONOMIC DEVELOPMENT. BOTH THE LENDER AND THE TRIBE ARE IMMUNE FROM SUIT IN ANY COURT UNLESS THE TRIBE, THROUGH ITS TRIBAL COUNCIL, EXPRESSLY WAIVES THAT IMMUNITY THROUGH A FORMAL, WRITTEN RESOLUTION OF THE TRIBE'S TRIBAL COUNCIL. THE LENDER IS REGULATED BY THE TRIBE'S CONSUMER FINANCE SERVICES REGULATORY COMMISSION (THE "COMMISSION"). YOUR RIGHT TO SUBMIT COMPLAINTS IS LIMITED TO THE DISPUTE RESOLUTION PROCESS SET FORTH IN THIS AGREEMENT AND TO THE COMMISSION IN ACCORDANCE WITH THE TRIBE'S CONSUMER LENDING CODE AND ACCOMPANYING REGULATIONS, IF ANY.

YOU AGREE THAT THIS LOAN IS MADE WITHIN THE TRIBE'S JURISDICTION AND IS SUBJECT TO AND GOVERNED BY TRIBAL LAW AND NOT THE LAW OF YOUR RESIDENT STATE. IN MAKING THIS LOAN, YOU CONSENT TO TRIBAL JURISDICTION FOR THIS LOAN. YOUR RESIDENT STATE LAW MAY HAVE INTEREST RATE LIMITS AND OTHER CONSUMER PROTECTION PROVISIONS THAT ARE MORE FAVORABLE. IF YOU WISH TO HAVE YOUR RESIDENT STATE LAW APPLY TO ANY LOAN THAT YOU TAKE OUT, YOU SHOULD CONSIDER TAKING A LOAN FROM A LICENSED LENDER IN YOUR STATE. IN ANY EVENT, YOU SHOULD CAREFULLY EVALUATE YOUR FINANCIAL OPTIONS BEFORE TAKING OUT A LOAN. THIS LOAN HAS A HIGH INTEREST RATE AND IT IS NOT INTENDED TO PROVIDE A SOLUTION FOR LONGER TERM CREDIT OR OTHER FINANCIAL NEEDS. ALTERNATIVE FORMS OF CREDIT MAY BE LESS EXPENSIVE AND MORE SUITABLE FOR YOUR FINANCIAL NEEDS. PLEASE CONSIDER YOUR ABILITY TO REPAY THE LOAN. IF YOU ARE HAVING FINANCIAL DIFFICULTIES, YOU SHOULD SEEK THE ASSISTANCE OF FINANCIAL COUNSELORS. BEFORE SIGNING THIS AGREEMENT, PLEASE CAREFULLY READ ITS TERMS. YOUR SIGNATURE AND ACCEPTANCE OF THIS LOAN WILL BE DEEMED AS PROOF THAT YOU HAVE READ THIS AGREEMENT, YOU HAVE APPROVED OF ALL OF ITS TERMS, INCLUDING CONSENTING TO TRIBAL JURISDICTION, YOU HAVE PROVIDED THE LENDER WITH THE MOST CURRENT AND ACCURATE EMPLOYMENT, CREDIT, INCOME, AND ASSET HISTORY REQUIRED FOR LENDER TO ASSESS YOUR ELIGIBILITY AND CREDITWORTHINESS, AND AFFIRMATIVELY ACKNOWLEDGE THAT YOU ARE ABLE TO REPAY THE LOAN ACCORDING TO THE TERMS OF THIS AGREEMENT.

TRUTH IN LENDING DISCLOSURES: We provide the following truth-in-lending disclosures so that you can compare the cost of this Loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we or any subsequent holder of this Agreement consent to application of state or federal law to us, to the Loan, or this Agreement.

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after making all payments as scheduled.
267.86%	\$3,239.02	\$1,200.00	\$4,439.02

PAYMENT SCHEDULE: Your Payment Schedule will be as set forth in the following table, with each due date being referred to herein as a "Payment Due Date":

Number of Payments	Amount of Payments	When Payments Are Due
31	\$138.73	12/16/2016, 12/30/2016, 1/13/2017, 1/27/2017, 2/10/2017, 2/24/2017, 3/10/2017, 3/24/2017, 4/7/2017, 4/21/2017, 5/5/2017, 5/19/2017, 6/2/2017, 6/16/2017, 6/30/2017, 7/14/2017, 7/28/2017, 8/11/2017, 8/25/2017, 9/8/2017, 9/22/2017, 10/6/2017, 10/20/2017, 11/3/2017, 11/17/2017, 12/1/2017, 12/15/2017, 12/29/2017, 1/12/2018, 1/26/2018, 2/9/2018
1	\$138.39	2/23/2018

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

See the Agreement below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of Amount Financed:

Amount given to you directly:	\$1,200.00
Plus, Amount paid on your account with Lender - Loan # _____:	\$0.00
Equals, Amount Financed:	\$1,200.00

PROMISE TO PAY: You promise to pay to the order of Lender the principal sum of \$1,200.00 plus interest from the Effective Date of this Loan at the rate of 289.0000% per year until this Loan is repaid in full. You agree to make payments in the amounts and on or before the Payment Due Dates shown in the Payment Schedule above. You also promise to pay to Lender all other fees and charges provided for under this Agreement.

INTEREST: Interest will accrue daily on the unpaid principal balance of this Loan, beginning on the Effective Date, until paid in full. We calculate interest based on a 365-day year. In calculating your payments, we have assumed you will make each payment on the day and in the amount due. If any payment is received after the Payment Due Date, you must pay any additional interest that accrues after the Payment Due Date. If any payment is made before a Payment Due Date, the interest due on the scheduled payment will be reduced, and you will owe less interest. The amount of any decrease or increase in interest due will affect the amount of your final payment. If the amount of any payment is not enough to pay the interest due, the unpaid interest will be paid from your next payment(s), if any, and will not be added to the principal balance. Time is of the essence, which means that there are no grace periods for when payments must be made. There is no separate late charge if you fail to make payments in accordance with the Payment Schedule. However, if you do not make each payment in full on the Payment Due Dates as agreed, Lender may continue to charge interest on past due amounts at the interest rate set forth in the "Promise to Pay" section. The interest rate and other charges under this Agreement will never exceed the highest rate or charge allowed by Tribal Law for this Loan. If the amount collected is found to exceed the highest rate or charge allowed, Lender will refund an amount necessary to comply with Tribal Law.

PAYMENTS: Lender will apply your payments in the following order: (1) to any fees due, (2) to accrued but unpaid interest, and (3) to principal amounts outstanding. If you have chosen the Electronic Fund Transfer Authorization option, each scheduled payment, plus any fees due to us (if applicable), will be debited from your Bank Account on each Payment Due Date. See the Electronic Fund Transfer Authorization below for further information.

If you have chosen to receive your Loan proceeds via check and to repay all amounts due pursuant to this Agreement via check, money order or certified check, please mail each payment payable to Great Plains Lending, LLC, P.O. Box 42906, Philadelphia, PA 19101 (or by overnight mail or courier service to Great Plains Lending c/o MetaSource, 1900 Frost Road, Suite 100, Bristol, PA 19007), for forwarding to and receipt and processing on the Otoe-Missouria Indian reservation. In time for Lender to receive the payment by 5:00 p.m. Eastern Time on the Payment Due Date.

PREPAYMENT: You may prepay this Loan in whole or in part at any time without penalty. If you prepay in part, you must still make each later payment according to the Payment Schedule above until this Loan is paid in full. Any amounts you prepay will not continue to accrue interest.

RIGHT OF RESCISSION: You may rescind or cancel this Loan if you do so on or before 5:30 p.m., Eastern Time, on the fifth calendar day after the Origination Date (the "Rescission Deadline"). To cancel, call Lender at (877) 836-1506 to tell us you want to rescind or cancel this Loan and provide us written notice of rescission as directed by our customer service representative.

If you have provided an Electronic Fund Transfer Authorization: If we timely receive your written notice of rescission on or before the Rescission Deadline but before the Loan proceeds have been credited to your Bank Account, we will not deposit your Loan proceeds to your Bank Account and both ours and your obligations under this Agreement will be rescinded. If we timely receive your written notice of rescission on or before the Rescission Deadline but after the Loan proceeds have been credited to your Bank Account, we will debit your Bank Account for the principal amount owing under this Agreement. If we receive payment of

the principal amount via the debit, ours and your obligations under this Agreement will be rescinded. If we do not receive payment of the principal amount via the debit, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

If you have elected to receive your Loan proceeds via check delivered by mail: If we timely receive your written notice of rescission on or before the Rescission Deadline, and (a) if we have not mailed the check representing the Loan proceeds to you or (b) if you have not cashed the check representing the Loan proceeds, then we will cancel the check and both ours and your obligations under this Agreement will be rescinded. If you have cashed the check representing the Loan proceeds, you must return the full amount of cash you received to us by the Rescission Deadline. If we receive the full amount by the Rescission Deadline, ours and your obligations under this Agreement will be rescinded. If we do not receive the full amount by the Rescission Deadline, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

Any pre-assessed fee shall not be deemed security for this Loan and shall be returned by a credit entry to your Bank Account within three (3) business days of an effective rescission.

CHECK CONVERSION NOTIFICATION: When you provide a check as payment, you agree we can either use information from your check to make a one-time electronic withdrawal from your Bank Account or to process the payment as a check transaction. When we use information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For questions, please call our customer service phone number, (877) 836-1506.

RETURNED PAYMENT FEES; BORROWER BANK CHARGES: If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay us a fee of \$30.00 and you agree that we may recover court costs and reasonable attorney's fees incurred by us. If you have elected to repay this Loan via ACH debits to your Bank Account, for each returned payment, you authorize Lender and its agents and representatives to make a one-time withdrawal from your Bank Account to collect this fee. Your financial institution may also charge a fee if your Bank Account becomes overdrawn or if a payment is attempted against your Bank Account that would cause it to become overdrawn. You will not hold us or our agents, representatives, successors or assigns responsible for any such fee you must pay.

SECURITY: No security interest is taken or given in connection with this Loan.

REFINANCE POLICY: Subject to our credit policies, we will determine, in our sole discretion, whether your Loan may be refinanced.

DEFAULT: You will have broken your promise you made to us in this Agreement (each, a "Default") if: (a) you provide false or misleading information about yourself, your employment or your financial condition prior to entering into this Agreement, (b) you fail to make a payment in full by the applicable Payment Due Date or if your payment is returned to us for any reason, or (c) you file bankruptcy or become a debtor under U.S. federal bankruptcy laws.

CONSEQUENCES OF DEFAULT: Should you not do the things you agreed to under this Agreement, we may, at our option, do any one or more of the following things: (a) require you to immediately pay us everything you owe us under this Agreement; (b) if you have elected to repay this Loan via ACH debits to your Bank Account, withdraw money from your Bank Account that was not available when we tried to withdraw it at an earlier time; and (c) pursue all legally available means to collect what you owe us. By signing this Agreement you waive notice of default, dishonor, demand for payment, protest, presentment, and any other notices. Amounts you owe Lender includes the unpaid principal balance of this Loan, all unpaid accrued fees and interest (including unpaid interest owing on past due amounts), and any costs and fees Lender incurs in connection with this Agreement. In the event we declare all amounts owed under this Agreement immediately due because you did not pay us, then, if you have elected to repay this Loan via ACH debits to your Bank Account, you further authorize us and our agents and representatives to withdraw money from your Bank Account in the full amount due under this Agreement. By choosing to exercise any one of more of these remedies, we do not give up our right to use another way to collect the money you owe us later. We may decide not to use any of the ways described above to get back the money that you owe us. If so, we do not give up our right to consider what you said you would do to make payment(s) and, if you fail to make those payment(s), we will consider you to be in Default. In any proceeding in which a Lender is a party in interest with respect to any transactions with Borrower under Tribal law, Lender's rights and remedies shall be granted based upon prima facie proof and entitlement based upon the terms of this Agreement and the payment and business records maintained by Lender in the ordinary course of business. Any claims or defenses whatsoever asserted by or on behalf of Borrower shall be subject to the dispute resolution process and jurisdiction agreed to in this Agreement.

CREDIT REPORTING: You agree that Lender may make inquiries concerning your credit history and standing, and may report information concerning your performance under this Agreement to credit reporting agencies. Late payments, missed payments or other defaults on your Loan may be reflected in your credit report.

CHANGE OF PRIMARY RESIDENCE: You agree to notify Lender of any change in your primary residence as soon as practicable, but no later than five (5) days after any change. You agree that the address provided on this Agreement will govern this Agreement until you have met all obligations under this Agreement and that any subsequent change in your primary residence will not affect the terms or enforceability of this Agreement.

CORRESPONDENCE WITH LENDER: General correspondence with Lender concerning this Loan, this Agreement or your relationship with Lender must be directed to Lender at the following address: Great Plains Lending, LLC, 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034. Communications related to the bankruptcy of the Borrower must be directed to Lender at the following address: Great Plains Lending, LLC, Attn: Bankruptcy Handling, 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034.

FORCE MAJEURE: Unavoidable delays as a result of inadvertent processing errors and/or "acts of God" may extend the time for the deposit of Loan proceeds and the processing of payments owing hereunder.

TRANSFER OF RIGHTS; HYPOTHECATION AND MAINTENANCE OF REGISTER: This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the payee, either of principal or of interest, upon the debt evidenced by this obligation, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the payee named herein; and the pledgee holding this instrument as collateral security hereby makes said payee its agent to accept and receive payments hereon, either of principal or of interest.

You agree that we may assign or transfer this Agreement, or any of our rights hereunder, to any other person or entity without prior notice or consent from you. Regardless of any transfer, this Agreement shall remain exclusively subject to Tribal Law and courts of the Otoe-Missouria Tribe, Great Plains Lending, LLC (the "Registrar"), acting solely for this purpose as your irrevocably appointed agent, shall maintain at an office located in the United States a copy of each assignment of this Agreement delivered to it and a register (the "Register") for the recordation of the names and addresses of the original owner, assignees, and persons holding

participation interests in the Loan, and the amounts of principal and interest owing to each from time to time pursuant to the terms of this Loan. The Register may be in electronic form. The entries of the Register shall be conclusive, and you, the Registrar, the Lender and all of its assignees and participants shall treat each person whose name is recorded in the Register pursuant to these terms as the owner of such principal and interest payments for all purposes of this Agreement, notwithstanding notice to the contrary. The name of the owner in the Register shall be available to you by written request to the Registrar at any reasonable time and from time to time upon reasonable prior notice. The foregoing is intended to result in this Agreement being in "registered form" within the meaning of U.S. Treasury Regulations Section 1.871-14(c) and Sections 163(f), 871(h) and 881(c) of the Internal Revenue Code of 1986, as amended, and shall be interpreted and applied in a manner consistent therewith. Any fees and expenses of the Registrar for its services shall be charged to the registered owner of the loan and not to you.

SUCCESSORS AND ASSIGNS: This Agreement is binding upon your heirs and personal representatives in probate and upon anyone to whom you assign your assets or who succeeds you in any other way; provided, however, that you may not assign or transfer this Agreement except with Lender's prior written consent.

SERVICING COMMUNICATIONS AND COMMUNICATIONS AFTER DEFAULT: You authorize Lender and its authorized representatives to contact you according to your consent provided in your application or according to your account preferences, as modified by you after submitting your application. This may include (i) calling you during reasonable hours at any of the phone numbers listed on your most recent application (a) prior to each Payment Due Date to remind you of the payment due and (b) and for other matters related to your account, (ii) contacting you by text message or other wireless communication method on the mobile phone number listed on your application, (iii) leaving a message with a person or a voice mail service, and (iv) contacting you using autodialers or pre-recorded messages, including calls to your mobile phone.

ELECTRONIC FUND TRANSFER AUTHORIZATION

(applies only if (a) you select the electronic funding/payment option below or (b) authorize recurring Debit Card payments)

This Electronic Fund Transfer Authorization is a part of and relates to this Agreement. You voluntarily authorize us, and our successors, affiliates, agents, representatives, employees and assigns, to initiate automatic credit and debit entries to your Bank Account in accordance with this Agreement. You agree that we will initiate a credit entry to your Bank Account for the Amount Financed on or about the Disbursement Date. You agree that we will initiate a debit entry to your Bank Account on each Payment Due Date in the payment amount described in the Payment Schedule. For each scheduled payment, whenever a debit entry to your Bank Account is returned to us for any reason, we may initiate a debit entry to your Bank Account up to two additional times after our first attempt for each scheduled payment amount. You also agree that we will initiate a debit entry for any accrued returned payment fees and any interest that accrues on overdue amounts. If your payment is due on a non-business day, it will be processed on the next business day.

You agree that this Electronic Fund Transfer Authorization is for repayment of a consumer installment loan and that payments shall recur at substantially regular intervals as set forth in this Agreement. This Electronic Fund Transfer Authorization is to remain in full force and effect for this transaction until you pay your Loan, including any interest and fees, in full. You may revoke this Electronic Fund Transfer Authorization by contacting us directly or your financial institution. If you revoke your Electronic Fund Transfer Authorization, you agree to make payments to us by check, certified check or money order as set forth in the "Payments" section above. In no event will any revocation of this Electronic Fund Transfer Authorization be effective with respect to entries processed by us prior to us receiving such revocation.

You agree that we may obtain information about you and your Bank Account from your bank and/or consumer reporting agencies until all amounts owing pursuant to this Agreement are paid in full. If there is any missing or incorrect information in or with your application regarding your bank, bank routing number, or account number, then you authorize us to verify and correct such information.

Your bank may charge you a fee in connection with our credit and/or debit entries. Contact your financial institution for more information specific to your Bank Account.

This Electronic Fund Transfer Authorization is subject to the following provisions:

(1) *Right to stop payment and procedure for doing so.* If you have told us in advance to make regular payments out of your Bank Account, you can stop any of these payments. Here's how: Call us at (877) 836-1506 or write us at 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.

(2) *Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(3) *Notice of varying amounts.* You acknowledge that you will receive a notice at least 10 days before a payment is debited from your Bank Account if the payment we are going to debit from your Bank Account varies from the amount disclosed in the Schedule of Payments above. You have the right to receive notice of all varying amounts.

This Electronic Fund Transfer Authorization is a payment mechanism only and does not give us collection rights greater than those otherwise contained in this Agreement. This Electronic Fund Transfer Authorization does not constitute and is not intended to constitute a security interest under Tribal Law.

If you associate one or more debit cards with your account with Lender (each a "Debit Card") and authorize Lender to initiate recurring payments on your Loan using a Debit Card, the terms of the foregoing Electronic Fund Transfer Authorization will apply equally to recurring payments made by Debit Card.

ENTIRE AGREEMENT; SEVERABILITY: This Agreement, including the Waiver of Jury Trial and Arbitration Agreement, constitutes the entire agreement between Borrower and Lender, and it may not be contradicted by evidence of prior or contemporaneous oral agreements between them. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial and Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect.

GOVERNING LAW; NON-APPLICABILITY OF STATE LAW; INTERSTATE COMMERCE: This Agreement and the Agreement to Arbitrate are governed by Tribal Law and such federal law as is applicable under the Indian Commerce Clause of the Constitution of the United States of America. We do not have a presence in Oklahoma or any other state of the United States of America. Neither this Agreement nor the Lender is subject to the laws of any state of the United States. The Lender may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Otoe-Missouria Tribe to any federal law unless found expressly applicable to the operations of the Otoe-Missouria Tribe. You and we agree that the transaction represented by this Agreement involves interstate commerce for all purposes.

WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT

This Agreement includes the following binding Waiver of Jury Trial and Arbitration Agreement (the "Agreement to Arbitrate"). You may opt out of the Agreement to Arbitrate by following these instructions:

RIGHT TO OPT-OUT: IF YOU DO NOT AGREE TO ARBITRATE ALL DISPUTES (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO ARBITRATE, YOU MUST ADVISE US IN WRITING EITHER BY (A) MAILING A LETTER POSTMARKED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT, TO 1050 EAST 2ND STREET, BOX 500, EDMOND, OKLAHOMA 73034, OR (B) BY EMAIL DATED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT TO [SUPPORT@GREATPLAINSLENDING.COM](mailto:support@greatplainslending.com). YOUR OPT-OUT CORRESPONDENCE MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU REJECT ARBITRATION. YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE IF IT IS NOT IN WRITING OR IF IS DATED LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT. IT IS NOT SUFFICIENT TO TELEPHONE US. IN THE EVENT YOU OPT OUT OF THE AGREEMENT TO ARBITRATE, ANY DISPUTES SHALL NONETHELESS BE GOVERNED UNDER TRIBAL LAW AND MUST BE BROUGHT WITHIN THE COURT SYSTEM OF THE OTOE-MISSOURIA TRIBE.

PLEASE CAREFULLY READ THIS AGREEMENT TO ARBITRATE. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION AS DESCRIBED ABOVE, YOU AGREE THAT ANY DISPUTE YOU HAVE RELATED TO THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

AGREEMENT TO ARBITRATE: You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration.

WHAT ARBITRATION IS: "Arbitration" is having an independent third-party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us or otherwise involving this Agreement or the Loan. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all federal, state or Tribal Law claims or demands (whether past, present, or future), based on any legal or equitable theory and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes any issue concerning the validity, enforceability, or scope of this Agreement or this Agreement to Arbitrate.

For purposes of this Agreement to Arbitrate, (a) the terms "you" and "your" mean you, the borrower, and include your heirs, guardian, personal representative, or trustee in bankruptcy, and (b) the terms "we," "our," and "us" mean Lender, our agents, servicers, assigns, vendors or any third-party, Lender's affiliated companies, the Tribe, Lender's servicing and collection companies, representatives and agents, and each of their respective agents, representatives, employees, officers, directors, members, managers, attorneys, successors, predecessors, and assigns.

HOW ARBITRATION WORKS: If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. A party who intends to seek arbitration must first send to the other, by email, a Notice of Dispute (Notice). You must send the Notice to Lender at support@greatplainslending.com. The Notice must (a) have the subject heading "Notice of Dispute;" (b) describe the nature and basis of the claim or dispute; and (c) set for the specific relief sought (Demand). If Lender and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Lender may commence an arbitration proceeding. The party requesting arbitration must choose either of the following arbitration firms for initiating and pursuing arbitration: the International Institute for Conflict Prevention & Resolution ("CPR") or JAMS, The Resolution Experts ("JAMS"). If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitration firm, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

International Institute for Conflict Prevention & Resolution, Inc. 575 Lexington Ave, 21st Floor New York, NY 10022 Website: http://www.cpradr.org Telephone: (212) 949-6490 (212) 949-6490	JAMS, The Resolution Experts 1920 Main Street, Suite 300 Irvine, CA 92614 Website: http://www.jamsadr.com Telephone: (949) 224-1810 (949) 224-1810 (800) 778-7879 (800) 778-7879
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The policies and procedures of the selected arbitration firm applicable to consumer transactions will apply provided such policies and procedures do not contradict this Agreement to Arbitrate or Tribal Law. To the extent the arbitration firm's rules or procedures are different than the terms of this Agreement to Arbitrate, the terms of this Agreement to Arbitrate will apply.

WHAT ARBITRATION COSTS: No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration for all non-frivolous claims, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by Tribal Law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected, then we will pay you the amount of the award or the loan amount plus any finance fees paid, whichever is greater. If you would be

entitled to a larger amount under applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.

LOCATION OF ARBITRATION: Any arbitration under this Agreement may be conducted either on Tribal land or within thirty (30) miles of your then current residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) as a relinquishment or waiver of the sovereign status or immunity of the Tribe, (b) to allow for the application of any law other than Tribal Law, or (c) to constitute a transaction of business in any place other than the Indian country of the Tribe. Any party may participate in arbitration exclusively by telephonic or other electronic means.

WAIVER OF RIGHTS: BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO (A) HAVE A JURY TRIAL TO RESOLVE DISPUTES, (B) HAVE A COURT RESOLVE DISPUTES, (C) PARTICIPATE IN A CLASS ACTION LAWSUIT, AND (D) HAVE ACCESS TO DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT.

The arbitrator has the ability to award all remedies available under Tribal Law, whether at law or in equity, to the prevailing party, except that you and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving individual Disputes. The arbitrator may award such remedies only in favor of the individual party seeking relief and only to the extent necessary to prove relief warranted by that party's individual claim. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The validity, effect, and enforceability of the waivers of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a Tribal court of competent jurisdiction and not by the CPR, JAMS, or an arbitrator. If the Tribal court refuses to enforce the class-wide arbitration waiver, the parties agree that the Dispute will proceed in Tribal court and will be decided by a Tribal court judge, sitting without a jury, under applicable Tribal court rules and procedures, and not as a class action lawsuit. As an integral component of accepting this Agreement, you irrevocably consent to the exclusive jurisdiction of the Tribal courts for purposes of this Agreement.

APPLICABLE LAW AND JUDICIAL REVIEW OF ARBITRATOR'S AWARD: THIS AGREEMENT TO ARBITRATE SHALL BE GOVERNED BY TRIBAL LAW. The arbitrator shall apply Tribal Law and the terms of this Agreement, including this Agreement to Arbitrate and the waivers included herein. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. The arbitrator shall make written findings and the arbitrator's award may be filed with a Tribal court. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and Tribal Law, and if it is not, it may be set aside by a Tribal court upon judicial review. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled. The parties will have the right to judicial review in a Tribal court of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under Tribal Law. Judgment confirming an award in such a proceeding may be entered only if a Tribal court determines that the award is supported by substantial evidence and is not based on legal error under Tribal Law.

SURVIVAL: This Agreement to Arbitrate will survive: (1) the cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

PLEASE CAREFULLY REVIEW THIS AGREEMENT, WHICH INCLUDES A WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT THAT MAY BE ENFORCED BY YOU AND US, IF YOU HAVE QUESTIONS, PLEASE CONTACT CUSTOMER SERVICE AT (877) 836-1506 .

By electronically signing this Agreement: You certify that all information you gave us in connection with your application and this Agreement is true and correct, and you authorize us to verify any information you provided. You give us consent to obtain information about you from one or more consumer reporting agencies and other sources. You acknowledge that: (a) you have read, understand, and agree to all of the terms and conditions of (i) this Agreement, including the truth-lending disclosures and the Waiver of Jury Trial and Arbitration Agreement, and (ii) Lender's Privacy Policy (<https://www.greatplainslending.com/faq/privacy-policy>) (b) this Agreement contains all of the terms of the agreement between you and us and that no representations or promises other than those contained in this Agreement have been made; (c) if you elect below to repay this Loan via ACH debits to your Bank Account, you specifically authorize withdrawals and deposits to and from your Bank Account as described in this Agreement; (d) you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (e) this Agreement was filled in before you signed it; (f) you have the ability to print or retain a completed copy of this Agreement; and (g) we have not made the Loan contingent upon your obtaining any other product or service from us or anyone else. You further acknowledge that we may withhold funding of your Loan until (i) we confirm that you have made all payments on any previous loans with Lender, (ii) we verify that all information you gave us on your application is true and (iii) we decide whether you meet our requirements to receive the Loan.

By checking here and signing below, you understand, acknowledge and agree that Great Plains Lending, L.L.C is a tribal lending entity wholly owned by Otoe-Missouria Tribe of Indians, a federally recognized tribe. You further understand, acknowledge and agree that this Loan is governed by the laws of the Otoe-Missouria Tribe and is not subject to the provisions or protections of the laws of your home state or any other state. If you wish to have your resident state law apply to any loan that you take out, you should consider taking a loan from a licensed lender in your state.

Please review and select one of these funding/payment options:

ELECTRONIC (as soon as the next business day): By checking here and signing below, you agree to the Electronic Fund Transfer Authorization set forth in this Agreement, which allows us to debit and credit your Bank Account for this Loan. You acknowledge and agree that the Electronic Fund Transfer Authorization is for the benefit of Great Plains Lending, L.L.C, its affiliates, agents, representatives, employees, successors, and registered assigns. You acknowledge that you are not required to consent to receive funds or repay your Loan by ACH or other electronic payment method.

POSTAL MAIL (allow 7 to 10 days for delivery): By checking here and signing below, you request Loan proceeds be distributed to you by check and delivered by regular mail through the U.S. Postal Service. If you elect to receive your proceeds by mail, you must make payments as explained in the "Payments" section above. You acknowledge that interest begins accruing on the Effective Date set forth at the top of this Agreement.

YOUR FULL NAME:

Kimetra Brice

TYPE "I AGREE":

I AGREE

DATE:

11/30/2016

Great Plains Lending, LLC

VER: v26

EXHIBIT 13

THIS AGREEMENT SHALL NOT CONSTITUTE A "NEGOTIABLE INSTRUMENT"

Consumer Installment Loan Agreement

Loan Number: 74068277

Great Plains Lending, LLC
Otoe-Missouria Indian Reservation
Red Rock, OK 74651
(877) 836-1506

Lender:

Great Plains Lending, LLC

Borrower's Name:

Jill Darlene Novorot

Origination Date: 9/21/2016

This is the date you signed and submitted this Agreement to the Lender.

Borrower's ID:

*****2407

Disbursement Date: On or

about 9/22/2016

This is the date that the Loan proceeds are released.

Borrower's Address:

[REDACTED]

Borrower's Bank and Account Number for ACH Transfers (the "Bank Account"):

[REDACTED]

Effective Date: 9/23/2016

This is the date that interest begins to accrue.

Final Payment Due Date: 2/26/2018

This is the Loan maturity date.

In this Consumer Installment Loan Agreement (this "Agreement"), "you" and "your" refer to the Borrower identified above. "We", "us", "our", and "Lender" refer to Great Plains Lending, LLC, a lender authorized by the laws of the Otoe-Missouria Tribe of Indians (the "Otoe-Missouria Tribe" or "Tribe"), a federally recognized Indian Tribe, and any assignee of Lender or subsequent holder of this Agreement. "Tribal" refers to the Otoe-Missouria Tribe, and "Tribal Law" means any law or regulation duly enacted by the Otoe-Missouria Tribe. "Loan" means the consumer installment loan made by Lender to Borrower under this Agreement.

IMPORTANT DISCLOSURE

PLEASE READ THIS DISCLOSURE CAREFULLY BEFORE SIGNING THIS AGREEMENT. LENDER IS AN ARM OF THE TRIBE, IT IS A COMMERCIAL ENTITY FORMED PURSUANT TO TRIBAL LAW, IT IS OWNED AND OPERATED BY THE TRIBE AND IT FUNCTIONS AS A NON-PROFIT COMMERCIAL ENTITY OF THE TRIBE, FORMED FOR THE EXPRESS PURPOSE OF ECONOMIC DEVELOPMENT. BOTH THE LENDER AND THE TRIBE ARE IMMUNE FROM SUIT IN ANY COURT UNLESS THE TRIBE, THROUGH ITS TRIBAL COUNCIL, EXPRESSLY WAIVES THAT IMMUNITY THROUGH A FORMAL, WRITTEN RESOLUTION OF THE TRIBE'S TRIBAL COUNCIL. THE LENDER IS REGULATED BY THE TRIBE'S CONSUMER FINANCE SERVICES REGULATORY COMMISSION (THE "COMMISSION"). YOUR RIGHT TO SUBMIT COMPLAINTS IS LIMITED TO THE DISPUTE RESOLUTION PROCESS SET FORTH IN THIS AGREEMENT AND TO THE COMMISSION IN ACCORDANCE WITH THE TRIBE'S CONSUMER LENDING CODE AND ACCOMPANYING REGULATIONS, IF ANY.

YOU AGREE THAT THIS LOAN IS MADE WITHIN THE TRIBE'S JURISDICTION AND IS SUBJECT TO AND GOVERNED BY TRIBAL LAW AND NOT THE LAW OF YOUR RESIDENT STATE. IN MAKING THIS LOAN, YOU CONSENT TO TRIBAL JURISDICTION FOR THIS LOAN. YOUR RESIDENT STATE LAW

MAY HAVE INTEREST RATE LIMITS AND OTHER CONSUMER PROTECTION PROVISIONS THAT ARE MORE FAVORABLE. IF YOU WISH TO HAVE YOUR RESIDENT STATE LAW APPLY TO ANY LOAN THAT YOU TAKE OUT, YOU SHOULD CONSIDER TAKING A LOAN FROM A LICENSED LENDER IN YOUR STATE. IN ANY EVENT, YOU SHOULD CAREFULLY EVALUATE YOUR FINANCIAL OPTIONS BEFORE TAKING OUT A LOAN. THIS LOAN HAS A HIGH INTEREST RATE AND IT IS NOT INTENDED TO PROVIDE A SOLUTION FOR LONGER TERM CREDIT OR OTHER FINANCIAL NEEDS.

ALTERNATIVE FORMS OF CREDIT MAY BE LESS EXPENSIVE AND MORE SUITABLE FOR YOUR FINANCIAL NEEDS. PLEASE CONSIDER YOUR ABILITY TO REPAY THE LOAN. IF YOU ARE HAVING FINANCIAL DIFFICULTIES, YOU SHOULD SEEK THE ASSISTANCE OF FINANCIAL COUNSELORS. BEFORE SIGNING THIS AGREEMENT, PLEASE CAREFULLY READ ITS TERMS. YOUR SIGNATURE AND ACCEPTANCE OF THIS LOAN WILL BE DEEMED AS PROOF THAT YOU HAVE READ THIS AGREEMENT, YOU HAVE APPROVED OF ALL OF ITS TERMS, INCLUDING CONSENTING TO TRIBAL JURISDICTION, YOU HAVE PROVIDED THE LENDER WITH THE MOST CURRENT AND ACCURATE EMPLOYMENT, CREDIT, INCOME, AND ASSET HISTORY REQUIRED FOR LENDER TO ASSESS YOUR ELIGIBILITY AND CREDITWORTHINESS, AND AFFIRMATIVELY ACKNOWLEDGE THAT YOU ARE ABLE TO REPAY THE LOAN ACCORDING TO THE TERMS OF THIS AGREEMENT.

TRUTH IN LENDING DISCLOSURES: We provide the following truth-in-lending disclosures so that you can compare the cost of this Loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we or any subsequent holder of this Agreement consent to application of state or federal law to us, to the Loan, or this Agreement.

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after making all payments as scheduled.
258.61%	\$3,685.36	\$1,300.00	\$4,985.36

PAYMENT SCHEDULE: Your Payment Schedule will be as set forth in the following table, with each due date being referred to herein as a "Payment Due Date":

Number of Payments	Amount of Payments	When Payments Are Due
33	\$146.61	10/10/2016, 10/26/2016, 11/10/2016, 11/26/2016, 12/10/2016, 12/26/2016, 1/10/2017, 1/26/2017, 2/10/2017, 2/26/2017, 3/10/2017, 3/26/2017, 4/10/2017, 4/26/2017, 5/10/2017, 5/26/2017, 6/10/2017, 6/26/2017, 7/10/2017, 7/26/2017, 8/10/2017, 8/26/2017, 9/10/2017, 9/26/2017, 10/10/2017, 10/26/2017, 11/10/2017, 11/26/2017, 12/10/2017, 12/26/2017,

		1/10/2018, 1/26/2018, 2/10/2018
1	\$147.23	2/26/2018

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

See the Agreement below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of Amount Financed:

Amount given to you directly:	1300.00
Plus, Amount paid on your account with Lender - Loan # _____:	\$0.00
<i>Equals, Amount Financed:</i>	\$1,300.00

PROMISE TO PAY: You promise to pay to the order of Lender the principal sum of \$1,300.00 plus interest from the Effective Date of this Loan at the rate of 259.0040% per year until this loan is repaid in full. You agree to make payments in the amounts and on or before the Payment Due Dates shown in the Payment Schedule above. You also promise to pay to Lender all other fees and charges provided for under this Agreement.

INTEREST: Interest will accrue daily on the unpaid principal balance of this Loan, beginning on the Effective Date, until paid in full. We calculate interest based on a 365-day year. In calculating your payments, we have assumed you will make each payment on the day and in the amount due. If any payment is received after the Payment Due Date, you must pay any additional interest that accrues after the Payment Due Date. If any payment is made before a Payment Due Date, the interest due on the scheduled payment will be reduced, and you will owe less interest. The amount of any decrease or increase in interest due will affect the amount of your final payment. If the amount of any payment is not enough to pay the interest due, the unpaid interest will be paid from your next payment(s), if any, and will not be added to the principal balance. Time is of the essence, which means that there are no grace periods for when payments must be made. There is no separate late charge if you fail to make payments in accordance with the Payment Schedule. However, if you do not make each payment in full on the Payment Due Dates as agreed, Lender may continue to charge interest on past due amounts at the interest rate set forth in the "Promise to Pay" section. The interest rate and other charges under this Agreement will never exceed the highest rate or charge allowed by Tribal Law for this Loan. If the amount collected is found to exceed the highest rate or charge allowed, Lender will refund an amount necessary to comply with Tribal Law.

PAYMENTS: Lender will apply your payments in the following order: (1) to any fees due, (2) to accrued but unpaid interest, and (3) to principal amounts outstanding. If you have chosen the ACH Authorization option, each scheduled payment, plus any fees due to us (if applicable), will be debited from your Bank Account on each Payment Due Date. See the ACH Authorization below for further information.

If you have chosen to receive your Loan proceeds via check and to repay all amounts due pursuant to this Agreement via check, money order or certified check, please mail each payment payable to Great Plains Lending, LLC, P.O. Box 42906, Philadelphia, PA 19101 (or by overnight mail or courier service to Great Plains Lending c/o MetaSource, 1900 Frost Road, Suite 100, Bristol, PA 19007), for forwarding to and receipt and processing on the Otoe-Missouria Indian reservation, in time for Lender to receive the payment by 5:00 p.m. Eastern Time on the Payment Due Date.

PREPAYMENT: You may prepay this Loan in whole or in part at any time without penalty. If you prepay in part, you must still make each later payment according to the Payment Schedule above until this Loan is paid

in full. Any amounts you prepay will not continue to accrue interest.

RIGHT OF RESCISSION: You may rescind or cancel this Loan if you do so on or before 5:30 p.m., Eastern Time, on the fifth business day after the Origination Date (the "Rescission Deadline"). To cancel, call Lender at (877) 836-1506 to tell us you want to rescind or cancel this Loan and provide us written notice of rescission as directed by our customer service representative.

If you have provided an ACH Authorization: If we timely receive your written notice of rescission on or before the Rescission Deadline but before the Loan proceeds have been credited to your Bank Account, we will not deposit your Loan proceeds to your Bank Account and both ours and your obligations under this Agreement will be rescinded. If we timely receive your written notice of rescission on or before the Rescission Deadline but after the Loan proceeds have been credited to your Bank Account, we will debit your Bank Account for the principal amount owing under this Agreement. If we receive payment of the principal amount via the debit, ours and your obligations under this Agreement will be rescinded. If we do not receive payment of the principal amount via the debit, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

If you have elected to receive your Loan proceeds via check delivered by mail: If we timely receive your written notice of rescission on or before the Rescission Deadline, and (a) if we have not mailed the check representing the Loan proceeds to you or (b) if you have not cashed the check representing the Loan proceeds, then we will cancel the check and both ours and your obligations under this Agreement will be rescinded. If you have cashed the check representing the Loan proceeds, you must return the full amount of cash you received to us by the Rescission Deadline. If we receive the full amount by the Rescission Deadline, ours and your obligations under this Agreement will be rescinded. If we do not receive the full amount by the Rescission Deadline, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

Any pre-assessed fee shall not be deemed security for this Loan and shall be returned by a credit entry to your Bank Account within three (3) business days of an effective rescission.

CHECK CONVERSION NOTIFICATION: When you provide a check as payment, you agree we can either use information from your check to make a one-time electronic withdrawal from your Bank Account or to process the payment as a check transaction. When we use information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For questions, please call our customer service phone number, (877) 836-1506.

RETURNED PAYMENT FEES; BORROWER BANK CHARGES: If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay us a fee of \$30.00 and you agree that we may recover court costs and reasonable attorney's fees incurred by us. If you have elected to repay this Loan via ACH debits to your Bank Account, for each returned payment, you authorize Lender and its agents and representatives to make a one-time withdrawal from your Bank Account to collect this fee. Your financial institution may also charge a fee if your Bank Account becomes overdrawn or if a payment is attempted against your Bank Account that would cause it to become overdrawn. You will not hold us or our agents, representatives, successors or assigns responsible for any such fee you must pay.

SECURITY: No security interest is taken or given in connection with this Loan.

REFINANCE POLICY: Subject to our credit policies, we will determine, in our sole discretion, whether your Loan may be refinanced.

DEFAULT: You will have broken your promise you made to us in this Agreement (each, a "Default") if: (a) you provide false or misleading information about yourself, your employment or your financial condition prior to entering into this Agreement, (b) you fail to make a payment in full by the applicable Payment Due Date or if your payment is returned to us for any reason, or (c) you file bankruptcy or become a debtor under U.S.

federal bankruptcy laws.

CONSEQUENCES OF DEFAULT: Should you not do the things you agreed to under this Agreement, we may, at our option, do any one or more of the following things: (a) require you to immediately pay us everything you owe us under this Agreement; (b) if you have elected to repay this Loan via ACH debits to your Bank Account, withdraw money from your Bank Account that was not available when we tried to withdraw it at an earlier time; and (c) pursue all legally available means to collect what you owe us. By signing this Agreement you waive notice of default, dishonor, demand for payment, protest, presentment, and any other notices. Amounts you owe Lender includes the unpaid principal balance of this Loan, all unpaid accrued fees and interest (including unpaid interest owing on past due amounts), and any costs and fees Lender incurs in connection with this Agreement. In the event we declare all amounts owed under this Agreement immediately due because you did not pay us, then, if you have elected to repay this Loan via ACH debits to your Bank Account, you further authorize us and our agents and representatives to withdraw money from your Bank Account in the full amount due under this Agreement. By choosing to exercise any one of more of these remedies, we do not give up our right to use another way to collect the money you owe us later. We may decide not to use any of the ways described above to get back the money that you owe us. If so, we do not give up our right to consider what you said you would do to make payment(s) and, if you fail to make those payment(s), we will consider you to be in Default. In any proceeding in which a Lender is a party in interest with respect to any transactions with Borrower under Tribal law, Lender's rights and remedies shall be granted based upon prima facie proof and entitlement based upon the terms of this Agreement and the payment and business records maintained by Lender in the ordinary course of business. Any claims or defenses whatsoever asserted by or on behalf of Borrower shall be subject to the dispute resolution process and jurisdiction agreed to in this Agreement.

CREDIT REPORTING: You agree that Lender may make inquiries concerning your credit history and standing, and may report information concerning your performance under this Agreement to credit reporting agencies. Late payments, missed payments or other defaults on your Loan may be reflected in your credit report.

CHANGE OF PRIMARY RESIDENCE: You agree to notify Lender of any change in your primary residence as soon as practicable, but no later than five (5) days after any change. You agree that the address provided on this Agreement will govern this Agreement until you have met all obligations under this Agreement and that any subsequent change in your primary residence will not affect the terms or enforceability of this Agreement.

CORRESPONDENCE WITH LENDER: General correspondence with Lender concerning this Loan, this Agreement or your relationship with Lender must be directed to Lender at the following address: Great Plains Lending, LLC, 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034. Communications related to the bankruptcy of the Borrower must be directed to Lender at the following address: Great Plains Lending, LLC, Attn: Bankruptcy Handling, 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034.

FORCE MAJEURE: Unavoidable delays as a result of inadvertent processing errors and/or "acts of God" may extend the time for the deposit of Loan proceeds and the processing of payments owing hereunder.

TRANSFER OF RIGHTS; HYPOTHECATION AND MAINTENANCE OF REGISTER: This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the payee, either of principal or of interest, upon the debt evidenced by this obligation, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the payee named herein; and the pledgee holding this instrument as collateral security hereby makes said payee its agent to accept and receive payments hereon, either of principal or of interest.

You agree that we may assign or transfer this Agreement, or any of our rights hereunder, to any other person or entity without prior notice to or consent from you. Regardless of any transfer, this Agreement shall remain exclusively subject to Tribal Law and courts of the Otoe-Missouria Tribe. Great Plains Lending, LLC (the "Registrar"), acting solely for this purpose as your irrevocably appointed agent, shall maintain an office located in the United States a copy of each assignment of this Agreement delivered to it and a register

(the "Register") for the recordation of the names and addresses of the original owner, assignees, and persons holding participation interests in the Loan, and the amounts of principal and interest owing to each from time to time pursuant to the terms of this Loan. The Register may be in electronic form. The entries of the Register shall be conclusive, and you, the Registrar, the Lender and all of its assignees and participants shall treat each person whose name is recorded in the Register pursuant to these terms as the owner of such principal and interest payments for all purposes of this Agreement, notwithstanding notice to the contrary. The name of the owner in the Register shall be available to you by written request to the Registrar at any reasonable time and from time to time upon reasonable prior notice. The foregoing is intended to result in this Agreement being in "registered form" within the meaning of U.S. Treasury Regulations Section 1.871-14(c) and Sections 163(f), 871(h) and 881(c) of the Internal Revenue Code of 1986, as amended, and shall be interpreted and applied in a manner consistent therewith. Any fees and expenses of the Registrar for its services shall be charged to the registered owner of the loan and not to you.

SUCCESSORS AND ASSIGNS: This Agreement is binding upon your heirs and personal representatives in probate and upon anyone to whom you assign your assets or who succeeds you in any other way; provided, however, that you may not assign or transfer this Agreement except with Lender's prior written consent.

SERVICING COMMUNICATIONS AND COMMUNICATIONS AFTER DEFAULT: You authorize Lender and its authorized representatives to contact you according to your consent provided in your application or according to your account preferences, as modified by you after submitting your application. This may include (i) calling you during reasonable hours at any of the phone numbers listed on your most recent application (a) prior to each Payment Due Date to remind you of the payment due and (b) and for other matters related to your account, (ii) contacting you by text message or other wireless communication method on the mobile phone number listed on your application, (iii) leaving a message with a person or a voice mail service, and (iv) contacting you using autodialers or pre-recorded messages, including calls to your mobile phone.

ACH AUTHORIZATION

(applies only if (a) you select the electronic funding/payment option below or (b) authorize recurring Debit Card payments)

This ACH Authorization is a part of and relates to this Agreement. You voluntarily authorize us, and our successors, affiliates, agents, representatives, employees and assigns, to initiate automatic credit and debit entries to your Bank Account in accordance with this Agreement. You agree that we will initiate a credit entry to your Bank Account for the Amount Financed on or about the Disbursement Date. You agree that we will initiate a debit entry to your Bank Account on each Payment Due Date in the payment amount described in the Payment Schedule. For each scheduled payment, whenever a debit entry to your Bank Account is returned to us for any reason, we may initiate a debit entry to your Bank Account up to two additional times after our first attempt for each scheduled payment amount. You also agree that we will initiate a debit entry for any accrued returned payment fees and any interest that accrues on overdue amounts. If your payment is due on a non-business day, it will be processed on the next business day.

You agree that this ACH Authorization is for repayment of a consumer installment loan and that payments shall recur at substantially regular intervals as set forth in this Agreement. This ACH Authorization is to remain in full force and effect for this transaction until you pay your Loan, including any interest and fees, in full. You may revoke this ACH Authorization by contacting us directly or your financial institution. If you revoke your ACH Authorization, you agree to make payments to us by check, certified check or money order as set forth in the "Payments" section above. In no event will any revocation of this ACH Authorization be effective with respect to entries processed by us prior to us receiving such revocation.

You agree that we may obtain information about you and your Bank Account from your bank and/or consumer reporting agencies until all amounts owing pursuant to this Agreement are paid in full. If

there is any missing or incorrect information in or with your application regarding your bank, bank routing number, or account number, then you authorize us to verify and correct such information.

Your bank may charge you a fee in connection with our credit and/or debit entries. Contact your financial institution for more information specific to your Bank Account.

This ACH Authorization is subject to the following provisions:

(1) *Right to stop payment and procedure for doing so.* If you have told us in advance to make regular payments out of your Bank Account, you can stop any of these payments. Here's how: Call us at (877) 836-1506 or write us at 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.

(2) *Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(3) *Notice of varying amounts.* You acknowledge that you will receive a notice at least 10 days before a payment is debited from your Bank Account if the payment we are going to debit from your Bank Account varies from the amount disclosed in the Schedule of Payments above. You have the right to receive notice of all varying amounts.

This ACH Authorization is a payment mechanism only and does not give us collection rights greater than those otherwise contained in this Agreement. This ACH Authorization does not constitute and is not intended to constitute a security interest under Tribal Law.

If you associate one or more debit cards with your account with Lender (each a "Debit Card") and authorize Lender to initiate recurring payments on your Loan using a Debit Card, the terms of the foregoing ACH Authorization will apply equally to recurring payments made by Debit Card.

ENTIRE AGREEMENT; SEVERABILITY. This Agreement, including the Waiver of Jury Trial and Arbitration Agreement, constitutes the entire agreement between Borrower and Lender, and it may not be contradicted by evidence of prior or contemporaneous oral agreements between them. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial and Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect.

GOVERNING LAW; NON-APPLICABILITY OF STATE LAW; INTERSTATE COMMERCE: This Agreement and the Agreement to Arbitrate are governed by Tribal Law and such federal law as is applicable under the Indian Commerce Clause of the Constitution of the United States of America. We do not have a presence in Oklahoma or any other state of the United States of America. Neither this Agreement nor the Lender is subject to the laws of any state of the United States. The Lender may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Otoe-Missouria Tribe to any federal law unless found expressly applicable to the operations of the Otoe-Missouria Tribe. You and we agree that the transaction represented by this Agreement involves interstate commerce for all purposes.

WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT

This Agreement includes the following binding Waiver of Jury Trial and Arbitration Agreement (the "Agreement to Arbitrate"). You may opt out of the Agreement to Arbitrate by following these instructions:

RIGHT TO OPT-OUT: IF YOU DO NOT AGREE TO ARBITRATE ALL DISPUTES (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO ARBITRATE, YOU MUST ADVISE US IN WRITING EITHER BY (A) MAILING A LETTER POSTMARKED NO LATER THAN 60 DAYS

FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT, TO 1050 EAST 2ND STREET, BOX 500, EDMOND, OKLAHOMA 73034, OR (B) BY EMAIL DATED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT TO SUPPORT@GREATPLAINSLENDING.COM. YOUR OPT-OUT CORRESPONDENCE MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU REJECT ARBITRATION. *YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE IF IT IS NOT IN WRITING OR IF IS DATED LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT; IT IS NOT SUFFICIENT TO TELEPHONE US.* IN THE EVENT YOU OPT OUT OF THE AGREEMENT TO ARBITRATE, ANY DISPUTES SHALL NONETHELESS BE GOVERNED UNDER TRIBAL LAW AND MUST BE BROUGHT WITHIN THE COURT SYSTEM OF THE OTOE-MISSOURIA TRIBE.

PLEASE CAREFULLY READ THIS AGREEMENT TO ARBITRATE. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION AS DESCRIBED ABOVE, YOU AGREE THAT ANY DISPUTE YOU HAVE RELATED TO THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

AGREEMENT TO ARBITRATE: You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration.

WHAT ARBITRATION IS: "Arbitration" is having an independent third-party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us or otherwise involving this Agreement or the Loan. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all federal, state or Tribal Law claims or demands (whether past, present, or future), based on any legal or equitable theory and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes any issue concerning the validity, enforceability, or scope of this Agreement or this Agreement to Arbitrate.

For purposes of this Agreement to Arbitrate, (a) the terms "you" and "your" mean you, the borrower, and include your heirs, guardian, personal representative, or trustee in bankruptcy, and (b) the terms "we," "our," and "us" mean Lender, our agents servicers, assigns, vendors or any third-party, Lender's affiliated companies, the Tribe, Lender's servicing and collection companies, representatives and agents, and each of their respective agents, representatives, employees, officers, directors, members, managers, attorneys, successors, predecessors, and assigns.

HOW ARBITRATION WORKS: If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. A party who intends to seek arbitration must first send to the other, by email, a Notice of Dispute (Notice). You must send the Notice to Lender at support@greatplainslending.com. The Notice must (a) have the subject heading "Notice of Dispute;" (b) describe the nature and basis of the claim or dispute; and (c) set for the specific relief sought (Demand). If Lender and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Lender may commence an arbitration proceeding. The party requesting arbitration must choose either of the following arbitration firms for initiating and pursuing arbitration: the International Institute for Conflict Prevention & Resolution ("CPR") or JAMS, The Resolution Experts ("JAMS"). If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitration firm, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

International Institute for
Conflict Prevention & Resolution, Inc.
575 Lexington Ave, 21st Floor
New York, NY 10022
Website: <http://www.cpradr.org/>

JAMS, The Resolution Experts
1920 Main Street, Suite 300
Irvine, CA 92614
Website: <http://www.jamsadr.com/>
Telephone: (949) 224-1810 or

Telephone: (212) 949-6490

(800) 352-5267

The policies and procedures of the selected arbitration firm applicable to consumer transactions will apply provided such policies and procedures do not contradict this Agreement to Arbitrate or Tribal Law. To the extent the arbitration firm's rules or procedures are different than the terms of this Agreement to Arbitrate, the terms of this Agreement to Arbitrate will apply.

WHAT ARBITRATION COSTS: No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration for all non-frivolous claims, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by Tribal Law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected, then we will pay you the amount of the award or the loan amount plus any finance fees paid, whichever is greater. If you would be entitled to a larger amount under applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.

LOCATION OF ARBITRATION: Any arbitration under this Agreement may be conducted either on Tribal land or within thirty (30) miles of your then current residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) as a relinquishment or waiver of the sovereign status or immunity of the Tribe, (b) to allow for the application of any law other than Tribal Law, or (c) to constitute a transaction of business in any place other than the Indian country of the Tribe. Any party may participate in arbitration exclusively by telephonic or other electronic means.

WAIVER OF RIGHTS: BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO (A) HAVE A JURY TRIAL TO RESOLVE DISPUTES, (B) HAVE A COURT RESOLVE DISPUTES, (C) PARTICIPATE IN A CLASS ACTION LAWSUIT, AND (D) HAVE ACCESS TO DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT.

The arbitrator has the ability to award all remedies available under Tribal Law, whether at law or in equity, to the prevailing party, except that you and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving individual Disputes. The arbitrator may award such remedies only in favor of the individual party seeking relief and only to the extent necessary to prove relief warranted by that party's individual claim. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The validity, effect, and enforceability of the waivers of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a Tribal court of competent jurisdiction and not by the CPR, JAMS, or an arbitrator. If the Tribal court refuses to enforce the class-wide arbitration waiver, the parties agree that the Dispute will proceed in Tribal court and will be decided by a Tribal court judge, sitting without a jury, under applicable Tribal court rules and procedures, and not as a class action lawsuit. As an integral component of accepting this Agreement, you irrevocably consent to the exclusive jurisdiction of the Tribal courts for purposes of this Agreement.

APPLICABLE LAW AND JUDICIAL REVIEW OF ARBITRATOR'S AWARD: THIS AGREEMENT TO ARBITRATE SHALL BE GOVERNED BY TRIBAL LAW. The arbitrator shall apply Tribal Law and the terms of this Agreement, including this Agreement to Arbitrate and the waivers included herein. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. The arbitrator shall make written findings and the arbitrator's award may be filed with a Tribal court. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and Tribal Law, and if it is not, it may be set aside by a Tribal court upon judicial review. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled. The parties will have the right to judicial review in a Tribal court of (a) whether the findings of fact rendered by the arbitrator

are supported by substantial evidence and (b) whether the conclusions of law are erroneous under Tribal Law. Judgment confirming an award in such a proceeding may be entered only if a Tribal court determines that the award is supported by substantial evidence and is not based on legal error under Tribal Law.

SURVIVAL: This Agreement to Arbitrate will survive: (1) the cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

PLEASE CAREFULLY REVIEW THIS AGREEMENT, WHICH INCLUDES A WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT THAT MAY BE ENFORCED BY YOU AND US. IF YOU HAVE QUESTIONS, PLEASE CONTACT CUSTOMER SERVICE AT (877) 836-1506.

By electronically signing this Agreement: You certify that all information you gave us in connection with your application and this Agreement is true and correct, and you authorize us to verify any information you provided. You give us consent to obtain information about you from one or more consumer reporting agencies and other sources. You acknowledge that: (a) you have read, understand, and agree to all of the terms and conditions of (i) this Agreement, including the truth-in-lending disclosures and the Waiver of Jury Trial and Arbitration Agreement, and (ii) Lender's Privacy Policy (<https://www.greatplainslending.com/faq/privacy-policy>) (b) this Agreement contains all of the terms of the agreement between you and us and that no representations or promises other than those contained in this Agreement have been made; (c) if you elect below to repay this Loan via ACH debits to your Bank Account, you specifically authorize withdrawals and deposits to and from your Bank Account as described in this Agreement; (d) you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (e) this Agreement was filled in before you signed it; (f) you have the ability to print or retain a completed copy of this Agreement; and (g) we have not made the Loan contingent upon your obtaining any other product or service from us or anyone else. You further acknowledge that we may withhold funding of your Loan until (i) we confirm that you have made all payments on any previous loans with Lender, (ii) we verify that all information you gave us on your application is true and (iii) we decide whether you meet our requirements to receive the Loan.

By checking here and signing below, you understand, acknowledge and agree that Great Plains Lending, LLC is a tribal lending entity wholly owned by Otoe-Missouria Tribe of Indians, a federally recognized tribe. You further understand, acknowledge and agree that this Loan is governed by the laws of the Otoe-Missouria Tribe and is not subject to the provisions or protections of the laws of your home state or any other state. If you wish to have your resident state law apply to any loan that you take out, you should consider taking a loan from a licensed lender in your state.

Please review and select one of these funding/payment options:

- ELECTRONIC (as soon as the next business day):** By checking here and signing below, you agree to the ACH Authorization set forth in this Agreement, which allows us to debit and credit your Bank Account for this Loan. You acknowledge and agree that the ACH Authorization is for the benefit of Great Plains Lending, LLC, its affiliates, agents, representatives, employees, successors, and registered assigns. You acknowledge that you are not required to consent to receive funds or repay your Loan by ACH or other electronic payment method.
- POSTAL MAIL (allow 7 to 10 days for delivery):** By checking here and signing below, you request Loan proceeds be distributed to you by check and delivered by regular mail through the U.S. Postal Service. If you elect to receive your proceeds by mail, you must make payments as explained in the "Payments" section above. You acknowledge that interest begins accruing on the Effective Date set forth at the top of this Agreement.

Your Full Name:

Jill D Novorot

Type 'I Agree':

I Agree

Date:

9/21/2016

Great Plains Lending, LLC

Ver. 25

THIS AGREEMENT SHALL NOT CONSTITUTE A "NEGOTIABLE INSTRUMENT"

Consumer Installment Loan Agreement

Loan Number: 73723122

Great Plains Lending, LLC
Otoe-Missouria Indian Reservation
Red Rock, OK 74651
(877) 836-1506

Lender:

Great Plains Lending, LLC

Borrower's Name:

Jill Darlene Novorot

Origination Date: 2/16/2016

This is the date you signed and submitted this Agreement to the Lender.

Borrower's ID:

*****2407

Disbursement Date: On or

about 2/16/2016

This is the date that the Loan proceeds are released.

Borrower's Address:

[REDACTED]

Borrower's Bank and Account Number for ACH Transfers (the "Bank Account"):

[REDACTED]

Effective Date: 2/17/2016

This is the date that interest begins to accrue.

Final Payment Due Date: 6/11/2016

This is the Loan maturity date.

In this Consumer Installment Loan Agreement (this "Agreement"), "you" and "your" refer to the Borrower identified above. "We", "us", "our", and "Lender" refer to Great Plains Lending, LLC, a lender authorized by the laws of the Otoe-Missouria Tribe of Indians (the "Otoe-Missouria Tribe" or "Tribe"), a federally recognized Indian Tribe, and any assignee of Lender or subsequent holder of this Agreement. "Tribal" refers to the Otoe-Missouria Tribe, and "Tribal Law" means any law or regulation duly enacted by the Otoe-Missouria Tribe. "Loan" means the consumer installment loan made by Lender to Borrower under this Agreement.

IMPORTANT DISCLOSURE

PLEASE READ THIS DISCLOSURE CAREFULLY BEFORE SIGNING THIS AGREEMENT. LENDER IS AN ARM OF THE TRIBE, IT IS A COMMERCIAL ENTITY FORMED PURSUANT TO TRIBAL LAW, IT IS OWNED AND OPERATED BY THE TRIBE AND IT FUNCTIONS AS A NON-PROFIT COMMERCIAL ENTITY OF THE TRIBE, FORMED FOR THE EXPRESS PURPOSE OF ECONOMIC DEVELOPMENT. BOTH THE LENDER AND THE TRIBE ARE IMMUNE FROM SUIT IN ANY COURT UNLESS THE TRIBE, THROUGH ITS TRIBAL COUNCIL, EXPRESSLY WAIVES THAT IMMUNITY THROUGH A FORMAL, WRITTEN RESOLUTION OF THE TRIBE'S TRIBAL COUNCIL. THE LENDER IS REGULATED BY THE TRIBE'S CONSUMER FINANCE SERVICES REGULATORY COMMISSION (THE "COMMISSION"). YOUR RIGHT TO SUBMIT COMPLAINTS IS LIMITED TO THE DISPUTE RESOLUTION PROCESS SET FORTH IN THIS AGREEMENT AND TO THE COMMISSION IN ACCORDANCE WITH THE TRIBE'S CONSUMER LENDING CODE AND ACCOMPANYING REGULATIONS, IF ANY.

YOU AGREE THAT THIS LOAN IS MADE WITHIN THE TRIBE'S JURISDICTION AND IS SUBJECT TO AND GOVERNED BY TRIBAL LAW AND NOT THE LAW OF YOUR RESIDENT STATE. IN MAKING THIS LOAN, YOU CONSENT TO TRIBAL JURISDICTION FOR THIS LOAN. YOUR RESIDENT STATE LAW

MAY HAVE INTEREST RATE LIMITS AND OTHER CONSUMER PROTECTION PROVISIONS THAT ARE MORE FAVORABLE. IF YOU WISH TO HAVE YOUR RESIDENT STATE LAW APPLY TO ANY LOAN THAT YOU TAKE OUT, YOU SHOULD CONSIDER TAKING A LOAN FROM A LICENSED LENDER IN YOUR STATE. IN ANY EVENT, YOU SHOULD CAREFULLY EVALUATE YOUR FINANCIAL OPTIONS BEFORE TAKING OUT A LOAN. THIS LOAN HAS A HIGH INTEREST RATE AND IT IS NOT INTENDED TO PROVIDE A SOLUTION FOR LONGER TERM CREDIT OR OTHER FINANCIAL NEEDS.

ALTERNATIVE FORMS OF CREDIT MAY BE LESS EXPENSIVE AND MORE SUITABLE FOR YOUR FINANCIAL NEEDS. PLEASE CONSIDER YOUR ABILITY TO REPAY THE LOAN. IF YOU ARE HAVING FINANCIAL DIFFICULTIES, YOU SHOULD SEEK THE ASSISTANCE OF FINANCIAL COUNSELORS. BEFORE SIGNING THIS AGREEMENT, PLEASE CAREFULLY READ ITS TERMS. YOUR SIGNATURE AND ACCEPTANCE OF THIS LOAN WILL BE DEEMED AS PROOF THAT YOU HAVE READ THIS AGREEMENT, YOU HAVE APPROVED OF ALL OF ITS TERMS, INCLUDING CONSENTING TO TRIBAL JURISDICTION, YOU HAVE PROVIDED THE LENDER WITH THE MOST CURRENT AND ACCURATE EMPLOYMENT, CREDIT, INCOME, AND ASSET HISTORY REQUIRED FOR LENDER TO ASSESS YOUR ELIGIBILITY AND CREDITWORTHINESS, AND AFFIRMATIVELY ACKNOWLEDGE THAT YOU ARE ABLE TO REPAY THE LOAN ACCORDING TO THE TERMS OF THIS AGREEMENT.

TRUTH IN LENDING DISCLOSURES: We provide the following truth-in-lending disclosures so that you can compare the cost of this Loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we or any subsequent holder of this Agreement consent to application of state or federal law to us, to the Loan, or this Agreement.

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after making all payments as scheduled.
441.38%	\$344.94	\$400.00	\$744.94

PAYMENT SCHEDULE: Your Payment Schedule will be as set forth in the following table, with each due date being referred to herein as a "Payment Due Date":

Number of Payments	Amount of Payments	When Payments Are Due
7	\$93.12	2/26/2016, 3/11/2016, 3/26/2016, 4/11/2016, 4/26/2016, 5/11/2016, 5/26/2016
1	\$93.10	6/11/2016

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

See the Agreement below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of Amount Financed:

Amount given to you directly:	400.00
<i>Plus</i> , Amount paid on your account with Lender - Loan # _____:	\$0.00
<i>Equals</i> , Amount Financed:	\$400.00

PROMISE TO PAY: You promise to pay to the order of Lender the principal sum of \$400.00 plus interest from the Effective Date of this Loan at the rate of 450.0085% per year until this loan is repaid in full. You agree to make payments in the amounts and on or before the Payment Due Dates shown in the Payment Schedule above. You also promise to pay to Lender all other fees and charges provided for under this Agreement.

INTEREST: Interest will accrue daily on the unpaid principal balance of this Loan, beginning on the Effective Date, until paid in full. We calculate interest based on a 365-day year. In calculating your payments, we have assumed you will make each payment on the day and in the amount due. If any payment is received after the Payment Due Date, you must pay any additional interest that accrues after the Payment Due Date. If any payment is made before a Payment Due Date, the interest due on the scheduled payment will be reduced, and you will owe less interest. The amount of any decrease or increase in interest due will affect the amount of your final payment. If the amount of any payment is not enough to pay the interest due, the unpaid interest will be paid from your next payment(s), if any, and will not be added to the principal balance. Time is of the essence, which means that there are no grace periods for when payments must be made. There is no separate late charge if you fail to make payments in accordance with the Payment Schedule. However, if you do not make each payment in full on the Payment Due Dates as agreed, Lender may continue to charge interest on past due amounts at the interest rate set forth in the "Promise to Pay" section. The interest rate and other charges under this Agreement will never exceed the highest rate or charge allowed by Tribal Law for this Loan. If the amount collected is found to exceed the highest rate or charge allowed, Lender will refund an amount necessary to comply with Tribal Law.

PAYMENTS: Lender will apply your payments in the following order: (1) to any fees due, (2) to accrued but unpaid interest, and (3) to principal amounts outstanding. If you have chosen the ACH Authorization option, each scheduled payment, plus any fees due to us (if applicable), will be debited from your Bank Account on each Payment Due Date. See the ACH Authorization below for further information.

If you have chosen to receive your Loan proceeds via check and to repay all amounts due pursuant to this Agreement via check, money order or certified check, please mail each payment payable to Great Plains Lending, LLC, P.O. Box 42906, Philadelphia, PA 19101 (or by overnight mail or courier service to Great Plains Lending c/o MetaSource, 1900 Frost Road, Suite 100, Bristol, PA 19007), for forwarding to and receipt and processing on the Otoe-Missouria Indian reservation, in time for Lender to receive the payment by 5:00 p.m. Eastern Time on the Payment Due Date.

PREPAYMENT: You may prepay this Loan in whole or in part at any time without penalty. If you prepay in part, you must still make each later payment according to the Payment Schedule above until this Loan is paid in full. Any amounts you prepay will not continue to accrue interest.

RIGHT OF RESCISSION: You may rescind or cancel this Loan if you do so on or before 5:30 p.m., Eastern Time, on the fifth business day after the Origination Date (the "Rescission Deadline"). To cancel, call Lender at (877) 836-1506 to tell us you want to rescind or cancel this Loan and provide us written notice of rescission as directed by our customer service representative.

If you have provided an ACH Authorization: If we timely receive your written notice of rescission on or before the Rescission Deadline but before the Loan proceeds have been credited to your Bank Account, we will not deposit your Loan proceeds to your Bank Account and both ours and your obligations under this Agreement will be rescinded. If we timely receive your written notice of rescission on or before the Rescission Deadline but after the Loan proceeds have been credited to your Bank Account, we will debit your Bank Account for the principal amount owing under this Agreement. If we receive payment of the principal amount

via the debit, ours and your obligations under this Agreement will be rescinded. If we do not receive payment of the principal amount via the debit, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

If you have elected to receive your Loan proceeds via check delivered by mail: If we timely receive your written notice of rescission on or before the Rescission Deadline, and (a) if we have not mailed the check representing the Loan proceeds to you or (b) if you have not cashed the check representing the Loan proceeds, then we will cancel the check and both ours and your obligations under this Agreement will be rescinded. If you have cashed the check representing the Loan proceeds, you must return the full amount of cash you received to us by the Rescission Deadline. If we receive the full amount by the Rescission Deadline, ours and your obligations under this Agreement will be rescinded. If we do not receive the full amount by the Rescission Deadline, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

Any pre-assessed fee shall not be deemed security for this Loan and shall be returned by a credit entry to your Bank Account within three (3) business days of an effective rescission.

CHECK CONVERSION NOTIFICATION: When you provide a check as payment, you agree we can either use information from your check to make a one-time electronic withdrawal from your Bank Account or to process the payment as a check transaction. When we use information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For questions, please call our customer service phone number, (877) 836-1506.

RETURNED PAYMENT FEES; BORROWER BANK CHARGES: If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay us a fee of \$30.00 and you agree that we may recover court costs and reasonable attorney's fees incurred by us. If you have elected to repay this Loan via ACH debits to your Bank Account, for each returned payment, you authorize Lender and its agents and representatives to make a one-time withdrawal from your Bank Account to collect this fee. Your financial institution may also charge a fee if your Bank Account becomes overdrawn or if a payment is attempted against your Bank Account that would cause it to become overdrawn. You will not hold us or our agents, representatives, successors or assigns responsible for any such fee you must pay.

SECURITY: No security interest is taken or given in connection with this Loan.

REFINANCE POLICY: Subject to our credit policies, we will determine, in our sole discretion, whether your Loan may be refinanced.

DEFAULT: You will have broken your promise you made to us in this Agreement (each, a "Default") if: (a) you provide false or misleading information about yourself, your employment or your financial condition prior to entering into this Agreement, (b) you fail to make a payment in full by the applicable Payment Due Date or if your payment is returned to us for any reason, or (c) you file bankruptcy or become a debtor under U.S. federal bankruptcy laws.

CONSEQUENCES OF DEFAULT: Should you not do the things you agreed to under this Agreement, we may, at our option, do any one or more of the following things: (a) require you to immediately pay us everything you owe us under this Agreement; (b) if you have elected to repay this Loan via ACH debits to your Bank Account, withdraw money from your Bank Account that was not available when we tried to withdraw it at an earlier time; and (c) pursue all legally available means to collect what you owe us. By signing this Agreement you waive notice of default, dishonor, demand for payment, protest, presentment, and any other notices. Amounts you owe Lender includes the unpaid principal balance of this Loan, all unpaid accrued fees and interest (including unpaid interest owing on past due amounts), and any costs and fees Lender incurs in connection with this Agreement. In the event we declare all amounts owed under this Agreement immediately due because you did not pay us, then, if you have elected to repay this Loan via ACH debits to your Bank Account, you further authorize us and our agents and representatives to withdraw

money from your Bank Account in the full amount due under this Agreement. By choosing to exercise any one of more of these remedies, we do not give up our right to use another way to collect the money you owe us later. We may decide not to use any of the ways described above to get back the money that you owe us. If so, we do not give up our right to consider what you said you would do to make payment(s) and, if you fail to make those payment(s), we will consider you to be in Default. In any proceeding in which a Lender is a party in interest with respect to any transactions with Borrower under Tribal law, Lender's rights and remedies shall be granted based upon prima facie proof and entitlement based upon the terms of this Agreement and the payment and business records maintained by Lender in the ordinary course of business. Any claims or defenses whatsoever asserted by or on behalf of Borrower shall be subject to the dispute resolution process and jurisdiction agreed to in this Agreement.

CREDIT REPORTING: You agree that Lender may make inquiries concerning your credit history and standing, and may report information concerning your performance under this Agreement to credit reporting agencies. Late payments, missed payments or other defaults on your Loan may be reflected in your credit report.

CHANGE OF PRIMARY RESIDENCE: You agree to notify Lender of any change in your primary residence as soon as practicable, but no later than five (5) days after any change. You agree that the address provided on this Agreement will govern this Agreement until you have met all obligations under this Agreement and that any subsequent change in your primary residence will not affect the terms or enforceability of this Agreement.

CORRESPONDENCE WITH LENDER: General correspondence with Lender concerning this Loan, this Agreement or your relationship with Lender must be directed to Lender at the following address: Great Plains Lending, LLC, 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034. Communications related to the bankruptcy of the Borrower must be directed to Lender at the following address: Great Plains Lending, LLC, Attn: Bankruptcy Handling, 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034.

FORCE MAJEURE: Unavoidable delays as a result of inadvertent processing errors and/or "acts of God" may extend the time for the deposit of Loan proceeds and the processing of payments owing hereunder.

TRANSFER OF RIGHTS; HYPOTHECATION AND MAINTENANCE OF REGISTER: This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the payee, either of principal or of interest, upon the debt evidenced by this obligation, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the payee named herein; and the pledgee holding this instrument as collateral security hereby makes said payee its agent to accept and receive payments hereon, either of principal or of interest.

You agree that we may assign or transfer this Agreement, or any of our rights hereunder, to any other person or entity without prior notice to or consent from you. Regardless of any transfer, this Agreement shall remain exclusively subject to Tribal Law and courts of the Otoe-Missouria Tribe. Great Plains Lending, LLC (the "Registrar"), acting solely for this purpose as your irrevocably appointed agent, shall maintain at an office located in the United States a copy of each assignment of this Agreement delivered to it and a register (the "Register") for the recordation of the names and addresses of the original owner, assignees, and persons holding participation interests in the Loan, and the amounts of principal and interest owing to each from time to time pursuant to the terms of this Loan. The Register may be in electronic form. The entries of the Register shall be conclusive, and you, the Registrar, the Lender and all of its assignees and participants shall treat each person whose name is recorded in the Register pursuant to these terms as the owner of such principal and interest payments for all purposes of this Agreement, notwithstanding notice to the contrary. The name of the owner in the Register shall be available to you by written request to the Registrar at any reasonable time and from time to time upon reasonable prior notice. The foregoing is intended to result in this Agreement being in "registered form" within the meaning of U.S. Treasury Regulations Section 1.871-14(c) and Sections 163(f), 871(h) and 881(c) of the Internal Revenue Code of 1986, as amended, and shall be interpreted and applied in a manner consistent therewith. Any fees and expenses of the Registrar for its services shall be charged to the registered owner of the loan and not to you.

SUCCESSORS AND ASSIGNS: This Agreement is binding upon your heirs and personal representatives in probate and upon anyone to whom you assign your assets or who succeeds you in any other way; provided, however, that you may not assign or transfer this Agreement except with Lender's prior written consent.

SERVICING COMMUNICATIONS AND COMMUNICATIONS AFTER DEFAULT: You authorize Lender and its authorized representatives to contact you according to your consent provided in your application or according to your account preferences, as modified by you after submitting your application. This may include (i) calling you during reasonable hours at any of the phone numbers listed on your most recent application (a) prior to each Payment Due Date to remind you of the payment due and (b) and for other matters related to your account, (ii) contacting you by text message or other wireless communication method on the mobile phone number listed on your application, (iii) leaving a message with a person or a voice mail service, and (iv) contacting you using autodialers or pre-recorded messages, including calls to your mobile phone.

ACH AUTHORIZATION

(applies only if (a) you select the electronic funding/payment option below or (b) authorize recurring Debit Card payments)

This ACH Authorization is a part of and relates to this Agreement. You voluntarily authorize us, and our successors, affiliates, agents, representatives, employees and assigns, to initiate automatic credit and debit entries to your Bank Account in accordance with this Agreement. You agree that we will initiate a credit entry to your Bank Account for the Amount Financed on or about the Disbursement Date. You agree that we will initiate a debit entry to your Bank Account on each Payment Due Date in the payment amount described in the Payment Schedule. For each scheduled payment, whenever a debit entry to your Bank Account is returned to us for any reason, we may initiate a debit entry to your Bank Account up to two additional times after our first attempt for each scheduled payment amount. You also agree that we will initiate a debit entry for any accrued returned payment fees and any interest that accrues on overdue amounts. If your payment is due on a non-business day, it will be processed on the next business day.

You agree that this ACH Authorization is for repayment of a consumer installment loan and that payments shall recur at substantially regular intervals as set forth in this Agreement. This ACH Authorization is to remain in full force and effect for this transaction until you pay your Loan, including any interest and fees, in full. You may revoke this ACH Authorization by contacting us directly or your financial institution. If you revoke your ACH Authorization, you agree to make payments to us by check, certified check or money order as set forth in the "Payments" section above. In no event will any revocation of this ACH Authorization be effective with respect to entries processed by us prior to us receiving such revocation.

You agree that we may obtain information about you and your Bank Account from your bank and/or consumer reporting agencies until all amounts owing pursuant to this Agreement are paid in full. If there is any missing or incorrect information in or with your application regarding your bank, bank routing number, or account number, then you authorize us to verify and correct such information.

Your bank may charge you a fee in connection with our credit and/or debit entries. Contact your financial institution for more information specific to your Bank Account.

This ACH Authorization is subject to the following provisions:

(1) *Right to stop payment and procedure for doing so.* If you have told us in advance to make regular payments out of your Bank Account, you can stop any of these payments. Here's how: Call us at (877) 836-1506 or write us at 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.

(2) *Liability for failure to stop payment of preauthorized transfer.* If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(3) *Notice of varying amounts.* You acknowledge that you will receive a notice at least 10 days before a payment is debited from your Bank Account if the payment we are going to debit from your Bank Account varies from the amount disclosed in the Schedule of Payments above. You have the right to receive notice of all varying amounts.

This ACH Authorization is a payment mechanism only and does not give us collection rights greater than those otherwise contained in this Agreement. This ACH Authorization does not constitute and is not intended to constitute a security interest under Tribal Law.

If you associate one or more debit cards with your account with Lender (each a "Debit Card") and authorize Lender to initiate recurring payments on your Loan using a Debit Card, the terms of the foregoing ACH Authorization will apply equally to recurring payments made by Debit Card.

ENTIRE AGREEMENT; SEVERABILITY. This Agreement, including the Waiver of Jury Trial and Arbitration Agreement, constitutes the entire agreement between Borrower and Lender, and it may not be contradicted by evidence of prior or contemporaneous oral agreements between them. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial and Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect.

GOVERNING LAW; NON-APPLICABILITY OF STATE LAW; INTERSTATE COMMERCE: This Agreement and the Agreement to Arbitrate are governed by Tribal Law and such federal law as is applicable under the Indian Commerce Clause of the Constitution of the United States of America. We do not have a presence in Oklahoma or any other state of the United States of America. Neither this Agreement nor the Lender is subject to the laws of any state of the United States. The Lender may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Otoe-Missouria Tribe to any federal law unless found expressly applicable to the operations of the Otoe-Missouria Tribe. You and we agree that the transaction represented by this Agreement involves interstate commerce for all purposes.

WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT

This Agreement includes the following binding Waiver of Jury Trial and Arbitration Agreement (the "Agreement to Arbitrate"). You may opt out of the Agreement to Arbitrate by following these instructions:

RIGHT TO OPT-OUT: IF YOU DO NOT AGREE TO ARBITRATE ALL DISPUTES (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO ARBITRATE, YOU MUST ADVISE US IN WRITING EITHER BY (A) MAILING A LETTER POSTMARKED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT, TO 1050 EAST 2ND STREET, BOX 500, EDMOND, OKLAHOMA 73034, OR (B) BY EMAIL DATED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT TO SUPPORT@GREATPLAINSLENDING.COM. YOUR OPT-OUT CORRESPONDENCE MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU REJECT ARBITRATION. *YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE IF IT IS NOT IN WRITING OR IF IS DATED LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT; IT IS NOT SUFFICIENT TO TELEPHONE US.* IN THE EVENT YOU OPT OUT OF THE AGREEMENT TO ARBITRATE, ANY DISPUTES SHALL NONETHELESS BE GOVERNED UNDER TRIBAL LAW AND MUST BE BROUGHT WITHIN THE COURT SYSTEM OF THE OTOE-MISSOURIA TRIBE.

PLEASE CAREFULLY READ THIS AGREEMENT TO ARBITRATE. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION AS DESCRIBED ABOVE, YOU AGREE THAT ANY DISPUTE YOU HAVE RELATED TO THIS AGREEMENT WILL BE RESOLVED BY BINDING

ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

AGREEMENT TO ARBITRATE: You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration.

WHAT ARBITRATION IS: "Arbitration" is having an independent third-party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us or otherwise involving this Agreement or the Loan. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all federal, state or Tribal Law claims or demands (whether past, present, or future), based on any legal or equitable theory and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes any issue concerning the validity, enforceability, or scope of this Agreement or this Agreement to Arbitrate.

For purposes of this Agreement to Arbitrate, (a) the terms "you" and "your" mean you, the borrower, and include your heirs, guardian, personal representative, or trustee in bankruptcy, and (b) the terms "we," "our," and "us" mean Lender, our agents servicers, assigns, vendors or any third-party, Lender's affiliated companies, the Tribe, Lender's servicing and collection companies, representatives and agents, and each of their respective agents, representatives, employees, officers, directors, members, managers, attorneys, successors, predecessors, and assigns.

HOW ARBITRATION WORKS: If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. A party who intends to seek arbitration must first send to the other, by email, a Notice of Dispute (Notice). You must send the Notice to Lender at support@greatplainslending.com. The Notice must (a) have the subject heading "Notice of Dispute;" (b) describe the nature and basis of the claim or dispute; and (c) set for the specific relief sought (Demand). If Lender and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Lender may commence an arbitration proceeding. The party requesting arbitration must choose either of the following arbitration firms for initiating and pursuing arbitration: the International Institute for Conflict Prevention & Resolution ("CPR") or JAMS, The Resolution Experts ("JAMS"). If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitration firm, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

International Institute for
Conflict Prevention & Resolution, Inc.
575 Lexington Ave, 21st Floor
New York, NY 10022
Website: <http://www.cpradr.org/>
Telephone: (212) 949-6490

JAMS, The Resolution Experts
1920 Main Street, Suite 300
Irvine, CA 92614
Website: <http://www.jamsadr.com/>
Telephone: (949) 224-1810 or
(800) 352-5267

The policies and procedures of the selected arbitration firm applicable to consumer transactions will apply provided such policies and procedures do not contradict this Agreement to Arbitrate or Tribal Law. To the extent the arbitration firm's rules or procedures are different than the terms of this Agreement to Arbitrate, the terms of this Agreement to Arbitrate will apply.

WHAT ARBITRATION COSTS: No matter which party initiates the arbitration, we will advance or reimburse filing fees and other costs or fees of arbitration for all non-frivolous claims, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by Tribal Law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of our last written

settlement offer made before an arbitrator was selected, then we will pay you the amount of the award or the loan amount plus any finance fees paid, whichever is greater. If you would be entitled to a larger amount under applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.

LOCATION OF ARBITRATION: Any arbitration under this Agreement may be conducted either on Tribal land or within thirty (30) miles of your then current residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) as a relinquishment or waiver of the sovereign status or immunity of the Tribe, (b) to allow for the application of any law other than Tribal Law, or (c) to constitute a transaction of business in any place other than the Indian country of the Tribe. Any party may participate in arbitration exclusively by telephonic or other electronic means.

WAIVER OF RIGHTS: BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO (A) HAVE A JURY TRIAL TO RESOLVE DISPUTES, (B) HAVE A COURT RESOLVE DISPUTES, (C) PARTICIPATE IN A CLASS ACTION LAWSUIT, AND (D) HAVE ACCESS TO DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT.

The arbitrator has the ability to award all remedies available under Tribal Law, whether at law or in equity, to the prevailing party, except that you and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving individual Disputes. The arbitrator may award such remedies only in favor of the individual party seeking relief and only to the extent necessary to prove relief warranted by that party's individual claim. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The validity, effect, and enforceability of the waivers of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a Tribal court of competent jurisdiction and not by the CPR, JAMS, or an arbitrator. If the Tribal court refuses to enforce the class-wide arbitration waiver, the parties agree that the Dispute will proceed in Tribal court and will be decided by a Tribal court judge, sitting without a jury, under applicable Tribal court rules and procedures, and not as a class action lawsuit. As an integral component of accepting this Agreement, you irrevocably consent to the exclusive jurisdiction of the Tribal courts for purposes of this Agreement.

APPLICABLE LAW AND JUDICIAL REVIEW OF ARBITRATOR'S AWARD: THIS AGREEMENT TO ARBITRATE SHALL BE GOVERNED BY TRIBAL LAW. The arbitrator shall apply Tribal Law and the terms of this Agreement, including this Agreement to Arbitrate and the waivers included herein. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. The arbitrator shall make written findings and the arbitrator's award may be filed with a Tribal court. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and Tribal Law, and if it is not, it may be set aside by a Tribal court upon judicial review. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled. The parties will have the right to judicial review in a Tribal court of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under Tribal Law. Judgment confirming an award in such a proceeding may be entered only if a Tribal court determines that the award is supported by substantial evidence and is not based on legal error under Tribal Law.

SURVIVAL: This Agreement to Arbitrate will survive: (1) the cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

PLEASE CAREFULLY REVIEW THIS AGREEMENT, WHICH INCLUDES A WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT THAT MAY BE ENFORCED BY YOU AND US. IF YOU HAVE QUESTIONS,

PLEASE CONTACT CUSTOMER SERVICE AT (877) 836-1506.

By electronically signing this Agreement: You certify that all information you gave us in connection with your application and this Agreement is true and correct, and you authorize us to verify any information you provided. You give us consent to obtain information about you from one or more consumer reporting agencies and other sources. You acknowledge that: (a) you have read, understand, and agree to all of the terms and conditions of (i) this Agreement, including the truth-in-lending disclosures and the Waiver of Jury Trial and Arbitration Agreement, and (ii) Lender's Privacy Policy (<https://www.greatplainslending.com/faq/privacy-policy>) (b) this Agreement contains all of the terms of the agreement between you and us and that no representations or promises other than those contained in this Agreement have been made; (c) if you elect below to repay this Loan via ACH debits to your Bank Account, you specifically authorize withdrawals and deposits to and from your Bank Account as described in this Agreement; (d) you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (e) this Agreement was filled in before you signed it; (f) you have the ability to print or retain a completed copy of this Agreement; and (g) we have not made the Loan contingent upon your obtaining any other product or service from us or anyone else. You further acknowledge that we may withhold funding of your Loan until (i) we confirm that you have made all payments on any previous loans with Lender, (ii) we verify that all information you gave us on your application is true and (iii) we decide whether you meet our requirements to receive the Loan.

By checking here and signing below, you understand, acknowledge and agree that Great Plains Lending, LLC is a tribal lending entity wholly owned by Otoe-Missouria Tribe of Indians, a federally recognized tribe. You further understand, acknowledge and agree that this Loan is governed by the laws of the Otoe-Missouria Tribe and is not subject to the provisions or protections of the laws of your home state or any other state. If you wish to have your resident state law apply to any loan that you take out, you should consider taking a loan from a licensed lender in your state.

Please review and select one of these funding/payment options:

- ELECTRONIC (as soon as the next business day):** By checking here and signing below, you agree to the ACH Authorization set forth in this Agreement, which allows us to debit and credit your Bank Account for this Loan. You acknowledge and agree that the ACH Authorization is for the benefit of Great Plains Lending, LLC, its affiliates, agents, representatives, employees, successors, and registered assigns. You acknowledge that you are not required to consent to receive funds or repay your Loan by ACH or other electronic payment method.
- POSTAL MAIL (allow 7 to 10 days for delivery):** By checking here and signing below, you request Loan proceeds be distributed to you by check and delivered by regular mail through the U.S. Postal Service. If you elect to receive your proceeds by mail, you must make payments as explained in the "Payments" section above. You acknowledge that interest begins accruing on the Effective Date set forth at the top of this Agreement.

Your Full Name:
Jill Darlene Novorot

Type 'I Agree':
I agree

Date:
2/16/2016

Great Plains Lending, LLC

THIS AGREEMENT SHALL NOT CONSTITUTE A "NEGOTIABLE INSTRUMENT"

Consumer Installment Loan Agreement

Loan Number: 73447518

Great Plains Lending, LLC
Otoe-Missouria Indian Reservation
Red Rock, OK 74651
(877) 836-1506

Lender:

Great Plains Lending, LLC

Origination Date: 9/15/2015

This is the date you signed and submitted this Agreement to the Lender.

Disbursement Date: On or about 9/16/2015

This is the date that the Loan proceeds are released.

Effective Date: 9/17/2015

This is the date that interest begins to accrue.

Final Payment Due Date: 1/10/2016

This is the Loan maturity date.

Borrower's Name:

Jill Darlene Novorot

Borrower's ID:

*****2407

Borrower's Address:

[REDACTED]

**Borrower's Bank and Account Number for ACH
Transfers (the "Bank Account"):**

[REDACTED]

In this Consumer Installment Loan Agreement (this "Agreement"), "you" and "your" refer to the Borrower identified above. "We", "us", "our", and "Lender" refer to Great Plains Lending, LLC, a lender authorized by the laws of the Otoe-Missouria Tribe of Indians (the "Otoe-Missouria Tribe" or "Tribe"), a federally recognized Indian Tribe, and any assignee of Lender or subsequent holder of this Agreement. "Tribal" refers to the Otoe-Missouria Tribe, and "Tribal Law" means any law or regulation duly enacted by the Otoe-Missouria Tribe. "Loan" means the consumer installment loan made by Lender to Borrower under this Agreement.

IMPORTANT DISCLOSURE

PLEASE READ THIS DISCLOSURE CAREFULLY BEFORE SIGNING THIS AGREEMENT. LENDER IS AN ARM OF THE TRIBE, IT IS A COMMERCIAL ENTITY FORMED PURSUANT TO TRIBAL LAW, IT IS OWNED AND OPERATED BY THE TRIBE AND IT FUNCTIONS AS A NON-PROFIT COMMERCIAL ENTITY OF THE TRIBE, FORMED FOR THE EXPRESS PURPOSE OF ECONOMIC DEVELOPMENT. BOTH THE LENDER AND THE TRIBE ARE IMMUNE FROM SUIT IN ANY COURT UNLESS THE TRIBE, THROUGH ITS TRIBAL COUNCIL, EXPRESSLY WAIVES THAT IMMUNITY THROUGH A FORMAL, WRITTEN RESOLUTION OF THE TRIBE'S TRIBAL COUNCIL. THE LENDER IS REGULATED BY THE TRIBE'S CONSUMER FINANCE SERVICES REGULATORY COMMISSION (THE "COMMISSION"). YOUR RIGHT TO SUBMIT COMPLAINTS IS LIMITED TO THE DISPUTE RESOLUTION PROCESS SET FORTH IN THIS AGREEMENT AND TO THE COMMISSION IN ACCORDANCE WITH THE TRIBE'S CONSUMER LENDING CODE AND ACCOMPANYING REGULATIONS, IF ANY.

YOU AGREE THAT THIS LOAN IS MADE WITHIN THE TRIBE'S JURISDICTION AND IS SUBJECT TO AND GOVERNED BY TRIBAL LAW AND NOT THE LAW OF YOUR RESIDENT STATE. IN MAKING THIS LOAN, YOU CONSENT TO TRIBAL JURISDICTION FOR THIS LOAN. YOUR RESIDENT STATE LAW MAY HAVE INTEREST RATE LIMITS AND OTHER CONSUMER PROTECTION PROVISIONS THAT ARE MORE FAVORABLE. IF YOU WISH TO HAVE YOUR RESIDENT STATE LAW APPLY TO ANY LOAN THAT YOU TAKE OUT, YOU SHOULD CONSIDER TAKING A LOAN FROM A LICENSED LENDER IN YOUR STATE. IN ANY EVENT, YOU SHOULD CAREFULLY EVALUATE YOUR FINANCIAL OPTIONS BEFORE TAKING OUT A LOAN. THIS LOAN HAS A HIGH INTEREST RATE AND IT IS NOT INTENDED TO PROVIDE A SOLUTION FOR LONGER TERM CREDIT OR OTHER FINANCIAL NEEDS. ALTERNATIVE FORMS OF CREDIT MAY BE LESS EXPENSIVE AND MORE SUITABLE FOR YOUR FINANCIAL NEEDS. PLEASE CONSIDER YOUR ABILITY TO REPAY THE LOAN. IF YOU ARE HAVING FINANCIAL DIFFICULTIES, YOU SHOULD SEEK THE ASSISTANCE OF FINANCIAL COUNSELORS. BEFORE SIGNING THIS AGREEMENT, PLEASE CAREFULLY READ ITS TERMS. YOUR SIGNATURE AND ACCEPTANCE OF THIS LOAN WILL BE DEEMED AS PROOF THAT YOU HAVE READ THIS AGREEMENT, YOU HAVE APPROVED OF ALL OF ITS TERMS, INCLUDING CONSENTING TO TRIBAL JURISDICTION, YOU HAVE PROVIDED THE LENDER WITH THE MOST CURRENT AND ACCURATE EMPLOYMENT, CREDIT, INCOME, AND ASSET HISTORY REQUIRED FOR LENDER TO ASSESS YOUR ELIGIBILITY AND CREDITWORTHINESS, AND AFFIRMATIVELY ACKNOWLEDGE THAT YOU ARE ABLE TO REPAY THE LOAN ACCORDING TO THE TERMS OF THIS AGREEMENT.

TRUTH IN LENDING DISCLOSURES: We provide the following truth-in-lending disclosures so that you can compare the cost of this Loan to other loan products you might obtain in the United States. Our inclusion of these disclosures does not mean that we or any subsequent holder of this Agreement consent to application of state or federal law to us, to the Loan, or this Agreement.

TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after making all payments as scheduled.
448.67%	\$342.81	\$400.00	\$742.81

PAYMENT SCHEDULE: Your Payment Schedule will be as set forth in the following table, with each due date being referred to herein as a "Payment Due Date":

<u>Number of Payments</u>	<u>Amount of Payments</u>	<u>When Payments Are Due</u>
7	\$92.85	9/25/2015, 10/10/2015, 10/25/2015, 11/10/2015, 11/25/2015, 12/10/2015, 12/25/2015
1	\$92.86	1/10/2016

PREPAYMENT: If you pay off early, you will not have to pay a penalty.

See the Agreement below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

Itemization of Amount Financed:	
Amount given to you directly:	\$400.00
Plus, Amount paid on your account with Lender - Loan # _____:	\$0.00
Equals, Amount Financed:	\$400.00

PROMISE TO PAY: You promise to pay to the order of Lender the principal sum of \$400.00 plus interest from the Effective Date of this Loan at the rate of 450.0085% per year until this loan is repaid in full. You agree to make payments in the amounts and on or before the Payment Due Dates shown in the Payment Schedule above. You also promise to pay to Lender all other fees and charges provided for under this Agreement.

INTEREST: Interest will accrue daily on the unpaid principal balance of this Loan, beginning on the Effective Date, until paid in full. We calculate interest based on a 365-day year. In calculating your payments, we have assumed you will make each payment on the day and in the amount due. If any payment is received after the Payment Due Date, you must pay any additional interest that accrues after the Payment Due Date. If any payment is made before a Payment Due Date, the interest due on the scheduled payment will be reduced, and you will owe less interest. The amount of any decrease or increase in interest due will affect the amount of your final payment. If the amount of any payment is not enough to pay the interest due, the unpaid interest will be paid from your next payment(s), if any, and will not be added to the principal balance. Time is of the essence, which means that there are no grace periods for when payments must be made. There is no separate late charge if you fail to make payments in accordance with the Payment Schedule. However, if you do not make each payment in full on the Payment Due Dates as agreed, Lender may continue to charge interest on past due amounts at the interest rate set forth in the "Promise to Pay" section. The interest rate and other charges under this Agreement will never exceed the highest rate or charge allowed by Tribal Law for this Loan. If the amount collected is found to exceed the highest rate or charge allowed, Lender will refund an amount necessary to comply with Tribal Law.

PAYMENTS: Lender will apply your payments in the following order: (1) to any fees due, (2) to accrued but unpaid interest, and (3) to principal amounts outstanding. If you have chosen the ACH Authorization option, each scheduled payment, plus any fees due to us (if applicable), will be debited from your Bank Account on each Payment Due Date. See the ACH Authorization below for further information.

If you have chosen to receive your Loan proceeds via check and to repay all amounts due pursuant to this Agreement via check, money order or certified check, please mail each payment payable to Great Plains Lending, LLC, P.O. Box 42906, Philadelphia, PA 19101 (or by overnight mail or courier service to Great Plains Lending c/o MetaSource, 1900 Frost Road, Suite 100, Bristol, PA 19007), for forwarding to and receipt and processing on the Otoe-Missouria Indian reservation, in time for Lender to receive the payment by 5:00 p.m. Eastern Time on the Payment Due Date.

PREPAYMENT: You may prepay this Loan in whole or in part at any time without penalty. If you prepay in part, you must still make each later payment according to the Payment Schedule above until this Loan is paid in full. Any amounts you prepay will not continue to accrue interest.

RIGHT OF RESCISSION: You may rescind or cancel this Loan if you do so on or before 5:30 p.m., Eastern Time, on the fifth business day after the Origination Date (the "Rescission Deadline"). To cancel, call Lender at (877) 836-1506 to tell us you want to rescind or cancel this Loan and provide us written notice of rescission as directed by our customer service representative.

If you have provided an ACH Authorization: If we timely receive your written notice of rescission on or before the Rescission Deadline but before the Loan proceeds have been credited to your Bank Account, we will not deposit your Loan proceeds to your Bank Account and both ours and your obligations under this Agreement will be rescinded. If we timely receive your written notice of rescission on or before the Rescission Deadline but after the Loan proceeds have been credited to your Bank Account, we will debit your Bank Account for the principal amount owing under this Agreement. If we receive payment of the principal amount via the debit, ours and your obligations under this Agreement will be rescinded. If we do not receive payment of the principal amount via the debit, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

If you have elected to receive your Loan proceeds via check delivered by mail: If we timely receive your written notice of rescission on or before the Rescission Deadline, and (a) if we have not mailed the check representing the Loan proceeds to you or (b) if you have not cashed the check representing the Loan proceeds, then we will cancel the check and both ours and your obligations under this Agreement will be rescinded. If you have cashed the check representing the Loan proceeds, you must return the full amount of cash you received to us by the Rescission Deadline. If we receive the full amount by the Rescission Deadline, ours and your obligations under this Agreement will be rescinded. If we do not receive the full amount by the Rescission Deadline, then the Agreement will remain in full force and effect until all amounts owed under this Agreement are repaid in full, including any interest and fees.

Any pre-assessed fee shall not be deemed security for this Loan and shall be returned by a credit entry to your Bank Account within three (3) business days of an effective rescission.

CHECK CONVERSION NOTIFICATION: When you provide a check as payment, you agree we can either use information from your check to make a one-time electronic withdrawal from your Bank Account or to process the payment as a check transaction. When we use information from your check to make a withdrawal from your Bank Account, funds may be withdrawn from your Bank Account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. For questions, please call our customer service phone number, (877) 836-1506.

RETURNED PAYMENT FEES; BORROWER BANK CHARGES: If any payment made by you on this Loan is not honored or cannot be processed for any reason, including not enough money in your Bank Account, you agree to pay us a fee of \$30.00 and you agree that we may recover court costs and reasonable attorney's fees incurred by us. If you have elected to repay this Loan via ACH debits to your Bank Account, for each returned payment, you authorize Lender and its agents and representatives to make a one-time withdrawal from your Bank Account to collect this fee. Your financial institution may also charge a fee if your Bank Account becomes overdrawn or if a payment is attempted against your Bank Account that would cause it to become overdrawn. You will not hold us or our agents, representatives, successors or assigns responsible for any such fee you must pay.

SECURITY: No security interest is taken or given in connection with this Loan.

REFINANCE POLICY: Subject to our credit policies, we will determine, in our sole discretion, whether your Loan may be refinanced.

DEFAULT: You will have broken your promise you made to us in this Agreement (each, a "Default") if: (a) you provide false or misleading information about yourself, your employment or your financial condition prior to entering into this Agreement, (b) you fail to make a payment in full by the applicable Payment Due Date or if your payment is returned to us for any reason, or (c) you file bankruptcy or become a debtor under U.S. federal bankruptcy laws.

CONSEQUENCES OF DEFAULT: Should you not do the things you agreed to under this Agreement, we may, at our option, do any one or more of the following things: (a) require you to immediately pay us everything you owe us under this Agreement; (b) if you have elected to repay this Loan via ACH debits to your Bank Account, withdraw money from your Bank Account that was not available when we tried to withdraw it at an earlier time; and (c) pursue all legally available means to collect what you owe us. By signing this Agreement you waive notice of default, dishonor, demand for payment, protest, presentment, and any other notices. Amounts you owe Lender includes the unpaid principal balance of this Loan, all unpaid accrued fees and interest (including unpaid interest owing on past due amounts), and any costs and fees Lender incurs in connection with this Agreement. In the event we declare all amounts owed under this Agreement immediately due because you did not pay us, then, if you have elected to repay this Loan via ACH debits to your Bank Account, you further authorize us and our agents and representatives to withdraw money from your Bank Account in the full amount due under this Agreement. By choosing to exercise any one of more of these remedies, we do not give up our right to use another way to

collect the money you owe us later. We may decide not to use any of the ways described above to get back the money that you owe us. If so, we do not give up our right to consider what you said you would do to make payment(s) and, if you fail to make those payment(s), we will consider you to be in Default. In any proceeding in which a Lender is a party in interest with respect to any transactions with Borrower under Tribal law, Lender's rights and remedies shall be granted based upon prima facie proof and entitlement based upon the terms of this Agreement and the payment and business records maintained by Lender in the ordinary course of business. Any claims or defenses whatsoever asserted by or on behalf of Borrower shall be subject to the dispute resolution process and jurisdiction agreed to in this Agreement.

CREDIT REPORTING: You agree that Lender may make inquiries concerning your credit history and standing, and may report information concerning your performance under this Agreement to credit reporting agencies. Late payments, missed payments or other defaults on your Loan may be reflected in your credit report.

CHANGE OF PRIMARY RESIDENCE: You agree to notify Lender of any change in your primary residence as soon as practicable, but no later than five (5) days after any change. You agree that the address provided on this Agreement will govern this Agreement until you have met all obligations under this Agreement and that any subsequent change in your primary residence will not affect the terms or enforceability of this Agreement.

CORRESPONDENCE WITH LENDER: General correspondence with Lender concerning this Loan, this Agreement or your relationship with Lender must be directed to Lender at the following address: Great Plains Lending, LLC, 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034. Communications related to the bankruptcy of the Borrower must be directed to Lender at the following address: Great Plains Lending, LLC, Attn: Bankruptcy Handling, 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034.

FORCE MAJEURE: Unavoidable delays as a result of inadvertent processing errors and/or "acts of God" may extend the time for the deposit of Loan proceeds and the processing of payments owing hereunder.

TRANSFER OF RIGHTS; HYPOTHECATION AND MAINTENANCE OF REGISTER: This instrument is non-negotiable in form but may be pledged as collateral security. If so pledged, any payment made to the payee, either of principal or of interest, upon the debt evidenced by this obligation, shall be considered and construed as a payment on this instrument, the same as though it were still in the possession and under the control of the payee named herein; and the pledgee holding this instrument as collateral security hereby makes said payee its agent to accept and receive payments hereon, either of principal or of interest.

You agree that we may assign or transfer this Agreement, or any of our rights hereunder, to any other person or entity without prior notice to or consent from you. Regardless of any transfer, this Agreement shall remain exclusively subject to Tribal Law and courts of the Otoe-Missouria Tribe. Great Plains Lending, LLC (the "Registrar"), acting solely for this purpose as your irrevocably appointed agent, shall maintain at an office located in the United States a copy of each assignment of this Agreement delivered to it and a register (the "Register") for the recordation of the names and addresses of the original owner, assignees, and persons holding participation interests in the Loan, and the amounts of principal and interest owing to each from time to time pursuant to the terms of this Loan. The Register may be in electronic form. The entries of the Register shall be conclusive, and you, the Registrar, the Lender and all of its assignees and participants shall treat each person whose name is recorded in the Register pursuant to these terms as the owner of such principal and interest payments for all purposes of this Agreement, notwithstanding notice to the contrary. The name of the owner in the Register shall be available to you by written request to the Registrar at any reasonable time and from time to time upon reasonable prior notice. The foregoing is intended to result in this Agreement being in "registered form" within the meaning of U.S. Treasury Regulations Section 1.871-14(c) and Sections 163(f), 871(h) and 881(c) of the Internal Revenue Code of 1986, as amended, and shall be interpreted and applied in a manner consistent therewith. Any fees and expenses of the Registrar for its services shall be charged to the registered owner of the loan and not to you.

SUCCESSORS AND ASSIGNS: This Agreement is binding upon your heirs and personal representatives in probate and upon anyone to whom you assign your assets or who succeeds you in any other way; provided, however, that you may not assign or transfer this Agreement except with Lender's prior written consent.

SERVICING COMMUNICATIONS AND COMMUNICATIONS AFTER DEFAULT: You authorize Lender and its authorized representatives to contact you according to your consent provided in your application or according to your account preferences, as modified by you after submitting your application. This may include (i) calling you during reasonable hours at any of the phone numbers listed on your most recent application (a) prior to each Payment Due Date to remind you of the payment due and (b) and for other matters related to your account, (ii) contacting you by text message or other wireless communication method on the mobile phone number listed on your application, (iii) leaving a message with a person or a voice mail service, and (iv) contacting you using autodialers or pre-recorded messages, including calls to your mobile phone.

ACH AUTHORIZATION
(applies only if (a) you select the electronic funding/payment option below or
(b) authorize recurring Debit Card payments)

This ACH Authorization is a part of and relates to this Agreement. You voluntarily authorize us, and our successors,

affiliates, agents, representatives, employees and assigns, to initiate automatic credit and debit entries to your Bank Account in accordance with this Agreement. You agree that we will initiate a credit entry to your Bank Account for the Amount Financed on or about the Disbursement Date. You agree that we will initiate a debit entry to your Bank Account on each Payment Due Date in the payment amount described in the Payment Schedule. For each scheduled payment, whenever a debit entry to your Bank Account is returned to us for any reason, we may initiate a debit entry to your Bank Account up to two additional times after our first attempt for each scheduled payment amount. You also agree that we will initiate a debit entry for any accrued returned payment fees and any interest that accrues on overdue amounts. If your payment is due on a non-business day, it will be processed on the next business day.

You agree that this ACH Authorization is for repayment of a consumer installment loan and that payments shall recur at substantially regular intervals as set forth in this Agreement. This ACH Authorization is to remain in full force and effect for this transaction until you pay your Loan, including any interest and fees, in full. You may revoke this ACH Authorization by contacting us directly or your financial institution. If you revoke your ACH Authorization, you agree to make payments to us by check, certified check or money order as set forth in the "Payments" section above. In no event will any revocation of this ACH Authorization be effective with respect to entries processed by us prior to us receiving such revocation.

You agree that we may obtain information about you and your Bank Account from your bank and/or consumer reporting agencies until all amounts owing pursuant to this Agreement are paid in full. If there is any missing or incorrect information in or with your application regarding your bank, bank routing number, or account number, then you authorize us to verify and correct such information.

Your bank may charge you a fee in connection with our credit and/or debit entries. Contact your financial institution for more information specific to your Bank Account.

This ACH Authorization is subject to the following provisions:

(1) *Right to stop payment and procedure for doing so* If you have told us in advance to make regular payments out of your Bank Account, you can stop any of these payments. Here's how: Call us at (877) 836-1506 or write us at 1050 East 2nd Street, Box 500, Edmond, Oklahoma 73034, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after your call.

(2) *Liability for failure to stop payment of preauthorized transfer* If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

(3) *Notice of varying amounts* You acknowledge that you will receive a notice at least 10 days before a payment is debited from your Bank Account if the payment we are going to debit from your Bank Account varies from the amount disclosed in the Schedule of Payments above. You have the right to receive notice of all varying amounts.

This ACH Authorization is a payment mechanism only and does not give us collection rights greater than those otherwise contained in this Agreement. This ACH Authorization does not constitute and is not intended to constitute a security interest under Tribal Law.

If you associate one or more debit cards with your account with Lender (each a "Debit Card") and authorize Lender to initiate recurring payments on your Loan using a Debit Card, the terms of the foregoing ACH Authorization will apply equally to recurring payments made by Debit Card.

ENTIRE AGREEMENT; SEVERABILITY. This Agreement, including the Waiver of Jury Trial and Arbitration Agreement, constitutes the entire agreement between Borrower and Lender, and it may not be contradicted by evidence of prior or contemporaneous oral agreements between them. If any provision of this Agreement is held unenforceable, including any provision of the Waiver of Jury Trial and Arbitration Agreement, the remainder of this Agreement shall remain in full force and effect.

GOVERNING LAW; NON-APPLICABILITY OF STATE LAW; INTERSTATE COMMERCE: This Agreement and the Agreement to Arbitrate are governed by Tribal Law and such federal law as is applicable under the Indian Commerce Clause of the Constitution of the United States of America. We do not have a presence in Oklahoma or any other state of the United States of America. Neither this Agreement nor the Lender is subject to the laws of any state of the United States. The Lender may choose to voluntarily use certain federal laws as guidelines for the provision of services. Such voluntary use does not represent acquiescence of the Otoe-Missouria Tribe to any federal law unless found expressly applicable to the operations of the Otoe-Missouria Tribe. You and we agree that the transaction represented by this Agreement involves interstate commerce for all purposes.

WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT

This Agreement includes the following binding Waiver of Jury Trial and Arbitration Agreement (the "Agreement to Arbitrate"). You may opt out of the Agreement to Arbitrate by following these instructions:

RIGHT TO OPT-OUT: IF YOU DO NOT AGREE TO ARBITRATE ALL DISPUTES (DEFINED BELOW) IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE AGREEMENT TO ARBITRATE, YOU MUST ADVISE US IN WRITING EITHER BY (A) MAILING A LETTER POSTMARKED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT, TO 1050 EAST 2ND STREET, BOX 500, EDMOND, OKLAHOMA 73034, OR (B) BY EMAIL DATED NO LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT TO SUPPORT@GREATPLAINSLENDING.COM. YOUR OPT-OUT CORRESPONDENCE MUST CLEARLY PRINT OR TYPE YOUR NAME AND ACCOUNT NUMBER OR SOCIAL SECURITY NUMBER AND STATE THAT YOU REJECT ARBITRATION. *YOUR REJECTION OF ARBITRATION WILL NOT BE EFFECTIVE IF IT IS NOT IN WRITING OR IF IS DATED LATER THAN 60 DAYS FOLLOWING THE ORIGINATION DATE SET FORTH AT THE TOP OF THIS AGREEMENT; IT IS NOT SUFFICIENT TO TELEPHONE US* IN THE EVENT YOU OPT OUT OF THE AGREEMENT TO ARBITRATE, ANY DISPUTES SHALL NONETHELESS BE GOVERNED UNDER TRIBAL LAW AND MUST BE BROUGHT WITHIN THE COURT SYSTEM OF THE OTOE-MISSOURIA TRIBE.

PLEASE CAREFULLY READ THIS AGREEMENT TO ARBITRATE. UNLESS YOU EXERCISE YOUR RIGHT TO OPT-OUT OF ARBITRATION AS DESCRIBED ABOVE, YOU AGREE THAT ANY DISPUTE YOU HAVE RELATED TO THIS AGREEMENT WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO HAVE A JURY, TO ENGAGE IN DISCOVERY (EXCEPT AS MAY BE PROVIDED IN THE ARBITRATION RULES), AND TO PARTICIPATE AS A REPRESENTATIVE OR MEMBER OF ANY CLASS OF CLAIMANTS OR IN ANY CONSOLIDATED ARBITRATION PROCEEDING OR AS A PRIVATE ATTORNEY GENERAL. OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT MAY ALSO BE UNAVAILABLE IN ARBITRATION.

AGREEMENT TO ARBITRATE: You and we (defined below) agree that any Dispute (defined below) will be resolved by Arbitration.

WHAT ARBITRATION IS: "Arbitration" is having an independent third-party resolve a Dispute. A "Dispute" is any claim or controversy of any kind between you and us or otherwise involving this Agreement or the Loan. The term Dispute is to be given its broadest possible meaning and includes, without limitation, all federal, state or Tribal Law claims or demands (whether past, present, or future), based on any legal or equitable theory and regardless of the type of relief sought (i.e., money, injunctive relief, or declaratory relief). A Dispute includes any issue concerning the validity, enforceability, or scope of this Agreement or this Agreement to Arbitrate.

For purposes of this Agreement to Arbitrate, (a) the terms "you" and "your" mean you, the borrower, and include your heirs, guardian, personal representative, or trustee in bankruptcy, and (b) the terms "we," "our," and "us" mean Lender, our agents servicers, assigns, vendors or any third-party, Lender's affiliated companies, the Tribe, Lender's servicing and collection companies, representatives and agents, and each of their respective agents, representatives, employees, officers, directors, members, managers, attorneys, successors, predecessors, and assigns.

HOW ARBITRATION WORKS: If a Dispute arises, the party asserting the claim or demand must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. A party who intends to seek arbitration must first send to the other, by email, a Notice of Dispute (Notice). You must send the Notice to Lender at support@greatplainslending.com. The Notice must (a) have the subject heading "Notice of Dispute;" (b) describe the nature and basis of the claim or dispute; and (c) set for the specific relief sought (Demand). If Lender and you do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, you or Lender may commence an arbitration proceeding. The party requesting arbitration must choose either of the following arbitration firms for initiating and pursuing arbitration: the International Institute for Conflict Prevention & Resolution ("CPR") or JAMS, The Resolution Experts ("JAMS"). If you claim you have a Dispute with us, but do not initiate arbitration or select an arbitration firm, we may do so. You may obtain copies of the current rules of each of the arbitration firms and forms and instructions for initiating arbitration by contacting them as follows:

International Institute for
Conflict Prevention & Resolution, Inc.
575 Lexington Ave, 21st Floor
New York, NY 10022
Website: <http://www.cpradr.org/>
Telephone: (212) 949-6490

JAMS, The Resolution Experts
1920 Main Street, Suite 300
Irvine, CA 92614
Website: <http://www.jamsadr.com/>
Telephone: (949) 224-1810 or
(800) 352-5267

The policies and procedures of the selected arbitration firm applicable to consumer transactions will apply provided such policies and procedures do not contradict this Agreement to Arbitrate or Tribal Law. To the extent the arbitration firm's rules or procedures are different than the terms of this Agreement to Arbitrate, the terms of this Agreement to Arbitrate will apply.

WHAT ARBITRATION COSTS: No matter which party initiates the arbitration, we will advance or reimburse filing fees

and other costs or fees of arbitration for all non-frivolous claims, provided each party will be initially responsible for its own attorneys' fees and related costs. Unless prohibited by Tribal Law, the arbitrator may award fees, costs, and reasonable attorneys' fees to the party who substantially prevails in the arbitration. If, after finding in your favor in any respect on the merits of your claim, the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected, then we will pay you the amount of the award or the loan amount plus any finance fees paid, whichever is greater. If you would be entitled to a larger amount under applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorneys' fees or costs.

LOCATION OF ARBITRATION: Any arbitration under this Agreement may be conducted either on Tribal land or within thirty (30) miles of your then current residence, at your choice, provided that this accommodation for you shall not be construed in any way (a) as a relinquishment or waiver of the sovereign status or immunity of the Tribe, (b) to allow for the application of any law other than Tribal Law, or (c) to constitute a transaction of business in any place other than the Indian country of the Tribe. Any party may participate in arbitration exclusively by telephonic or other electronic means.

WAIVER OF RIGHTS: BY ENTERING INTO THIS AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO (A) HAVE A JURY TRIAL TO RESOLVE DISPUTES, (B) HAVE A COURT RESOLVE DISPUTES, (C) PARTICIPATE IN A CLASS ACTION LAWSUIT, AND (D) HAVE ACCESS TO DISCOVERY AND OTHER PROCEDURES THAT ARE AVAILABLE IN A LAWSUIT.

The arbitrator has the ability to award all remedies available under Tribal Law, whether at law or in equity, to the prevailing party, except that you and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving individual Disputes. The arbitrator may award such remedies only in favor of the individual party seeking relief and only to the extent necessary to prove relief warranted by that party's individual claim. Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. The validity, effect, and enforceability of the waivers of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a Tribal court of competent jurisdiction and not by the CPR, JAMS, or an arbitrator. If the Tribal court refuses to enforce the class-wide arbitration waiver, the parties agree that the Dispute will proceed in Tribal court and will be decided by a Tribal court judge, sitting without a jury, under applicable Tribal court rules and procedures, and not as a class action lawsuit. As an integral component of accepting this Agreement, you irrevocably consent to the exclusive jurisdiction of the Tribal courts for purposes of this Agreement.

APPLICABLE LAW AND JUDICIAL REVIEW OF ARBITRATOR'S AWARD: THIS AGREEMENT TO ARBITRATE SHALL BE GOVERNED BY TRIBAL LAW. The arbitrator shall apply Tribal Law and the terms of this Agreement, including this Agreement to Arbitrate and the waivers included herein. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. The arbitrator shall make written findings and the arbitrator's award may be filed with a Tribal court. The arbitration award shall be supported by substantial evidence and must be consistent with this Agreement and Tribal Law, and if it is not, it may be set aside by a Tribal court upon judicial review. During the arbitration, the amount of any settlement offer made by us or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or we are entitled. The parties will have the right to judicial review in a Tribal court of (a) whether the findings of fact rendered by the arbitrator are supported by substantial evidence and (b) whether the conclusions of law are erroneous under Tribal Law. Judgment confirming an award in such a proceeding may be entered only if a Tribal court determines that the award is supported by substantial evidence and is not based on legal error under Tribal Law.

SURVIVAL: This Agreement to Arbitrate will survive: (1) the cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

PLEASE CAREFULLY REVIEW THIS AGREEMENT, WHICH INCLUDES A WAIVER OF JURY TRIAL AND ARBITRATION AGREEMENT THAT MAY BE ENFORCED BY YOU AND US. IF YOU HAVE QUESTIONS, PLEASE CONTACT CUSTOMER SERVICE AT (877) 836-1506.

By electronically signing this Agreement: You certify that all information you gave us in connection with your application and this Agreement is true and correct, and you authorize us to verify any information you provided. You give us consent to obtain information about you from one or more consumer reporting agencies and other sources. You acknowledge that: (a) you have read, understand, and agree to all of the terms and conditions of (i) this Agreement, including the truth-in-lending disclosures and the Waiver of Jury Trial and Arbitration Agreement, and (ii) Lender's Privacy Policy (<https://www.greatplainslending.com/faq/privacy-policy>) (b) this Agreement contains all of the terms of the agreement between you and us and that no representations or promises other than those contained in this Agreement have been made; (c) if you elect below to repay this Loan via ACH debits to your Bank Account, you specifically authorize withdrawals and deposits to and from your Bank Account as described in this Agreement; (d) you are not a debtor under any proceeding in

bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code; (e) this Agreement was filled in before you signed it; (f) you have the ability to print or retain a completed copy of this Agreement; and (g) we have not made the Loan contingent upon your obtaining any other product or service from us or anyone else. You further acknowledge that we may withhold funding of your Loan until (i) we confirm that you have made all payments on any previous loans with Lender, (ii) we verify that all information you gave us on your application is true and (iii) we decide whether you meet our requirements to receive the Loan.

By checking here and signing below, you understand, acknowledge and agree that Great Plains Lending, LLC is a tribal lending entity wholly owned by Otoe-Missouria Tribe of Indians, a federally recognized tribe. You further understand, acknowledge and agree that this Loan is governed by the laws of the Otoe-Missouria Tribe and is not subject to the provisions or protections of the laws of your home state or any other state. If you wish to have your resident state law apply to any loan that you take out, you should consider taking a loan from a licensed lender in your state.

Please review and select one of these funding/payment options:

ELECTRONIC (as soon as the next business day): By checking here and signing below, you agree to the ACH Authorization set forth in this Agreement, which allows us to debit and credit your Bank Account for this Loan. You acknowledge and agree that the ACH Authorization is for the benefit of Great Plains Lending, LLC, its affiliates, agents, representatives, employees, successors, and registered assigns. You acknowledge that you are not required to consent to receive funds or repay your Loan by ACH or other electronic payment method.

POSTAL MAIL (allow 7 to 10 days for delivery): By checking here and signing below, you request Loan proceeds be distributed to you by check and delivered by regular mail through the U.S. Postal Service. If you elect to receive your proceeds by mail, you must make payments as explained in the "Payments" section above. You acknowledge that interest begins accruing on the Effective Date set forth at the top of this Agreement.

Your Full Name:
Jill Darlene Novorot

Type 'I Agree':
I Agree

Date:
9/15/2015

Great Plains Lending, LLC

Ver. 24