


B1040 (FORM 1040) (12/15)

ADVERSARY PROCEEDING COVER SHEET (Instructions on Reverse)		ADVERSARY PROCEEDING NUMBER (Court Use Only)		
PLAINTIFFS Earl Browne, on behalf of himself and all individuals similarly situated,	DEFENDANTS Think Finance, LLC; Think Finance SPV, LLC; TC Administrative Services, LLC; Tailwind Marketing, LLC; TC Loan Services, LLC and TC Decision Sciences, LLC			
ATTORNEYS (Firm Name, Address, and Telephone No.) Kellett & Bartholow PLLC 11300 N. Central Expy, Suite 301 Dallas, TX 75243 214-696-9000	ATTORNEYS (If Known)			
PARTY (Check One Box Only) <input type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input checked="" type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee	PARTY (Check One Box Only) <input checked="" type="checkbox"/> Debtor <input type="checkbox"/> U.S. Trustee/Bankruptcy Admin <input type="checkbox"/> Creditor <input type="checkbox"/> Other <input type="checkbox"/> Trustee			
CAUSE OF ACTION (WRITE A BRIEF STATEMENT OF CAUSE OF ACTION, INCLUDING ALL U.S. STATUTES INVOLVED)				
1) Violations of RICO, 18 U.S.C. § 1962(c); 2) Violations of RICO, 18 U.S.C. § 1962(d); 3) Violation of California Usury Laws; 4) Violations of Cal. Bus. & Prof. Code § 17200; 5) Unjust Enrichment				
NATURE OF SUIT (Number up to five (5) boxes starting with lead cause of action as 1, first alternative cause as 2, second alternative cause as 3, etc.)				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column) </td> <td style="width: 50%; vertical-align: top; border: none;"> FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case) </td> </tr> </table>			FRBP 7001(1) – Recovery of Money/Property <input type="checkbox"/> 11-Recovery of money/property - §542 turnover of property <input type="checkbox"/> 12-Recovery of money/property - §547 preference <input type="checkbox"/> 13-Recovery of money/property - §548 fraudulent transfer <input checked="" type="checkbox"/> 14-Recovery of money/property - other FRBP 7001(2) – Validity, Priority or Extent of Lien <input type="checkbox"/> 21-Validity, priority or extent of lien or other interest in property FRBP 7001(3) – Approval of Sale of Property <input type="checkbox"/> 31-Approval of sale of property of estate and of a co-owner - §363(h) FRBP 7001(4) – Objection/Revocation of Discharge <input type="checkbox"/> 41-Objection / revocation of discharge - §727(c),(d),(e) FRBP 7001(5) – Revocation of Confirmation <input type="checkbox"/> 51-Revocation of confirmation FRBP 7001(6) – Dischargeability <input type="checkbox"/> 66-Dischargeability - §523(a)(1),(14),(14A) priority tax claims <input type="checkbox"/> 62-Dischargeability - §523(a)(2), false pretenses, false representation, actual fraud <input type="checkbox"/> 67-Dischargeability - §523(a)(4), fraud as fiduciary, embezzlement, larceny (continued next column)	FRBP 7001(6) – Dischargeability (continued) <input type="checkbox"/> 61-Dischargeability - §523(a)(5), domestic support <input type="checkbox"/> 68-Dischargeability - §523(a)(6), willful and malicious injury <input type="checkbox"/> 63-Dischargeability - §523(a)(8), student loan <input type="checkbox"/> 64-Dischargeability - §523(a)(15), divorce or separation obligation (other than domestic support) <input type="checkbox"/> 65-Dischargeability - other FRBP 7001(7) – Injunctive Relief <input type="checkbox"/> 71-Injunctive relief – imposition of stay <input type="checkbox"/> 72-Injunctive relief – other FRBP 7001(8) Subordination of Claim or Interest <input type="checkbox"/> 81-Subordination of claim or interest FRBP 7001(9) Declaratory Judgment <input type="checkbox"/> 91-Declaratory judgment FRBP 7001(10) Determination of Removed Action <input type="checkbox"/> 01-Determination of removed claim or cause Other <input type="checkbox"/> SS-SIPA Case – 15 U.S.C. §§78aaa <i>et seq.</i> <input type="checkbox"/> 02-Other (e.g. other actions that would have been brought in state court if unrelated to bankruptcy case)
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<input type="checkbox"/> Check if this case involves a substantive issue of state law	<input checked="" type="checkbox"/> Check if this is asserted to be a class action under FRCP 23			
<input checked="" type="checkbox"/> Check if a jury trial is demanded in complaint	Demand \$			
Other Relief Sought				

B1040 (FORM 1040) (12/15)

BANKRUPTCY CASE IN WHICH THIS ADVERSARY PROCEEDING ARISES		
NAME OF DEBTOR Think Finance, LLC		BANKRUPTCY CASE NO. 17-33964
DISTRICT IN WHICH CASE IS PENDING Northern District of Texas	DIVISION OFFICE Dallas	NAME OF JUDGE Hale
RELATED ADVERSARY PROCEEDING (IF ANY)		
PLAINTIFF	DEFENDANT	ADVERSARY PROCEEDING NO.
DISTRICT IN WHICH ADVERSARY IS PENDING	DIVISION OFFICE	NAME OF JUDGE
SIGNATURE OF ATTORNEY (OR PLAINTIFF) 		
DATE 12/21/2017	PRINT NAME OF ATTORNEY (OR PLAINTIFF) Theodore O. Bartholow III ("Thad")	

INSTRUCTIONS

The filing of a bankruptcy case creates an "estate" under the jurisdiction of the bankruptcy court which consists of all of the property of the debtor, wherever that property is located. Because the bankruptcy estate is so extensive and the jurisdiction of the court so broad, there may be lawsuits over the property or property rights of the estate. There also may be lawsuits concerning the debtor's discharge. If such a lawsuit is filed in a bankruptcy court, it is called an adversary proceeding.

A party filing an adversary proceeding must also must complete and file Form 1040, the Adversary Proceeding Cover Sheet, unless the party files the adversary proceeding electronically through the court's Case Management/Electronic Case Filing system (CM/ECF). (CM/ECF captures the information on Form 1040 as part of the filing process.) When completed, the cover sheet summarizes basic information on the adversary proceeding. The clerk of court needs the information to process the adversary proceeding and prepare required statistical reports on court activity.

The cover sheet and the information contained on it do not replace or supplement the filing and service of pleadings or other papers as required by law, the Bankruptcy Rules, or the local rules of court. The cover sheet, which is largely self-explanatory, must be completed by the plaintiff's attorney (or by the plaintiff if the plaintiff is not represented by an attorney). A separate cover sheet must be submitted to the clerk for each complaint filed.

Plaintiffs and Defendants. Give the names of the plaintiffs and defendants exactly as they appear on the complaint.

Attorneys. Give the names and addresses of the attorneys, if known.

Party. Check the most appropriate box in the first column for the plaintiffs and the second column for the defendants.

Demand. Enter the dollar amount being demanded in the complaint.

Signature. This cover sheet must be signed by the attorney of record in the box on the second page of the form. If the plaintiff is represented by a law firm, a member of the firm must sign. If the plaintiff is pro se, that is, not represented by an attorney, the plaintiff must sign.

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Counsel for Plaintiff

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE NORTHERN DISTRICT OF TEXAS
 DALLAS DIVISION**

IN RE:	:	CHAPTER 11
	:	
THINK FINANCE, LLC, ET AL.,	:	CASE NO. 17-33964(HDH)
	:	
DEBTORS	:	(Jointly Administered)
EARL BROWNE, <i>on behalf of himself</i> <i>and all individuals similarly situated,</i>	:	
	:	
	:	
	:	
	:	Adversary Proceeding No. ____
Plaintiff,	:	
v.	:	
	:	
THINK FINANCE, LLC; THINK FINANCE SPV, LLC; TC ADMINISTRATIVE SERVICES, LLC; TAILWIND MARKETING, LLC; TC LOAN SERVICES, LLC; and TC DECISION SCIENCES, LLC,	:	
	:	
	:	
Defendants.	:	

CLASS ACTION COMPLAINT

Plaintiff, Earl Browne, *on behalf of himself and all individuals similarly situated*, by counsel, file this class action adversary proceeding against Defendants/Debtors Think Finance, LLC, Think Finance SPV, LLC, TC Administrative Services, LLC, Tailwind Marketing, LLC, TC

Loan Services, LLC, and TC Decision Sciences, LLC (collectively “Defendants”). In support thereof, Plaintiff alleges as follows:

INTRODUCTION

1. Most states have usury and licensing laws that limit the amount of interest that a lender can charge on a loan. To evade usury and licensing 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. *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. This case involves a rent-a-tribe enterprise established and operated by Defendants. After federal regulators shut down its rent-a-bank arrangement with First Bank of Delaware (“FBD”), Think Finance established rent-a-tribe enterprises with the Chippewa Cree Tribe and Otoe-Missouria Tribe (collectively the “Tribes”). Beginning in 2011, Defendants made high-interest loans to consumers in the name of Plain Green, LLC (“Plain Green”), and Great Plains, LLC (“Great Plains”)—the tribal entities that served as fronts to disguise Defendants’ role and to ostensibly shield the scheme from liability. Although Plain Green and Great Plains were held out as the actual lenders of these internet loans, the Tribes had minimal involvement in the day-to-day operations and received a nominal percentage of the revenues from the loans. On the other hand,

Defendants received the majority of the profits; provided the infrastructure to market, fund, and collect the loans; and controlled the tribal entities' bank accounts.

3. Because of their comforts with the rent-a-structure, Defendants made loans in California with annual percentage rates in excess of 400%—more than 40 times the 10% interest-rate cap in Article XV of California's Constitution. Cal. Const. Art. XV § 1. 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.

4. Based on Defendants' conduct, Plaintiff alleges violations of the Racketeer Influenced and Corrupt Organizations Act ("RICO"), 18 U.S.C. §§ 1961-1968, which prohibits the "collection of unlawful debt." Defendants acted in concert and conspired with each other to repeatedly violate California's lending statutes—resulting in the collection of an unlawful debt from Plaintiff and the class members. Defendants are "persons" as defined in 18 U.S.C. § 1961(3), and the usurious debts they sought to collect and did collect are "unlawful debts" under 18 U.S.C. § 1961(6). Defendants' acts described herein are unlawful as set forth in 18 U.S.C. § 1962.

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

6. Plaintiff also brings a class claim pursuant to California's unfair competition laws, Cal. Bus. & Prof. Code § 17200, *et seq.*, which prohibits unlawful, unfair, *or* deceptive business

practices. Cal. Bus. & Prof. Code § 17200. This is exactly what occurred in this case—Defendants were restricted from making their high-interest loan products in California. Rather than complying with California’s interest-rate caps, Defendants attempted to circumvent the laws through a sham relationship with the Tribes. As part of this unfair practice, Defendants falsely and fraudulently represented, among other things, that the tribal entities were “wholly owned” and “operated” by the Tribes. Accordingly, Defendants violated California’s unfair competition laws—entitling Plaintiff and the class members to their damages and equitable relief. Cal. Bus. & Prof. Code § 17203.

JURISDICTION

7. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 1334(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

8. This matter is a core proceeding within the meaning of 28 U.S.C. § 157(b)(2)(A), (B), (E), (H), (J), and (O). Pursuant to Fed. R. Bankr. P. 7008(a), Plaintiff states that to the extent the Court determines that any portion of this complaint is non-core, Plaintiff consents to the entry of final orders or judgment in this adversary proceeding by the bankruptcy judge if it is determined that the bankruptcy judge, absent consent of the parties, cannot enter final orders or judgment consistent with Article III of the United States Constitution. Further, to the extent that any court determines that the Bankruptcy Court does not have the authority to enter a final judgment on any cause of action set forth herein, Plaintiff requests that the Bankruptcy Court issue a report and recommendation for a judgment to the United States District Court for the Northern District of Texas on any such cause of action.

PARTIES

9. Plaintiff Earl Browne is a natural person and resident of California.

10. Think Finance, LLC (“Think Finance”) is a limited liability company with a principal place of business at 5080 Spectrum Drive, Suite 700 West Addison, TX 75001. Although the Tribes held themselves out as the actual lender of the internet loans, Think Finance ran the day-to-day operations of the lending enterprises described herein.

11. Think Finance SPV, LLC (“Think Finance SPV”) is a limited liability company formed under the laws of Delaware with a principal place of business at 5080 Spectrum Drive, Suite 700 West Addison, TX 75001-3232. Think Finance created Think Finance SPV as the special purpose vehicle to acquire shares of GPL Servicing, Ltd. (“GPLS”)—“the fund created 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).

12. TC Administrative Services, LLC (“TC Administrative”) is a Delaware corporation with a principal place of business at 5080 Spectrum Drive, Suite 700 West Addison, TX 75001-3232. As explained below, TC Administrative participated in the enterprise as an administrative service provider and, more importantly, as the entity who received Think Finance’s share of the profits of the scheme. Pursuant to the parties’ agreements, TC Administrative Services received the net income generated from the enterprises after accounting for the fixed return of 18-20% allocated to the investors who funded the scheme.

13. Tailwind Marketing, LLC (“Tailwind”) is a limited liability company with a principal place of business at 5080 Spectrum Drive, Suite 700 West Addison, TX 75001-3232. As explained below, Tailwind participated in the enterprise as the marketing and technology arm of the enterprise.

14. Defendant TC Decision Sciences, LLC (“TC Decision Sciences”), is a Delaware corporation with a principal place of business at 5080 Spectrum Drive, Suite 700 West Addison, TX 75001-3232. As explained below, TC Decision Sciences participated in the enterprise as the website operator and software administrator for the rent-a-tribe enterprises. TC Decision Sciences also provided risk management, *i.e.*, it performed analysis to help predict payment risk and developed the lending criteria to ensure the profitability of the rent-a-tribe scheme.

15. TC Loan Services, LLC (“TC Loan Services”) is a limited liability with a principal place of business at 5080 Spectrum Drive, Suite 700 West Addison, TX 75001-3232. TC Loan Services participated in the enterprise as the controlling member of Tailwind. TC Loan Services was created to further insulate Defendants from liability by adding an extra layer of corporate protection.

STATEMENT OF FACTS

A. Overview of tribal lending.

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

17. Over the past ten years, payday lending has become “one of the fastest growing segments of the consumer credit industry,” and as of 2005 “there were more payday-loan stores in the United States than McDonald’s, Burger King, Sears, J.C. Penney, and Target stores combined.” Martin & Schwartz, *supra* at 759 (quoting Karen E. Francis, Note, *Rollover, Rollover: A Behavioral Law and Economics Analysis of the Payday Loan Industry*, 88 Tex. L. Rev. 611, 611-12 (2010)).

18. It is no secret that “internet payday lenders have a weak history of complying with state laws.” *Id.* at 764. Prior to the rent-a-tribe business model, some payday lenders, including Think Finance, entered into partnerships with national banks to avoid compliance with state law. *See, e.g.,* Jean Ann Fox & Edmund Mlerzwinski, *Consumer Fed’n of Am. & U.S. Pub. Interest Research Grp., Rent-a-Bank Payday Lending: How Banks Help Payday Lenders Evade State Consumer Protection* at 17-22 (2001), available at <http://www.consumerfed.org/pdfs/paydayreport.pdf>.

19. Beginning in 2005, the Federal Deposit and Insurance Corporation began cracking down on rent-a-bank arrangements, and they were nearly eliminated by 2010—largely by the assessment of penalties and fines against the banks. *See, e.g.,* Creola Johnson, *America's First Consumer Financial Watchdog Is on A Leash: Can the CFPB Use Its Authority to Declare Payday-Loan Practices Unfair, Abusive, and Deceptive?*, 61 Cath. U. L. Rev. 381, 399 n. 16 (2012).

20. In response to the crackdown on rent-a-bank arrangement, several payday lenders reincarnated the lending model through associations with Native American tribes to avoid state laws. *Id.*; *see also* Martin & Schwartz, *supra* at 1.

21. Under the rent-a-tribe model, “online payday lenders register businesses on Native American lands and claim to be exempt from lawsuits and state usury caps under tribal sovereign immunity. Using this doctrine, lenders argue that because their businesses are located on or headquartered within the borders of a Native American reservation, they are bound by the laws of that reservation only, not the laws of the state in which the reservation is located or the state in which the borrower resides.” *Id.*

B. Overview of Defendants' role in the enterprises.

22. RICO defines an “enterprise” as “any individual, partnership, corporation, association, or other legal entity, and any union or group of individuals *associated in fact* although not a legal entity.” 18 U.S.C. § 1691(4) (emphasis added).

23. The Supreme Court has held that an association-in-fact enterprise is “a group of persons associated together for a common purpose of engaging in a course of conduct.” *United States v. Turkette*, 452 U.S. 576, 583 (1981).

24. Defendants, Haynes Investments, Victory Park, the Chippewa Cree Tribe, the Otoe-Missouria Tribe, Plain Green, and Great Plains worked together for the common purpose of making and collecting the usurious loans.

25. Prior to the formation of Plain Green and Great Plains, a nearly identical venture existed where loans were originated through First Bank of Delaware (“FBD”), but it served as nothing more than a nominal lender on behalf of Defendants. (Ex. 1, May 1, 2009 Universal Fund Investor Overview).

26. After the FDIC shut down Defendants’ arrangement with FBD—ordering it to terminate its relationship with “all third-party lending programs”¹—Think Finance’s chief executive officer, Kenneth Rees, sent a letter to the Chippewa Cree Tribe proposing that they participate in a similar arrangement with his company.²

¹ See, e.g., *In the Matter of First National Bank*, Case No. FDIC-07-256b, Order to Cease and Desist, Order for Restitution, and Order to Pay (Oct. 9, 2008), available at <https://www.fdic.gov/bank/individual/enforcement/2008-10-03.pdf>.

² See, e.g., Ben Walsh, *Outlawed By The States, Payday Lenders Take Refuge on Reservations*, Huffington Post (June 29, 2015, updated Sept. 8, 2015), http://www.huffingtonpost.com/2015/06/29/online-payday-lenders-reservations_n_7625006.html (last visited Dec. 15, 2017).

27. Like the rent-a-bank format, the loans would be originated in the name of the tribe, but the tribe would serve as nothing more than a nominal lender.

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

29. As part of this transaction, Think Finance agreed “to license its software to the Tribe pursuant to a software license agreement acceptable to the parties” and to also “provide risk management, application processing, underwriting assistance, payment processing, and ongoing customer service support coterminous with the software license agreement.” (Ex. 2 at p. 1).

30. On the other hand, the Chippewa Cree Tribe agreed to commit “its best efforts” to complete certain “critical path items” within 14 days, including establishing Plain Green, revising the Tribal Transaction Code to allow for the arrangement’s lending products, setting up bank accounts and ACH processing for Plain Green, and obtaining separate originating and servicing addresses for Plain Green. (Ex. 2 at p. 3).

31. As compensation for serving as the front, the Chippewa Cree Tribe was paid 4.5% of the revenue received on the loans, reimbursed all expenses, and was advanced \$50,000. (Ex. 2 at p. 2).³

³ Although Plain Green received 4.5% of the revenue on paper, these funds were diverted to tribal leaders such as Neal Paul Rosette and Billi Anne Morsette, the former “chief executive officers” of Plain Green who were sent to prison for accepting bribes in exchange for facilitating the award of tribal contracts and for helping another tribal member siphon over \$55,000 in tribal monies, which were laundered through the predecessor company of Plain Green. The United States Attorney’s 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, the Montana Attorney General’s office uncovered that Rosette, Morsette, and James Eastlick, Jr., each received \$400,000 from a consulting company, Ideal Consulting, LLC, involved in the Plain Green operation. *Id.* In other words, the Chippewa Cree Tribe actually received far less than the 4.5% allocated to it under the agreement.

32. On or around January 12, 2011, Think Finance pitched a similar rent-a-tribe arrangement to the Otoe-Missouria Tribe. (Ex. 3, Jan. 12, 2011 Great Plains Lending Meeting).

33. This presentation provided an overview of Think Finance's consumer finance products (Ex. 3 at TF-VA000918), the underwriting chain of command for the loans (Ex. 3 at TF-VA000921), the marketing strategy for the loans (Ex. 3 at TF-VA000922), the lending structure, and key contractual agreements, including a loan purchase agreement where GPLS would purchase loans originated by Great Plains within two days (Ex. 3 at TF-VA000923-924).

34. Great Plains did not exist prior to this meeting, and, as part of Think Finance's presentation, the next steps were "[c]reate tribal entity—Great Plains Lending, LLC," "setup tribal bank account at FBD," "review/approve consumer legal documents," and "[r]eview/sign contractual agreements." (Ex. 3 at TF-VA000927).

35. Like Plain Green, Great Plains also received a nominal amount of the revenue generated by the loans and did not need to invest any capital or resources to the operations.

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

37. Similarly, through a credit agreement with Think Finance (not Plain Green or the Chippewa Cree Tribe), Haynes Investments provided the initial \$2 million used to fund the illegal loans in the name of Plain Green. (Ex. 5, Mar. 2011 Credit Agreement).

38. Additionally, Defendants dictated the major policies of each of the tribal entities.

39. For example, Defendants controlled the application requirements, application processing timelines, the application rejection rules, when to resell loans, pricing and loan amounts, the states where loans would be offered, funding options, payment rules, and waiving of fees. (Ex. 6, Aug. 7, 2012 Loan Product Functionality, at TF-VA022202-22231).

40. Defendants also controlled the interest-rates that would be offered to consumers. (Ex. 6 at TF-VA022229-22230).

41. In short, although Plain Green and Great Plains held themselves out as the actual lenders of these internet payday loans, Defendants were the *de facto* owners and controlled the operations of the Plain Green and Great Plains.

42. Defendants also received the majority of the profits generated by the scheme other than: (1) the nominal percentage returned to the Tribes for the use of their name and (2) the flat-fee repaid to Victory Park and Haynes Investments for providing the capital to fund the loans.

43. Each of Defendants played an integral role for returning as much money as possible to Think Finance.

44. For example, TC Administrative participated in the enterprise as an administrative service provider and, more importantly, as the pass through entity who received Think Finance's share of the profits of the scheme. (Ex. 3 at TF-VA045853).

45. TC Administrative Services received the "net income" from the enterprises after accounting for the fixed return of 18-20% allocated to Victory Park for providing the capital to fund the loans through GPLS.

46. Pursuant to a servicing agreements, TC Decision Sciences participated in the enterprises as the website operator and software administrator for Plain Green and Great Plains.

47. As part of this role, TC Decision Sciences also handled customer service responsibilities, such as communications with consumers under the guise of Great Plains.

48. TC Decision Sciences received \$55 for each loan funded, as well \$5 a month for each active account with Plain Green and Great Plains. (Ex. 3 at TF-VA045853).

49. Tailwind Marketing handled the online and other advertisements for Great Plains. Tailwind Marketing also handled the lead generation used to identify and solicit potential consumers.⁴

50. Tailwind received \$100 for every borrower provided to Plain Green and Great Plains. Tailwind's flat-fee was deducted from the nominal amount of the proceeds allocated to Plain Green and Great Plains. (Ex. 3 at TF-VA045853; Ex. 4 at ¶ 6).

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

51. Defendants, together with Haynes Investments, Victory Park, the Chippewa Cree Tribe, the Otoe-Missouria Tribe, Plain Green, Great Plains, and other members of the enterprise not yet known to Plaintiff, marketed, initiated, and collected usurious loans in California.

52. 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.

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

54. 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.

⁴ In order to find potential customers, internet lenders pay companies known as "lead generators," which are businesses that collect information on potential consumers to solicit for high-interest 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. Lead generators pay high fees to several sources, such as consumer reporting agencies, to acquire borrower information to determine whether a consumer has ever applied or received an internet loan or whether a consumer may be in need or qualify for an additional loan. *Id.*

55. 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.

56. Plaintiff 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.

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

58. Upon information and belief, Defendants collected more than \$100 million dollars from California consumer pursuant to these illegal loans within the past four years.⁵

59. Pursuant to Cal. Civ. Code § 1916-3, Plaintiff 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.

60. Defendants’ conduct also violated California’s unfair competition laws, Cal. Bus. & Prof. Code § 17200, *et seq.*, which prohibits unlawful, unfair, *or* deceptive business practices. Cal. Bus. & Prof. Code § 17200.

61. As explained above, Defendants engaged in unlawful, unfair, and deceptive business practices through the sham relationship with the Tribes in order to make high-interest loans to consumers throughout the country, including California.

62. Rather than complying with California’s interest-rate caps, Defendants established and operated the deceptive scheme outlined above in violation of California’s unfair competition laws.

⁵ Plaintiff provides this estimate based on the \$69.4 million collected from Virginia consumers—a state with 21% of the population of California.

63. Defendants' conduct also violated § 1962(c) of RICO, which prohibits the "collection of unlawful debt." 18 U.S.C. § 1962(c).

64. 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).

65. 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.

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

COUNT ONE:
VIOLATIONS OF RICO, 18 U.S.C. § 1962(c)
(CLASS CLAIM AGAINST ALL DEFENDANTS)

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

68. Pursuant to Rule 7023 of the Federal Rules of Bankruptcy Procedure, Plaintiff brings this action for himself and on behalf of a class initially defined as:

All California residents who executed a loan with Plain Green or Great Plains where the loan was originated and/or any payment was made.

Plaintiff is a member of this class.

69. **Numerosity.** Fed. R. Civ. P 23(a)(1). As reflected by the profits generated by Defendants, Plaintiff alleges that the class members are so numerous that joinder of all is impractical. 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.

70. **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 common questions predominate over the questions affecting only individual class members. The common questions include: (1) whether Defendants, Haynes Investments, Victory Park, the Chippewa Cree Tribe, the Otoe-Missouria Tribe, Plain Green, and Great Plain constitute an “enterprise” under RICO; (2) whether Defendants conducted the affairs or participated in the enterprise’s affairs; (3) whether the loans violated Cal. Const. Art. XV § 1 because the interest rates were too high; and (4) what is the proper recovery for Plaintiff and the class members against each of Defendants.

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

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

73. **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 presented by 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.

74. **Injunctive Relief Appropriate for the Class. Fed. R. Civ. P. 23(b)(2).** Class certification is appropriate because Defendants acted on grounds generally applicable to the class, making appropriate injunctive relief with respect to Plaintiff and the class members. Plaintiff and the putative class seek an injunction ordering Defendants to divest themselves of any interest in the enterprise (including the receipt of any proceeds arising from the unlawful collection of debt) prohibiting Defendants from continuing to engage in the enterprise or selling the outstanding balances on the loans to any third parties.

75. As alleged above, Defendants were associated with an enterprise engaged in the unlawful collection of debt.

76. As alleged above, Defendants participated in and conducted the affairs of the enterprise, which repeatedly violated § 1962(c) of RICO through the “collection of unlawful debt.” 18 U.S.C. § 1962(c).

77. RICO defines “unlawful debt” as a debt which 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).

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

79. This conduct began as early as 2011, continues to date, and will be repeated again and again in the future to the detriment of California consumers.

80. Plaintiff and the class members were injured when they repaid the unlawful debts arising from Defendants’ violations of 18 U.S.C. § 1962(c).

81. Accordingly, Defendants are jointly and severally liable to Plaintiff and the putative class members for their actual damages, treble damages, costs, and attorney’s fees pursuant to 18 U.S.C. § 1964(c).

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

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

83. Pursuant to Rule 7023 of the Federal Rules of Bankruptcy Procedure, Plaintiff brings this action for himself and on behalf of a class, initially defined as:

All California residents who executed a loan with Plain Green or Great Plains where the loan was originated and/or any payment was made.

Plaintiff is a member of this class.

84. **Numerosity. Fed. R. Civ. P. 23(a)(1).** Upon information and belief, Plaintiff alleges that the class members are so numerous that joinder of all is impractical. 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.

85. **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 common questions predominate over the questions affecting only individual class members. The common questions include: (1) whether Defendants, Haynes Investments, Victory Park, the Chippewa Cree Tribe, the Otoe-Missouria Tribe, Plain Green, and Great Plain constitute an “enterprise” under RICO; (2) whether Defendants conducted the affairs or participated in the enterprise’s affairs; (3) whether the loans violated Cal. Const. Art. XV § 1 because the interest rates were too high; and (4) what is the proper recovery for Plaintiff and the class members against each of Defendants.

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

87. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate representative of the putative class because his interests coincide with, and are not antagonistic to, the interests of the members of the class that Plaintiff seeks to represent. Plaintiff has retained counsel competent and experienced in such litigation, and they intend to continue to prosecute the action vigorously. Plaintiff and his counsel will fairly and adequately protect the interests of the

members of the class. Neither Plaintiff nor his counsel have any interests that might cause them to not vigorously pursue this action.

88. **Injunctive Relief Appropriate for the Class.** Fed. R. Civ. P. 23(b)(2). Class certification is appropriate because Defendants acted on grounds generally applicable to the class, making appropriate injunctive relief with respect to Plaintiff and the class members. Plaintiff and the putative class seek an injunction ordering Defendants to divest themselves of any interest in the enterprise, including the receipt of any proceeds arising from the unlawful collection of debt; prohibiting Defendants from continuing to engage in the enterprise or selling the outstanding balances on the loans to any third parties.

89. As alleged above, Defendants, along with other participants not yet known to Plaintiff, violated § 1962(d) of RICO by entering into a series of agreements to violate § 1962(c), including: (1) the Term Sheet between the Chippewa Cree Tribe, Think Finance, GPLS, and Haynes Investments; (2) the Credit Agreement between Think Finance and Haynes Investments; (3) the marketing agreements between Tailwind, Plain Green, and Great Plains; and (4) the servicing agreements between TC Decision Sciences, Plain Green, and Great Plains.

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

COUNT THREE:
VIOLATIONS OF CALIFORNIA USURY LAWS
(CLASS CLAIM AGAINST ALL DEFENDANTS)

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

92. Pursuant to Rule 7023 of the Federal Rules of Bankruptcy Procedure, Plaintiff brings this action for himself and on behalf of a class initially defined as follows:

California Usury Class: All California residents who made a payment on any loan with Plain Green or Great Plains on or before December 21, 2015.

California Treble Damages Subclass: All California residents who made a payment on any loan with Plain Green or Great Plains on or after December 21, 2016.

Plaintiff is a member of the California Usury Class and Treble Damages Subclass.

93. **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.

94. **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 the loans made to California consumers violated Art. XV § 1 of California's Constitution because their interest levels were too high; (2) whether Plaintiff may recover from Defendants the amounts paid on the loans; and (3) what is the proper recovery for Plaintiff and the class members against each Defendant.

95. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of the claims of each putative class member. In addition, Plaintiff is 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.

96. **Adequacy of Representation. Fed. R. Civ. P. 23(a)(4).** Plaintiff is an adequate representative of the putative class because his interests coincide with, and are not antagonistic to, the interests of the members of the class that Plaintiff seeks to represent. Plaintiff has retained

counsel competent and experienced in such litigation, and they intend to continue to prosecute the action vigorously. Plaintiff and his counsel will fairly and adequately protect the interests of the members of the class. Neither Plaintiff nor his counsel have any interests that might cause them to not vigorously pursue this action.

97. **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.

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

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

100. Accordingly, Plaintiff 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.

COUNT FOUR:
VIOLATIONS OF CAL. BUS. & PROF. CODE § 17200
(CLASS CLAIM AGAINST ALL DEFENDANTS)

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

102. Pursuant to Rule 7023 of the Federal Rules of Bankruptcy Procedure, Plaintiff brings this action for himself and on behalf of a class initially defined as follows:

All California residents who entered into a loan agreement in the name of Plain Green and/or Great Plains.

Restitution Subclass: All California residents who made a payment on any loan with Plain Green or Great Plains.

Plaintiff is a member of the class and subclass.

103. **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.

104. **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 the loans made to California consumers violated Art. XV § 1 of California's Constitution because their interest levels were too high; (2) whether the rent-a-tribe venture was unlawful, unfair, or deceptive under California's unfair competition laws; (3) whether Plaintiff may recover from Defendants the amounts paid on the loans; and (4) what is the proper recovery for Plaintiff and the class members against each Defendant.

105. **Typicality. Fed. R. Civ. P. 23(a)(3).** Plaintiff's claims are typical of the claims of each putative class member. In addition, Plaintiff is 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.

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

107. **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.

108. As explained above, Defendants engaged in unlawful, unfair, and deceptive business practices through the sham relationship with the Tribes in order to make high-interest loans to consumers throughout the country, including California.

109. Defendants' conduct also violated California's unfair competition laws, Cal. Bus. & Prof. Code § 17200, *et seq.*, which prohibits unlawful, unfair, *or* deceptive business practices. Cal. Bus. & Prof. Code § 17200.

110. Accordingly, Plaintiff and the class members are entitled to recover all interest paid on the loans in excess of 10%, as well as an injunction prohibiting any future collection of the loans. Cal. Bus. & Prof. Code § 17203.

COUNT FIVE:
UNJUST ENRICHMENT
(CLASS CLAIM AGAINST ALL DEFENDANTS)

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

112. Pursuant to Rule 7023 of the Federal Rules of Bankruptcy Procedure, Plaintiff brings this claim for himself 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.

Plaintiff is a members of the unjust enrichment class.

113. **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.

114. **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 Plaintiff 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 Plaintiff and the class members against each of Defendants.

115. **Typicality.** Fed. R. Civ. P. 23(a)(3). Plaintiff's claims are typical of the claims of each putative class member. In addition, Plaintiff is 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.

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

117. **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.

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

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

120. Accordingly, on behalf of himself and all other California consumers similarly situated, Plaintiff seeks to recover from Defendants, jointly and severally, all amounts repaid on any loans with Plain Green and Great Plains.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff requests the Court enter judgment for himself and the class he seeks to represent against Defendants, including for:

- A. Certification of this matter to proceed as a class action;
- B. Declaratory and injunctive relief as pled herein;
- C. Compensatory relief in an amount as pled herein;
- D. Treble damages pursuant to 18 U.S.C. § 1964(c) and Cal. Civ. Code § 1916-3;
- E. Attorney's fees, litigation expenses, and costs of suit; and

F. Any further relief the Court deems proper.

TRIAL BY JURY IS DEMANDED

Respectfully submitted,
PLAINTIFFS

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Counsel for Plaintiff

EXHIBIT 1



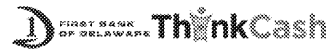
Agenda



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

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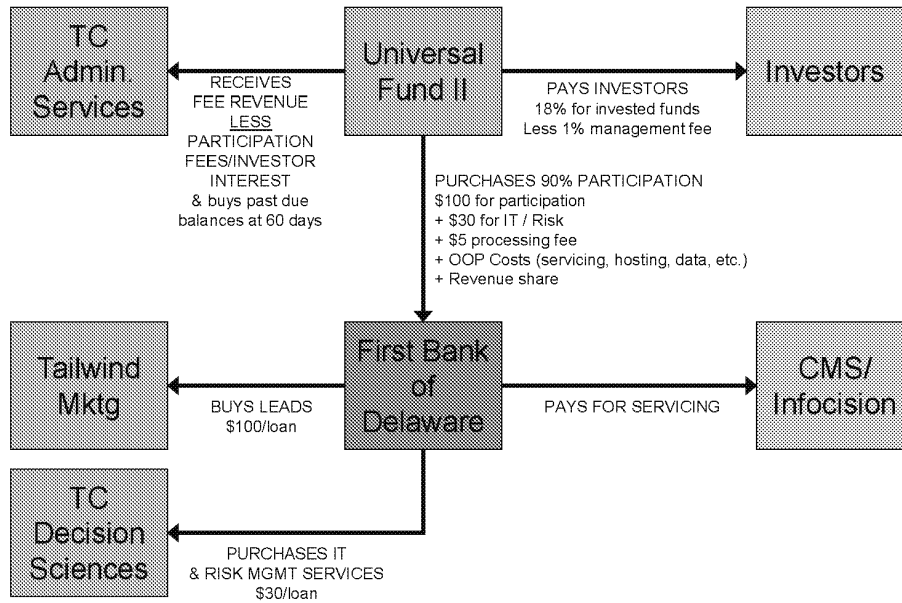


The Universal Fund Pays 17% Net Return to Investors and Purchases High-Yielding Short-Term Debt

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

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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OF DELAWARE **thinkCash**

Universal Fund Payment Waterfall

Revenues = 220% APR

Less Payments (in order of priority):

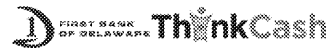
1. Loan Losses (absorbed by Admin Agent) = 110%
2. Payments to FBD (net particip. fees and revenue share) = 10%
3. Interest Payments to Investors = 17%
4. Management Fee = 1%
5. Investor Interest Reserve = 10%

Excess = Cash Flow (Servicing Income) to Admin Agent

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

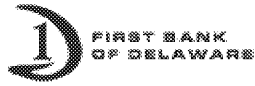
5

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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

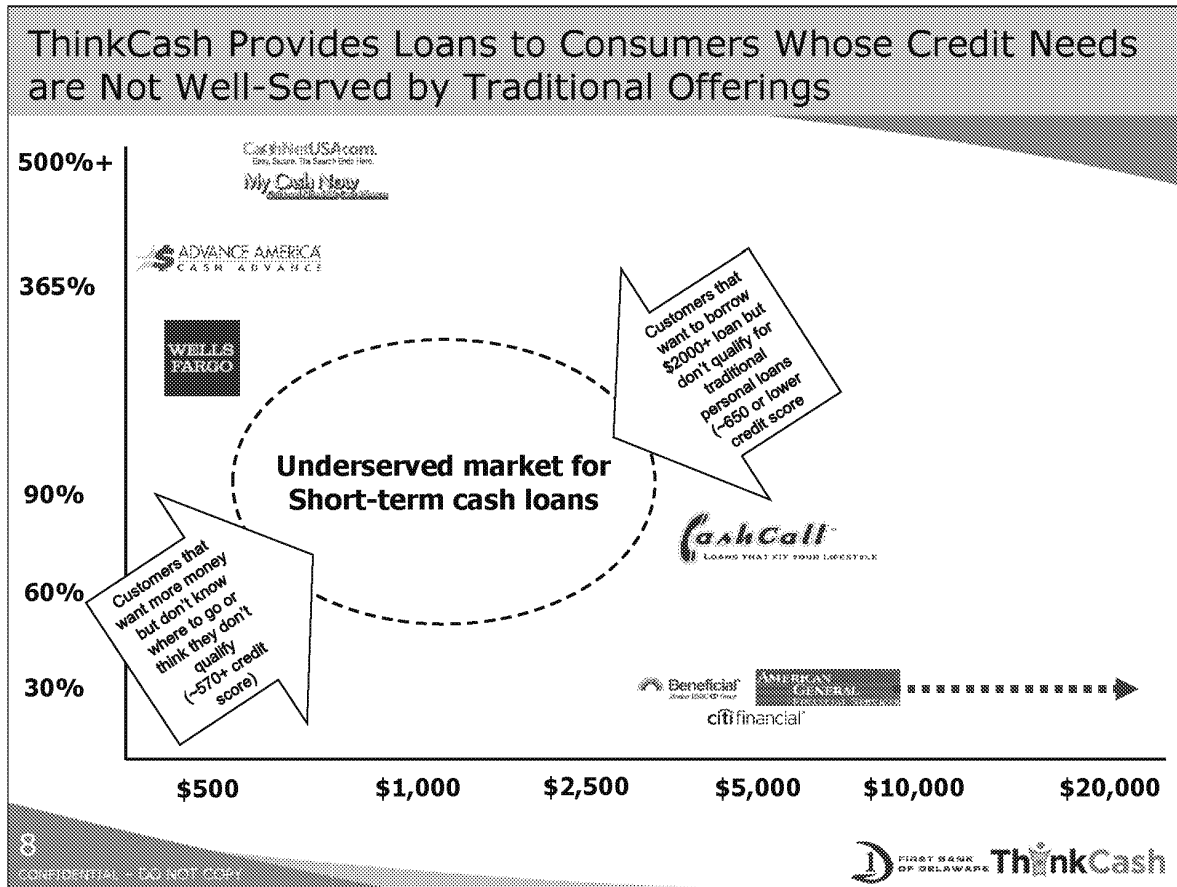
Universal Fund II

- 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?



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

ThinkCash

[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 is 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 section and click "Apply Now"

First Name:

Middle Name:

Last Name:

E-mail Address:

Confirm E-mail:

State of Residence:

Promo Code or Referral ID: (optional)



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FIRST BANK OF DELAWARE

ThinkCash

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

The screenshot displays the First Bank of Delaware website. At the top, the bank's logo and name are visible. Below this is a navigation bar with links for HOME, CONTACT US, MY ACCOUNT, and NEW CUSTOMER SIGN UP. The main content area features a large image of a smiling family (a man, a woman, and two children). To the right of the image is a 'Returning Customer Log In' section with input fields for 'Email Address' and 'Password', a checkbox for 'Remember My Email Address', a 'Log In' button, and a link for 'Forgot your Password?'. Below the family image, there is a heading 'Need extra cash to avoid bounced checks and pay bills?' followed by a paragraph of text: '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 logo is next to the 'ThinkCash' logo.

FIRST BANK OF DELAWARE

HOME CONTACT US MY ACCOUNT NEW CUSTOMER SIGN UP

Returning Customer Log In

Email Address
Password

☐ Remember My Email Address

Log In

Forgot your Password?

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.

HACKER SAFE
TESTED DAILY 15-MAY

VeriSign
Secured

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FIRST BANK OF DELAWARE ThinkCash

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%

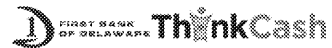
* Note - sample represents \$20 per every \$100 lent assumes customer rolls over loan throughout a 12 month period

Total Interest \$1,300.08

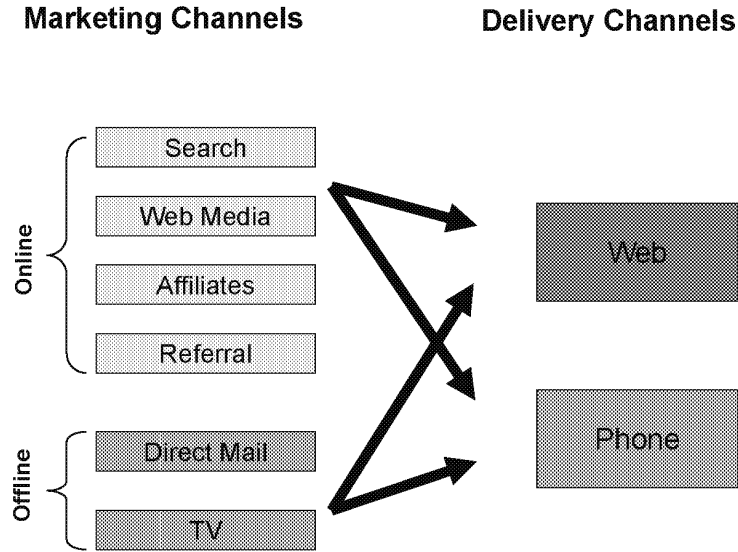
Total Interest \$3,600.00

12

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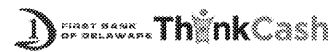
ThinkCash Is Marketed Via Both On-Line and Offline Channels



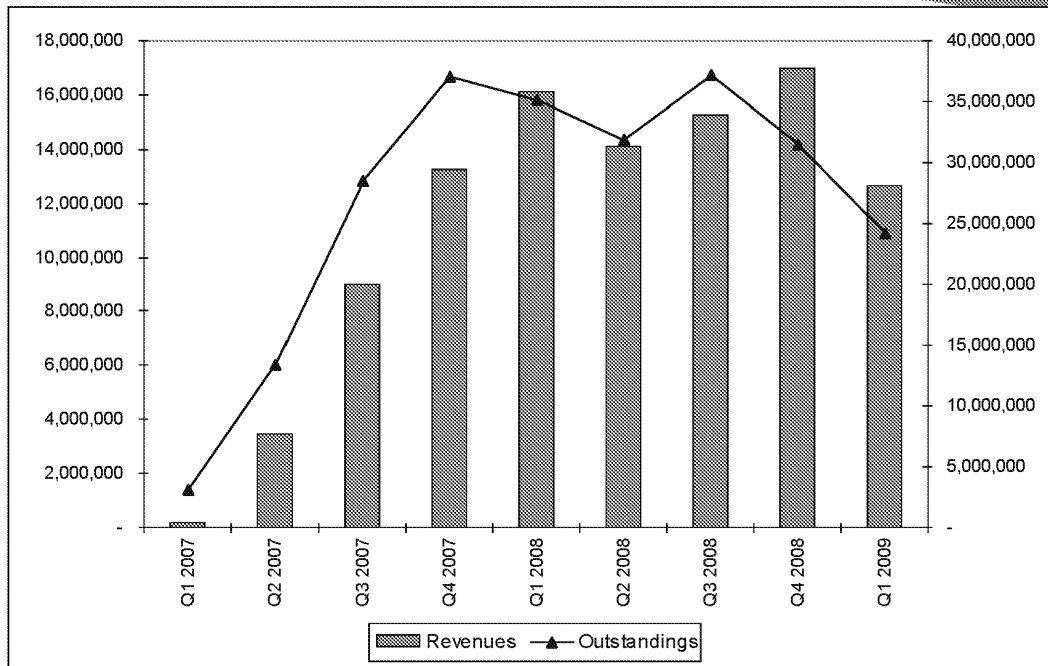
The Primary Driver of Volume is Search Engine Marketing

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Significant Growth in Revenue and Outstandings Since Inception...



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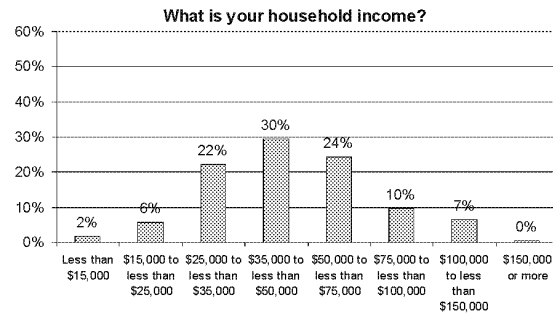
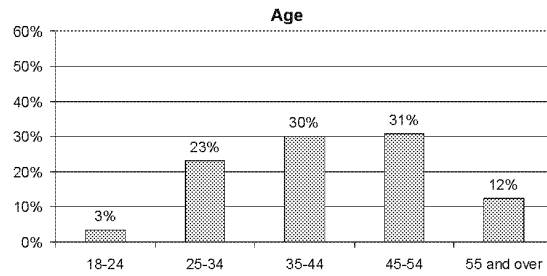
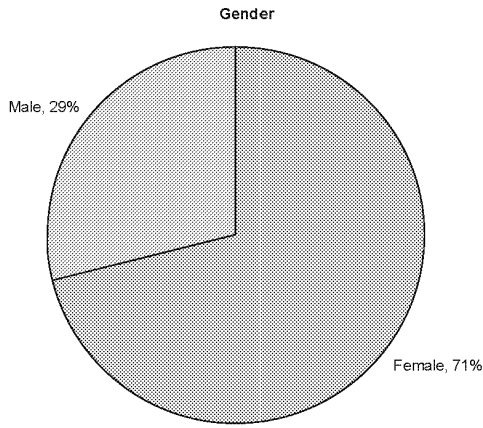
...And Over \$100MM in Loans Have Been Originated Since Inception

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

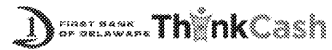
ThinkCash Customer Demographics



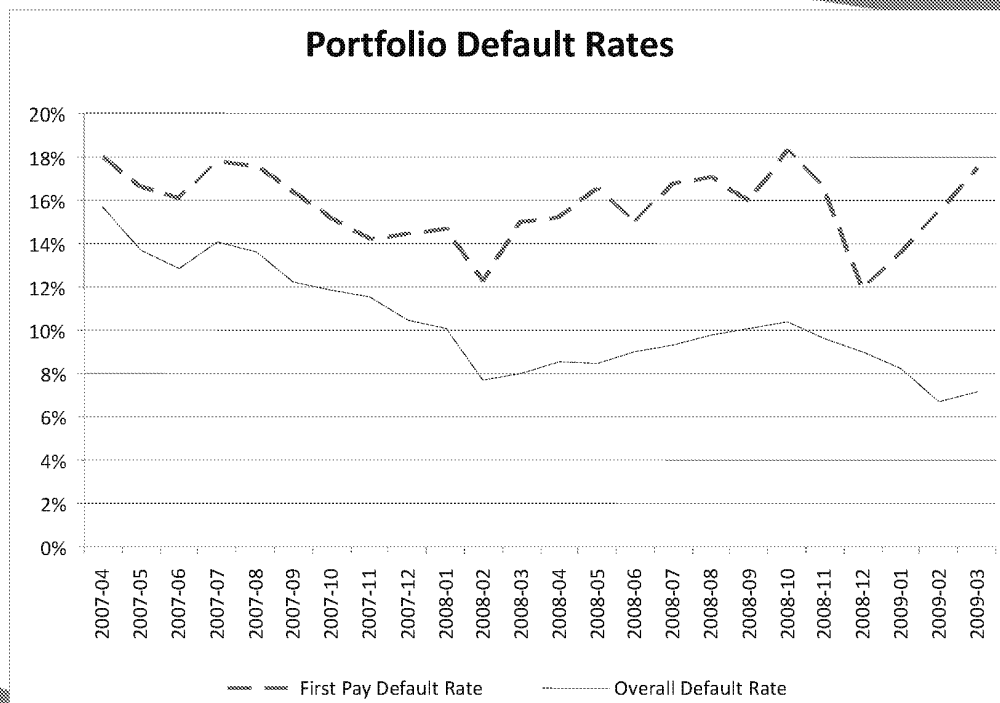
* Based on survey of 4,000 customers

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Loan Portfolio Performance Has Continued to Improve Since Inception

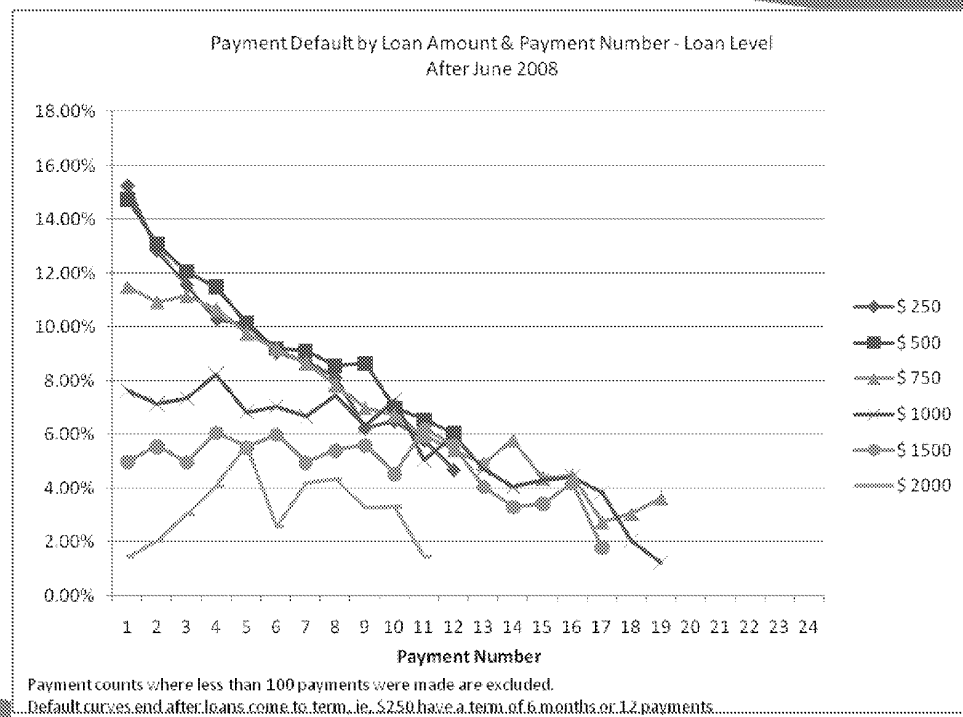


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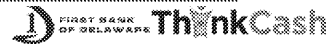


Payment Default Rates Drop Over Time and Have Not Shown Signs of Erosion Due to the Economy

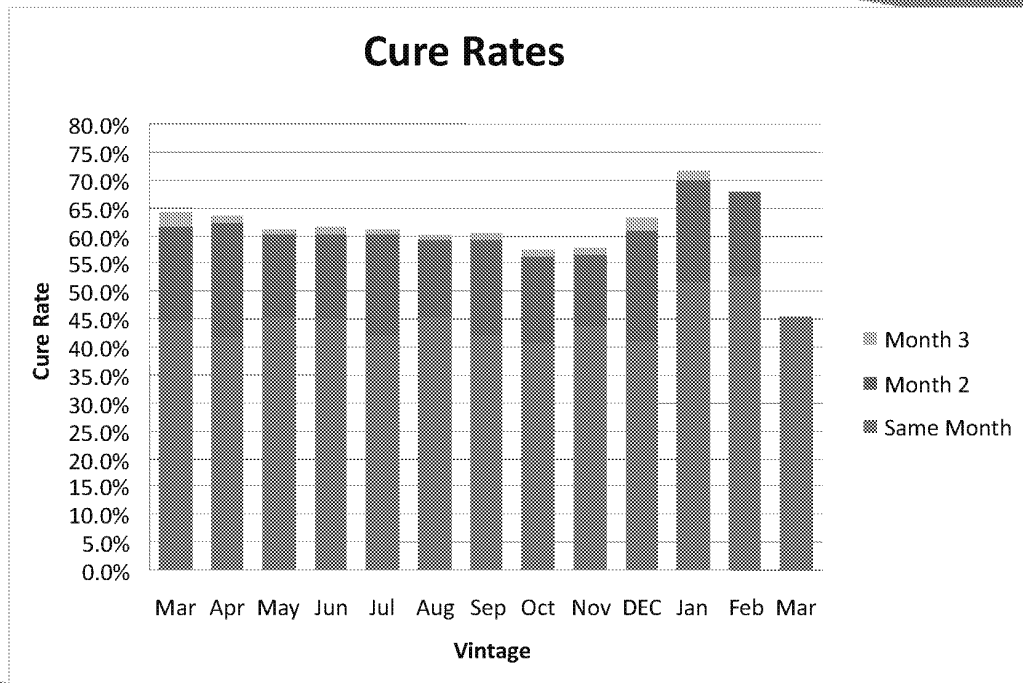


18

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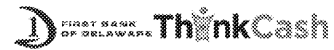


Collections and Cure Rates Have Also Remained Strong



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Agenda

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

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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

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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

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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: _____

THINK FINANCE, INC.

By: _____

HAYNES INVESTMENTS, INC., its successors and assigns

By: _____

GPL SERVICING LTD., a Cayman Islands company

By: _____

Dated: March 11, 2011

EXHIBIT 3



Great Plains Lending Meeting

January 12, 2011

Agenda



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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GreatPlainsLending

How it Works | Loan Offer & Terms | My account | Contact Us

Already a customer? [Log in](#)

How Our Loans Work

1. Complete our easy and secure application
2. Get an answer in seconds
3. See cash in your account as soon as tomorrow

Need a loan?

First Name

Last Name

Address

City

State

Zip

Phone

[Apply Now >](#)

Getting a Great Plains loan is as easy as 123

- 1. Complete our easy & secure application**
 With our simple and secure online application, it's safe, fast, flexible and convenient.
- 2. Get an answer in seconds***
 No waiting, no explanation. Much faster than your approval loan request to a traditional lender.
- 3. See cash in your account as soon as tomorrow!**
 If your loan is approved, we will deposit your loan funds as early as the next business day. Your request is completed by 5 p.m. ET.

Get a cash advance loan from Great Plains Lending is better than a payday loan

Loan amounts are larger
 Unfortunately, low \$ payday loans are limited to \$500 - that's why we offer loan amounts up to \$1,000 for your loan request and up to \$1,000 for up to \$1,000 in cash.

Interest rates are typically lower
 The interest on our loans is typically significantly less than the fees you'd pay on a payday loan. Most importantly, we have flexible eligibility for larger loans, so you qualify for much better interest rates.

Pay over time
 With a Great Plains loan, you can pay your loan back over time with 12 weekly payments. As an example, with a \$1,000 loan, you can pay it back over 12 weeks. As an example, with a \$1,000 loan, you can pay it back over 12 weeks. As an example, with a \$1,000 loan, you can pay it back over 12 weeks.

[FAQs](#) | [About Us](#) | [Financial Tips](#) | [Security](#) | [Privacy Policy](#) | [Disclaimers](#) | [Site Map](#)

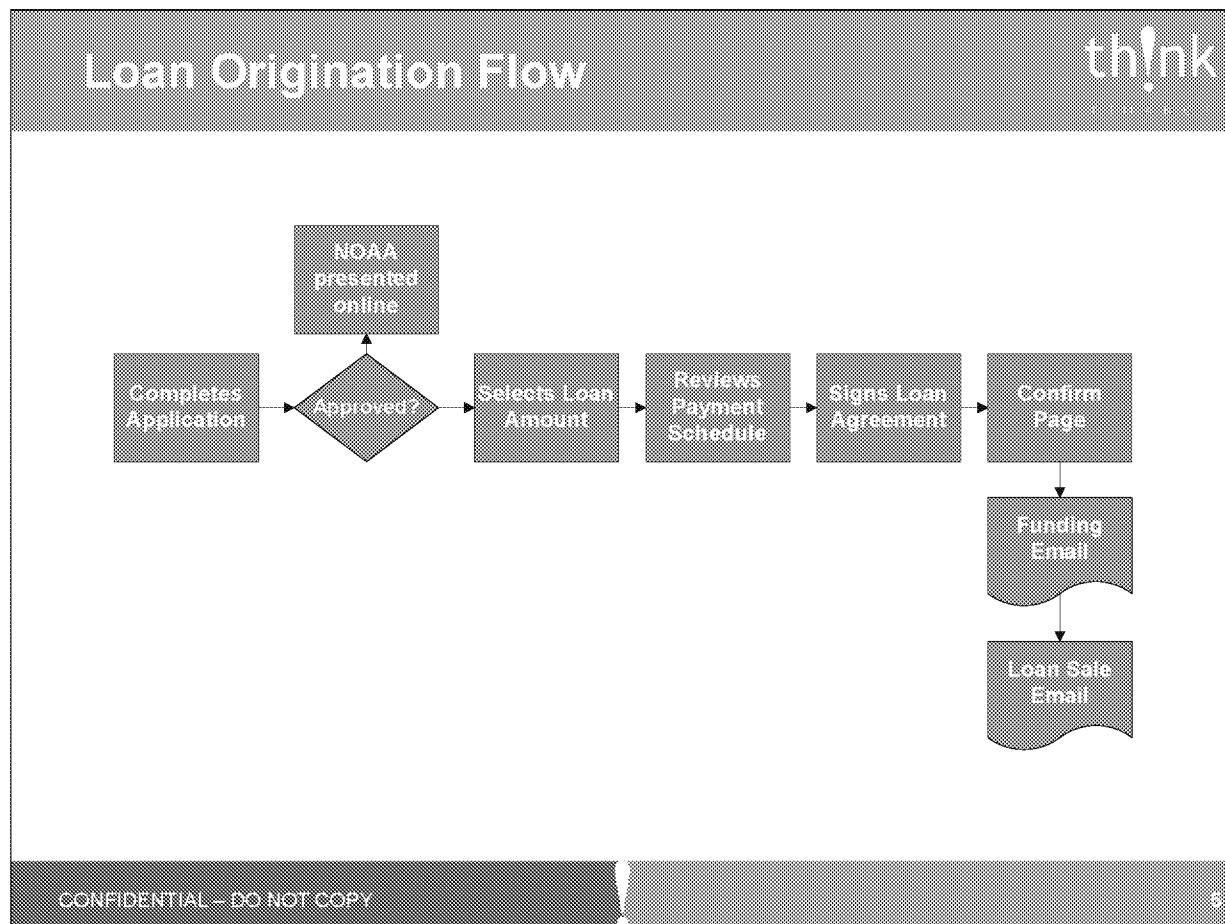
©2017 Great Plains Lending. All Rights Reserved.

*Great Plains Lending, LLC is a new lender operating within the boundaries of the Ohio Missouri Reclamation & coverage nation located within the United States of America. Applications processed and approved before 5 p.m. ET are typically funded the next business day. In some cases, we may not be able to verify your application information and may ask you to provide certain documents. Maximum loan amount for credit loan is \$1,000.00. Refer to [Loan Cost & Terms](#) for additional details. Complete disclosures of APR, fees and payment terms are provided within the Loan Agreement.

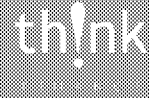
Please note: This is an expensive form of credit. Great Plains Loans are designed to help you and your small business borrowing needs. Repayment emergencies might be a car repair, medical care for you or your family, or travel expenses or expenses with your job. This service is not intended to provide a solution for long-term credit or other financial needs. Depending on your loan amount and term, no prepayment penalty. For example, a \$1,000 loan at 12.99% would usually have 12 bi-weekly payments.

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Underwriting Change Control



TF Decision Sciences Formally Recommends Changes

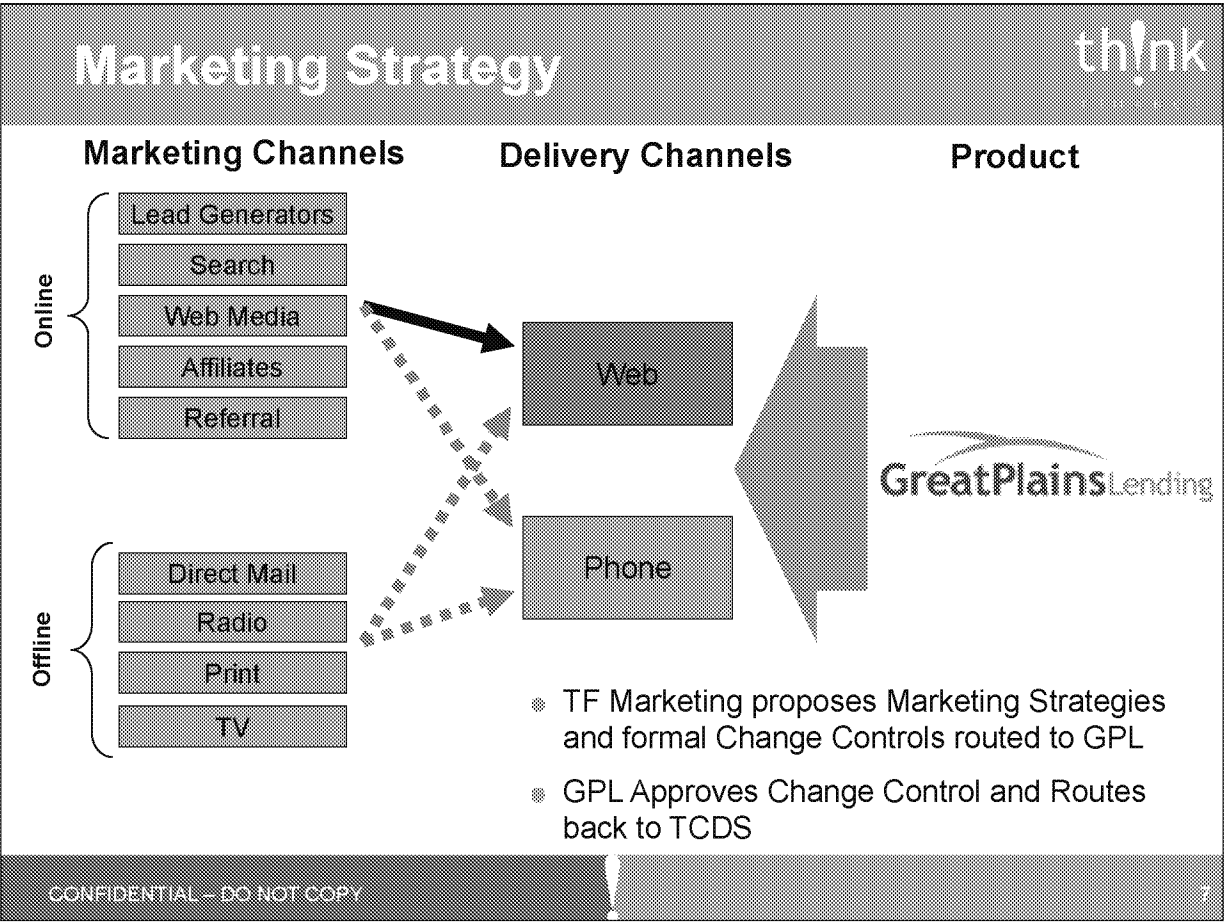
- Change Control Routed to GPL

GPL Approves/Modifies Change Control and Routes back to TFDS

GPL & TFDS Implements Changes and Stores All Change Control Documentation

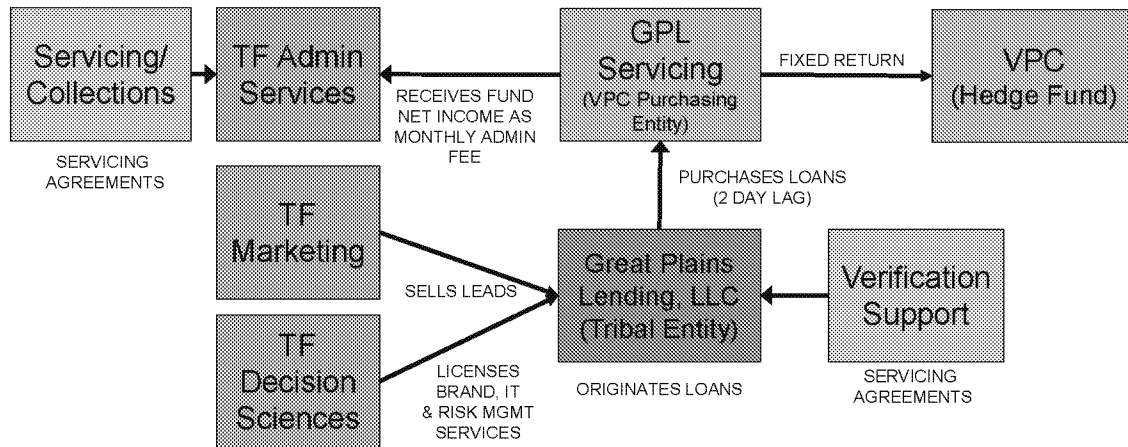
Decision Engine Tracks Audit Trail of All Changes

- GPL Has Decision Engine Read Access At All Times



Great Plains Lending Structure

think
FINANCIAL

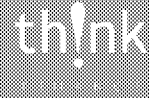


All new customer loans made by Great Plains Lending, LLC and sold to GPL Servicing for servicing via www.greatplainslending.com website

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Key Contractual Agreements



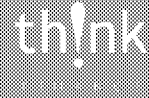
Great Plains Lending, LLC (Tribal Entity)

- 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)

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ACH and Settlement



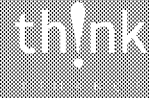
Outbound ACH (credits/funding and any related returns or rescinds) will be from Great Plains Lending, LLC (Tribal Entity)

- 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



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

EXHIBIT 4

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

Overview

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

1. GPLS, Ltd ("GPLS", a Cayman Islands entity) will deposit \$1 million into the bank account that Great Plains Lending, Inc ("GP Lending", a tribal entity) has at First Bank of Delaware ("FBD"). This amount is referred to as the Deposit Account in the Loan Purchase Agreement and is meant to provide a reserve against revenue due from GPLS. However, it will cover 2-3 days of loan originations. The amount of money in the Deposit Account will be adjusted as needed as the loan portfolio grows. Since there is only one bank account set up for GP Lending at FBD, all funds in the account will be co-mingled.
2. GP Lending will begin to originate loans on a daily basis. The loans will fund out of their FBD bank account to customer bank accounts via nightly ACH processing.
3. Two days after loans are funded to customers, GP Lending will sell those loans at book value (excluding loans to Delaware customers) to GPLS, which will deposit money into the GP Lending bank account at FBD (for the amount of the loans purchased that day). The proceeds from selling the loans will then be used by GP Lending to originate additional loans.
4. GPLS will process customer payments on loans via ACH each day. Those payments will be deposited into the GPLS bank account at FBD. GPLS also received certain payments by mail and credit card which are also ultimately deposited into the GPLS bank account at FBD.
5. Each month end a reconciliation of all cash revenue from the originated loans will be performed by GPLS. Revenue sharing will be remitted according to the contracts whereby 6% (initially) of cash revenue collected will be paid from GPLS to GP Lending and 4% (initially) of cash revenues collected will be paid by TC Decision Sciences to Sentinel Resources. The revenue share percentages will change as the portfolio grows according to the figures in the Loan Purchase Agreement and the Consulting Agreement. The revenue share payments will be deposited into the GP Lending account at FBD within 10 days of month end.
6. 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 30 days from month end and will be paid within 10 days of receipt by GPLS from GP Lending. All payments in and out of GP Lending will be made into and out of the GP Lending bank account at FBD.
7. Other out of pocket expenses (data costs, dedicated headcount, etc) will be reimbursed by GPLS within 10 days of receipt by GP Lending into the GP Lending bank account at FBD.

EXHIBIT 5

CREDIT AGREEMENT

THIS CREDIT AGREEMENT is made as of the 18th day of March, 2011, by and between **HAYNES INVESTMENTS, INC.**, a Texas corporation (the “**Borrower**”), and **THINK FINANCE, INC.**, a Delaware corporation (the “**Lender**”).

RECITALS

A. The Borrower has requested that the Lender provide a revolving line of credit to the Borrower in a principal amount up to \$2,000,000 (the “**Credit Facility**”). Each initially capitalized term used in these Recitals shall have the meaning set forth in Section 1.1.

B. The Credit Facility will be used by the Borrower for the funding of a certain installment loan program.

C. The Lender is willing to make available the Credit Facility upon the terms and conditions hereinafter set forth.

D. **NOW, THEREFORE**, the parties hereto, in consideration of the mutual covenants and agreements hereinafter set forth and intending to be legally bound hereby, covenant and agree, under seal, as follows:

ARTICLE 1

DEFINITIONS

In addition to words and terms defined in the Recitals or elsewhere in this Agreement, the following terms shall have the meanings provided below:

“**Agreement**” means this Credit Agreement, including all schedules and exhibits hereto, as the same may be amended, replaced or supplemented from time to time.

“**Business Day**” means any day that is neither a Saturday or Sunday nor a legal holiday on which commercial banks are authorized or required to be closed in the State of Delaware.

“**Closing Date**” means the date of this Agreement.

“**Financial Statements**” means the consolidated balance sheet and statements of income and cash flows prepared in accordance with generally accepted accounting principles in effect from time to time (“GAAP”) applied on a consistent basis (subject in the case of interim statements to normal year-end adjustments).

“**Loan Documents**” means this Agreement, and all other documents, instruments, certificates and agreements now or hereafter executed in connection with the Credit Facility, as the same may be amended, replaced, or supplemented from time to time.

ARTICLE 2

CREDIT FACILITY AND SECURITY INTEREST; LOAN DOCUMENTS

2.1. Credit Facility. Subject to the terms and conditions hereinafter set forth, the Lender agrees to make the Credit Facility available to the Borrower. The Lender and the Borrower acknowledge and agree that the Lender will disburse the proceeds of the Credit Facility for the funding of a certain installment loan program, with all such disbursements to be made in accordance with the terms and subject to the conditions set forth in this Agreement.

2.2. Advances. The Borrower may request advances, repay and request additional advances hereunder until the Expiration Date, subject to the terms and conditions hereof and the Loan Documents (as hereinafter defined). The “**Expiration Date**” shall mean a date three (3) years from the date hereof (“**Initial Term**”), subject to automatic renewal for subsequent one (1) year periods (“**Renewal Term**”) unless either party provides written notice of termination to the other party at least (90) calendar days prior to the expiration of the Initial Term or Renewal Term, or on the date of termination of the Participation Agreement, dated March __, 2011, by and between GPL Servicing Ltd., a Cayman Islands company and 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, or any agreement set forth in Section 16(b)(iii) thereof. The Borrower acknowledges and agrees that in no event will the Lender be under any obligation to extend or renew the Credit Facility beyond the Expiration Date. The Borrower may request advances (each a “**Request for Advance**”) under the Credit Facility upon giving written notice to the Lender by 11:00 a.m. Eastern Standard Time three (3) Business Days prior to the proposed advance; provided, that the initial advance under the Credit Facility may be made upon the Closing Date. The aggregate unpaid principal amount of advances under the Credit Facility shall not exceed the principal amount listed in the Recitals to this Agreement.

2.3. Rate of Interest. Each advance outstanding hereunder will bear interest at [5]% per annum. Interest hereunder will be calculated based on the actual number of days that principal is outstanding over a year of 360 days. In no event will the rate of interest hereunder exceed the maximum rate allowed by law.

2.4. Advance Procedures. A Request for Advance shall be made in accordance with the terms hereunder. The Borrower hereby indemnifies and holds the Lender harmless from and against any and all damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees and expenses) which may arise or be created by the acceptance of such telephone requests or making such advances. The Lender will enter on its books and records, which entry when made will be presumed correct, the date and amount of each advance, the interest rate and interest period applicable thereto, as well as the date and amount of each payment.

2.5. Payment Terms. The Borrower shall pay in full to Lender all outstanding principal and accrued and unpaid interest under the Credit Facility on the Expiration Date.

If any payment hereunder shall become due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day and such extension of time shall be included in computing interest in connection with such payment. Payments received will be applied to charges, fees and expenses (including attorneys’ fees), accrued interest and principal in any order the Lender may choose, in its sole discretion.

2.6. Late Payments; Default Rate. If the Borrower fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of this Agreement within five (5) calendar days of the date due and payable, the Borrower also shall pay to the Lender a late charge equal to five percent (5%) of the amount of such payment (the “**Late Charge**”). Such five (5) day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Lender’s option upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, each advance on the Credit Facility outstanding under this Agreement shall bear interest at a rate per annum (based on the actual number of days that principal is outstanding over a year of 360 days) which shall be five percentage points (5%) in excess of the interest rate in effect as set forth in Section 2.3 of this Agreement, but not more than the maximum rate allowed by law (the “**Default Rate**”). The Default Rate shall continue to apply whether or not judgment shall be entered against the Borrower on this Agreement. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purpose of defraying the Lender’s expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Lender’s exercise of any rights and remedies hereunder, under the other Loan Documents or under applicable law, and any fees and expenses of any agents or attorneys which the Lender may employ. In addition, the Default Rate reflects the increased credit risk to the Lender of carrying a loan that is in default. The Borrower agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Lender, and that the actual harm incurred by the Lender cannot be estimated with certainty and without difficulty.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

The Borrower hereby represents and warrants to the Lender as follows, which representations and warranties shall be automatically recertified to the Lender with each disbursement of an advance on the Credit Facility:

3.1. Existence, Power and Authority. Borrower is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and has the power and authority to own and operate its assets and to conduct its business as now or proposed to be carried on, and is duly qualified, licensed and in good standing to do business in all jurisdictions where its ownership of property or the nature of its business requires such qualification or licensing. The Borrower is duly authorized to execute and deliver the Loan Documents, all necessary action to authorize the execution and delivery of the Loan Documents has been properly taken, and the Borrower is and will continue to be duly authorized to borrow under this Agreement and to perform all of the other terms and provisions of the Loan Documents.

3.2. Binding Obligations. The Borrower has full power and authority to enter into the transactions provided for in this Agreement and has been duly authorized to do so by appropriate action of its authorizing body or otherwise as may be required by law, its organizational documents or agreements; and the Loan Documents, when executed and delivered by the Borrower, will constitute the legal, valid and binding obligations of the Borrower enforceable in accordance with their terms.

3.3. No Defaults or Violations. There does not exist any Event of Default under this Agreement or any default or violation by the Borrower of or under any of the terms, conditions or

obligations of: (a) its organizational documents, as applicable; (b) any indenture, mortgage, deed of trust, franchise, permit, contract, agreement, or other instrument to which it or he is a party or by which it or he is bound; or (c) to the best of Borrower's knowledge, any law, ordinance, regulation, ruling, order, injunction, decree, condition or other requirement applicable to or imposed upon it by any law, the action of any court or any governmental authority or agency; and the consummation of this Agreement and the transactions set forth herein will not result in any such default or violation or Event of Default.

3.4. Litigation. There are no actions, suits, proceedings or governmental investigations pending or, to the knowledge of the Borrower, threatened against the Borrower, which could result in a material adverse change in its business, assets, operations, condition (financial or otherwise) or results of operations and there is no basis known to the Borrower for any action, suit, proceeding or investigation which could result in such a material adverse change.

3.5. Regulatory Matters. No part of the proceeds of the Credit Facility will be used for "purchasing" or "carrying" any "margin stock" within the respective meanings of each of the quoted terms under Regulation U of the Board of Governors of the Federal Reserve System as now and from time to time in effect or for any purpose which violates the provisions of the Regulations of such Board of Governors.

3.6. Solvency. As of the date hereof and after giving effect to the transactions contemplated by the Loan Documents, (i) the aggregate value of the Borrower's assets will exceed its liabilities (including contingent, subordinated, unmatured and unliquidated liabilities), (ii) the Borrower will have sufficient cash flow to enable it to pay its debts as they become due, and (iii) the Borrower will not have unreasonably small capital for the business in which it is engaged.

3.7. Disclosure. None of the Loan Documents contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary in order to make the statements contained in this Agreement or the Loan Documents not misleading. There is no fact known to the Borrower which materially adversely affects or, so far as the Borrower can now foresee, might materially adversely affect the business, assets, operations, condition (financial or otherwise) or results of operation of the Borrower and which has not otherwise been fully set forth in this Agreement or in the Loan Documents.

ARTICLE 4

AFFIRMATIVE COVENANTS OF BORROWER

The Borrower covenants and agrees that until all advances under the Credit Facility are paid in full, the Borrower shall:

4.1. Use of Proceeds. Use the proceeds of the Credit Facility only for the purposes provided for in Section 2.1 hereof.

4.2. Books and Records. Make available for inspection by a duly authorized representative of the Lender any of the Borrower's books and records at such times as may be requested by the Lender; and furnish to the Lender, upon reasonable notice to the Borrower by the Lender, such information regarding its business affairs and financial condition as the Lender may reasonably request.

4.3. Compliance with Covenants, Agreements and Laws. Comply with all applicable laws, covenants and restrictions now of record affecting all or any part of the Borrower's businesses. The Borrower shall comply with all material obligations under all contracts, instruments and agreements to which it is a party or to which any of its properties or assets may be subject.

4.4. Insurance. Obtain and keep in full force and effect such insurance as may be required by the Lender from time to time.

4.5. Financial and Reporting Requirements. At the request of the Lender, the Borrower will deliver to the Lender:

(a) Financial Statements for its fiscal year, within 120 days after fiscal year end, prepared by a certified public accountant acceptable to the Lender.

(b) Such other information as Lender may request from time to time.

ARTICLE 5

CONDITIONS FOR DISBURSEMENTS

5.1. Conditions for Closing and First Disbursement. The Lender shall not be obligated to make the first advance of the proceeds of the Credit Facility until the Borrower at its expense shall have fulfilled, to the Lender's satisfaction, all provisions of this Agreement applicable thereto and the following conditions have been met:

(a) **Loan Documents.** The Loan Documents shall have been duly executed and delivered to the Lender. Any documents to be placed of record or filed shall have been duly executed (if applicable) and sent for recording and filing in all appropriate offices.

(b) **Request for Advance.** If an initial advance on the Credit Facility will be made on the Closing Date, Borrower shall provide Lender with a Request for Advance in the form of **Exhibit A** attached hereto dated as of the Closing Date or in such other mutually agreed upon manner.

(c) **No Default.** No Event of Default shall have occurred and be continuing hereunder or under any of the other Loan Documents.

(d) **Other Requirements.** Borrower shall have satisfied such other requirements reasonably imposed by Lender.

5.2. Subsequent Advances of the Credit Facility. The Lender shall not be obligated to make future advances of proceeds of the Credit Facility unless the Borrower shall have fulfilled the following conditions:

(a) **Preceding Conditions.** All applicable conditions of the preceding Section 5.1 shall continue to be met.

(b) **Request for Advance.** Borrower provides Lender with a Request for Advance in the form of **Exhibit A** attached hereto or in such other mutually agreed upon manner.

(c) **No Default.** No Event of Default shall have occurred and be continuing hereunder or under any of the other Loan Documents.

(d) **Other Requirements.** Borrower shall have satisfied such other requirements reasonably imposed by Lender.

ARTICLE 6

DEFAULTS AND REMEDIES

6.1. **Events of Default.** The occurrence of one or more of the following events shall constitute an “Event of Default” hereunder:

(a) The Borrower shall fail to comply with any covenant contained in this Agreement or any of the other Loan Documents which calls for the payment of money when such payment is due.

(b) If the Borrower fails to keep, observe or perform any of the other undertakings, conditions, stipulations, agreements, covenants or obligations of the Borrower as set forth in this Agreement, which do not have a specified grace or cure period, and continuance of such failure for thirty (30) days after the earlier of written notice of such failure shall have been given by Lender to Borrower or Borrower has knowledge of such failure.

(c) If any of the representations or warranties made by the Borrower under this Agreement or under any of the other Loan Documents shall be untrue in any material respect.

(d) If any default or event of default shall occur under any of the Loan Documents or under any other instruments relating thereto delivered by the Borrower to the Lender pursuant to this Agreement.

(e) If any default or event of default shall have occurred under any other debt, liability or obligation of Borrower to Lender.

6.2. **Remedies.** Upon the occurrence of any one or more of the Events of Default, at the Lender’s option, all obligations on the Lender’s part to make the Credit Facility available or to make any further advances under the Credit Facility shall cease and terminate, and the Credit Facility and all sums then or thereafter due under any and all of the Loan Documents shall thereupon become immediately due and payable. Upon the occurrence of an Event of Default, the Lender may enforce any or all of its rights hereunder or under any other Loan Documents, or at law or in equity.

ARTICLE 7

MISCELLANEOUS

7.1. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (the “Notices”) must be in writing and will be effective upon receipt. Notices may be given in any manner to which the parties may separately agree, including electronic mail. Without limiting the foregoing, first-class mail, facsimile transmission and commercial courier service are hereby agreed to as acceptable methods for giving the

Notices. Regardless of the manner in which provided, the Notices may be sent to a party's address set forth below or to such other address as any party may give to the other for such purpose in accordance with this Section:

To the Lender:

Think Finance, Inc.
4150 International Plaza,
Suite 400
Ft. Worth TX 76109
Attention: Sarah Fagin Cutrona, General Counsel
Facsimile No.: 817-546-2754
Telephone No.: 817-546-2754

To the Borrower:

Haynes Investments, Inc
5909 Luther Lane
Suite 1704
Dallas, Texas 75225
Attention: Stephen Haynes
Facsimile No.: 214-774-9199
Telephone No.: 972-333-4149

7.2. Preservation of Rights. No delay or omission on the Lender's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will the Lender's action or inaction impair any such right or power. The Lender's rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which the Lender may have under other agreements, at law or in equity.

7.3. Illegality. If any provision contained in this Agreement should be invalid, illegal or unenforceable in any respect, it shall not affect or impair the validity, legality and enforceability of the remaining provisions of this Agreement.

7.4. Changes in Writing. No modification, amendment or waiver of, or consent to any departure by the Borrower from, any provision of this Agreement will be effective unless made in a writing signed by the Lender, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on the Borrower will entitle the Borrower to any other or further notice or demand in the same, similar or other circumstance.

7.5. Entire Agreement. This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

7.6. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement and delivering such executed counterpart by facsimile or other electronic transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the executed counterpart delivered by facsimile or other electronic transmission.

7.7. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the Borrower and the Lender and their respective heirs, executors, administrators, successors and assigns; provided, however, that the Borrower may not assign this Agreement in whole or in part without the Lender's prior written consent and the Lender at any time may assign this Agreement in whole or in part.

7.8. Interpretation. In this Agreement, unless the Lender and the Borrower otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections (or subdivisions of sections) or exhibits are to those of this Agreement unless otherwise indicated; and references to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications to such instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. Unless otherwise specified in this Agreement, all accounting terms shall be interpreted and all accounting determinations shall be made in accordance with GAAP. If this Agreement is executed by more than one party as Borrower, the obligations of such persons or entities will be joint and several.

7.9. Certain Waivers. The Borrower hereby relieves and discharges the Lender from any and all liability and responsibility whatsoever arising out of the advance of proceeds of the Credit Facility hereunder and agrees and acknowledges that the Lender does not assume any responsibility whatsoever for the method of advance, the application or use of the proceeds of the Credit Facility advanced hereunder or as to any liens or claims whatsoever which might attach to or be filed against the assets of the Borrower.

7.10. Indemnity. The Borrower agrees to indemnify each of the Lender, each legal entity, if any, who controls the Lender and each of their respective directors, officers and employees (the "**Indemnified Parties**"), and to hold each Indemnified Party harmless from and against, any and all claims, damages, losses, liabilities and expenses (including all fees and charges of internal or external counsel with whom any Indemnified Party may consult and all expenses of litigation and preparation therefor) which any Indemnified Party may incur, or which may be asserted against any Indemnified Party by any person, entity or governmental authority (including any person or entity claiming derivatively on behalf of the Borrower), in connection with or arising out of or relating to the matters referred to in this Agreement or in the other Loan Documents or the use of the proceeds of the Credit Facility, whether (a) arising from or incurred in connection with any breach of a representation, warranty or covenant by the Borrower, or (b) arising out of or resulting from any suit, action, claim, proceeding or governmental investigation, pending or threatened, whether based on statute, regulation or order, or tort, or contract or otherwise, before any court or governmental authority; provided, however, that the foregoing indemnity agreement shall not apply to any claims, damages, losses, liabilities and expenses solely attributable to an Indemnified Party's gross negligence or willful misconduct. The indemnity agreement contained in this Section shall survive the termination of this Agreement, payment of any or all of the advances under the Credit Facility and assignment of any rights hereunder. The Borrower may participate at its expense in the defense of any such action or claim.

7.11. Assignments and Participations. At any time, without any notice to the Borrower, the Lender may sell, assign, transfer, negotiate, grant participations in, or otherwise dispose of all or any part of the Lender's interest in the Credit Facility. The Borrower hereby authorizes the Lender to provide, without any notice to the Borrower, any information concerning the Borrower, including information pertaining to the Borrower's financial condition, business operations or general creditworthiness, to any person or entity which may succeed to or participate in all or any part of the Lender's interest in the Credit Facility.

7.12. Governing Law and Jurisdiction. This Agreement has been delivered to and accepted by the Lender and will be deemed to be made in the State of Delaware. THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, EXCLUDING ITS CONFLICT OF LAWS RULES. The Borrower hereby irrevocably consents to the exclusive jurisdiction of any state or federal court in the county or judicial district in the State of Delaware, provided that nothing contained in this Agreement will prevent the Lender from bringing any action, enforcing any award or judgment or exercising any rights against the Borrower individually, against any security or against any property of the Borrower within any other county, state or other foreign or domestic jurisdiction. The Lender and the Borrower agree that the venue provided above is the most convenient forum for both the Lender and the Borrower. The Borrower waives any objection to venue and any objection based on a more convenient forum in any action instituted under this Agreement.

7.13. WAIVER OF JURY TRIAL. EACH OF THE BORROWER AND THE LENDER IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. THE BORROWER AND THE LENDER ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

7.14. U.S. Patriot Act/OFAC Notice. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who establishes a formal relationship with such institution. Therefore, when the Borrower enters into this business relationship with the Lender, the Lender will ask the Borrower or their officers or partners its name, address, date of birth (for individuals) and other pertinent information that will allow the Lender to identify the Borrower. The Lender may also ask to see the Borrower's organizational documents or other identifying information.

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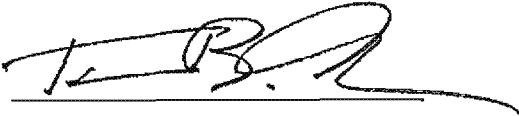
The Borrower acknowledges that it has read and understood all the provisions of this Agreement, including the waiver of jury trial, and has been advised by counsel as necessary or appropriate.

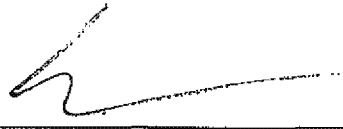
WITNESS the due execution hereof as a document under seal, as of the date first written above.

BORROWER:

WITNESS:

HAYNES INVESTMENTS, INC.,
a Texas corporation

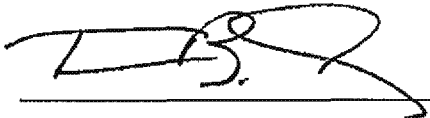


By:  (SEAL)
Name: Steven Haynes
Title: President

LENDER:

WITNESS:

THINK FINANCE, INC.
a Delaware corporation



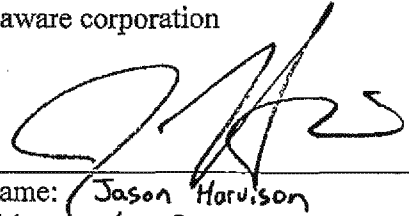
By:  (SEAL)
Name: Jason Harrison
Title: Vice President and Secretary

EXHIBIT 6

Installment Loan Product Functionality

As of 8/7/2012

Installment Loan Product Functionality

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Installment Loan Product Functionality

Change Record

Author	Date Changed	Comments
G. Jimenez, J. Brasfield, M. Nguyen	9/18/09	Initial Draft
K. Bennett	11/20/09	- Added Credit Returns, Exception Returns, Handling Past Due, Funding Rules, NOAA's, Line Amounts and States Not Serviced. - Edited Payment Rules for early ACH and rescind loan.
K. Bennett	1/5/10	Added Payoff and Cooldown section.
K. Bennett	2/9/10	Added information to Exception Returns section.
K. Bennett	2/15/10	Added Bank Bank Flag, Blocked Account Flag, Making Changes to an Active Account, Latitude, Charge Off Status. Updated Payment Rules, Funding Rules, Credit Returns.
G.Montgomery	3/2/10	Added information to Charge off status (bullet 5)
G.Montgomery	7/26/10	Added alt ACH and manual ACH payment type information
K. Bennett	8/9/10	Added Settlement payment information, new pricing line information
K. Bennett	8/11/10	Added Application Rules and RFAI sections.
G. Montgomery, K. Bennett	11/11/10	Updated entire document Added: Resell ,Funding Options, Glossary, Application Requirements, Application Pay Date Widget, Website Features, Loan By Phone Functionality, Partner App Functionality, Process flows
K. Bennett	3/28/2011	Added Funding Approval cutoff time to Application Timelines section, updated pricing information, updated states not serviced
K. Bennett	4/26/2011	Clarify the timing for 'no cooldown' and when we stop ACHing an account.
G. Montgomery	7/28/11	Updated overview to fit both products, added appendices with

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		pricing charts, added Resell process flow, updated states not serviced for both products.
G. Montgomery	1/27/12	Updated Appendix II(pricing chart for GPL); Updated Pricing & Loan Amount section to reflect new GPL max (\$1500)
K. Bennett	3/7/12	Updated no state list for PG to include NH.
K. Bennett	5/25/12	Updated the Pay Date Widget section to include information about default dates for non widget incomes.
G. Montgomery	6/12/2012	Removed references to LBP; Updated resell section to include GPL and show as active; Updated Overview with new loan amount ranges; Update NOAA section – removed popunder functionality; Updated pricing- Removed tier references; removed references to latitude; Updated Charge Off section to include debt sale
K. Bennett	8/7/2012	Update NOAA section to include when an email is sent. Update no state lists to not include MD.

OVERVIEW

The Installment Loan Product is a short-term loan product offering loans ranging from \$200 to \$3000, repaid in equal payments (monthly, biweekly or semi-monthly) over a pre-defined period of time. Customers choose the Installment Loan Product over other short-term emergency loans due to 3 key items:

1. Larger dollar amounts
2. Ability to pay over time
3. Less expensive than other traditional emergency loans such as pay day loans

Think Finance currently supports 2 installment loan products; PlainGreenLoans.com and GreatPlainsLending.com. Both sites contain the same basic underlying functionality but differ in the loan amounts offered and the pricing (APR's) for those loans.

The application process is simple. Customers fill out the online application, submit their application and receive a decision in seconds. The application is sent to our internal decisioning system which utilizes several 3rd party data points as well as a customized score to identify if a customer should be approved for a loan, and what dollar amount they qualify for. Customers electronically sign their loan agreement,

Installment Loan Product Functionality

setup a payment schedule and receive their loan proceeds in their bank account as soon as the next business day, pending verifications.

Loan payments are ACH'd directly from the customer's bank account based on their payment schedule. Customers may choose to change their upcoming payment date through the My Account section of the website, or by contacting Customer Support. Regular communication emails are sent to customers that include items such as:

- New Account Creation
- Upcoming payments due
- Payment confirmation

Upon loan payoff, customers may choose to reapply for a new loan online. All previous application data is stored and available for the customer to adjust and submit for new loan consideration.

The purpose of the document is to outline the basic Installment Loan product's functionality and system rules.

Installment Loan Product Functionality

APPLICATION

Application Requirements (HIGH)

- Be at least 18 years of age (19 if residing in AL or NE)
- Have a job or proven source of income
- Have a valid Email address
- Have Checking account in good standing (That means no returned checks, overdraft charges, negative account balances or nonsufficient fund transactions in the past 30 days.)

Application Processing Timelines (HIGH)

- Cutoff time for accepting applications for same day processing is 6pm ET.
- Cutoff time for verifications to be completed is 9pm ET.
- Cutoff time for FUNDING APPROVAL on Bank Verification Summary page is 9pm ET.
- Rollbacks occur at 9:05pm ET.
- ACH file for funding is sent to the Bank at 9:10pm ET.
- Applications received after 6pm ET will be processed on the next business day.

Application Rules and Validation (HIGH)

- The following items are validated within the application on the website:
 - Validate address does not contain PO Box
 - Validate SSN or email address are not already in use in our system – if either of these already exist on an account, the customer will receive a popup message informing them that the information is existing and they will be provided a link to login.
 - Validate bank account and routing number – the same number can only be in use on 2 accounts in our system at any given time
- An application can have the following statuses:
 - Draft – application currently being created
 - Approved – application approved
 - Rejected – application rejected
 - Pending – awaiting score
 - Manual – manual scoring required
 - Accepted – user has accepted loan
 - Expired – application is expired
 - Renew – there is new application data
 - Declined – customer withdraws their application (no longer used)
- An application may receive a 'soft rejection (RFAI)' or a 'hard rejection (NOAA)'.
- Customers have 10 days after submitting their application to return to the website and complete the loan process and sign their loan agreement or to fax in any requested documentation.
 - Applications expire on the 10th day from the date of the application decision (approval/rejection). After this they will have to resubmit their application for a new decision.

Installment Loan Product Functionality

Application - Pay Date Widget (MEDIUM)

The Pay Date Widget is a tool on the application page designed to accurately determine a customer's next 3 pay dates and provide them with payment due dates that correspond to those dates.

Once a customer has selected their 'Income Type', the widget dynamically ask the customer questions regarding their pay frequency. Based on the answers we will display a message to the customer asking them to confirm their next 3 pay dates. Customer that receive Self-Employed and Social Security/Disability income types will **not** have the pay date widget on their application.

Widget example for someone paid weekly:

Amount of Last Check

1,000 ?

How often are you paid?

☒ Weekly (ex. Every Friday)

☐ Every 2 weeks (ex. Every Other Friday)

☐ Twice a month (ex. The 1st and 16th)

☐ Monthly (ex. The Last Day Of Each Month)

Which day of the week are you paid?

☐ Monday ☐ Tuesday ☐ Wednesday ☒ Thursday ☐ Friday

Important! Based on your pay frequency selections above, your next 3 pay dates are:

- ✓ Thursday, May 03, 2012
- ✓ Thursday, May 10, 2012
- ✓ Thursday, May 17, 2012

You have indicated that your take home pay is \$1,000 every week.

IF THESE PAY DATES, PAY FREQUENCY, OR TAKE HOME PAY AMOUNTS ARE INCORRECT, PLEASE CHANGE THE SETTINGS ABOVE.

- A former customer will be required to complete the widget each time the customer re-applies. A message at the top of the application tells the customer of this requirement on the application.
- When a a Loan by Phone customer logs in to finish their application, they will be required to complete the PDW section. A message at the top of the application tells the customer of the field requirements on the application. (Loan by Phone functionality is currently disabled)
- The admin application page does not contain the pay date wizard, however, information gathered on the application will be populated within the 'Next Pay Date' and 'Following Pay Date' fields.
- Social Security/Disability income types will **not** contain the pay date widget on the application but they will be required to enter their next pay date and their pay frequency.

Installment Loan Product Functionality

- Self-Employed customers will **not** have the PDW on their application. They are always considered monthly by the system.

Min/Max Logic for the customers' first payment due date

Based on the information the customer provides in the income section, the system will determine a set of dates to offer the customer as options for picking a due date for their first payment (those that correspond to the customers pay dates).

- For Weekly/Bi-weekly/Semi-monthly – the customer will be provided with an option to choose from any pay dates falling within 7 to 22 days after the loan effective date. If only 1 pay date falls within this range, the customer will not have the option to choose from a drop down.
- For Monthly – the customer will be provided with an option to choose from any pay dates falling within 7 to 38 days after the loan effective date. If only 1 pay date falls within this range, the customer will not have the option to choose from a drop down.
- The first date shown in the drop down will default to the pay date that is closest to 14 days from the effective date.
- For non-direct deposit customers we will provide the available pay dates falling within the min/max range plus two additional days (as long as the 2 days are within range).
 - The first date shown in the drop down will default to the pay date that is closest to 14 + 1 day from the effective date.
- Self-Employed customers will be provided with an option to choose from all dates that fall within the 7-38 day min/max range.
 - The first date shown in the drop down will be the 1st of the month
- Social Security\Disability customers will be provided with an option to choose from all dates within the 7-22 day range (or 7-38 day range for monthly) from the effective date.
 - The first date shown in the drop down will default to the pay date that is closest to 14 days from effective date.

Loan By Phone Functionality (currently disabled)

A new customer may contact Customer Support and apply for a loan over the phone. The agent will gather basic information from the customer that is necessary to make an approval/rejection decision.

Once the agent submits the application:

- The customer will receive an email containing a temporary password.
- The customer will need to login to the website to reset their password and to complete the loan process.
 - If the customer was approved they will be required to complete the remainder of the application information (anything that was not collected over the phone) before they can select a loan amount and sign their loan agreement.
 - If the customer was rejected they will receive the NOAA or RFAI.

Partner Application Functionality (currently disabled)

An application that we receive from a third party is deemed a 'partner application'. The Partner will send over any information they have already collected from the customer and it will be pre-populated on the application when they land on our site.

- If the application is approved, the customer will proceed through the loan process as normal.

Installment Loan Product Functionality

- If the application is 'hard' rejected, the customer will receive the NOAA and we will redirect them back to the initiating partner site.

Application Rejection Rules (HIGH)**RFAI**

An RFAI, Request for Additional Information, is presented to the customer if all information on their application couldn't be verified by the Decision Engine or during the verification process.

- Customers are required to fax information before the application expires. Some of the most commonly requested items include (but not limited to):
 - State Issued Identification card
 - Social Security card
 - Most recent pay stub or proof of income listed on application
 - Most recent bank statement
- A customer will not be able to receive a loan until all requested documentation has been received and verified.

NOAA

When an application is rejected a NOAA, Notice of Adverse Action, must be presented to the customer.

- These customers will be able to reapply in 10 days, however, they will receive a rejection of 'Excessive loan applications' until 90 days from the original decision date.
 - After the 90 days have elapsed, from the original decision date, the customer will be able to reapply and receive a 'true' decision.
- If the customer opted-in to have their application resold, in the case that we could not service them, the NOAA will be e-mailed to the customer. They can also view their NOAA by logging in to the 'My Account' page.
- The customer may view the NOAA for up to 10 days by logging in to My Account while that application is not expired.
- The history of NOAA's that a customer has received on any application can be viewed in Admin.
- A NOAA will be emailed to the customer if the rejection occurs manually through Admin (there is a checkbox to send an email).

Rollbacks

- When a loan is 'Rolled back' it means the initial application was approved and accepted by the customer, however, has been canceled (rejected) due to one of the following:
 - The application received a low verifications grade during the verifications process.
 - This type of rollback is processed during a nightly SQL job process.
 - The rejection can be either a hard or soft rejection.
 - A verifications agent was not able to successfully verify application information (based on established SOP)
 - This type of rollback is done manually using the 'Rollback' button in admin.

Installment Loan Product Functionality

- When a loan is 'Rolled back and Approved' it means that the initial application was approved and accepted by the customer, however, has been canceled and placed back into an 'Approved' status.
 - This is typically done if the customer has changed their mind about the amount they selected for their loan or chose an incorrect due date.
 - This type of rollback is done manually using the 'Rollback/Approve' button in admin.

Resell (MEDIUM)

If a customer is hard rejected during their initial loan application, we will attempt to resell the customer's application to another lending source that may be able to service them.

- A customer must opt-in to be resold by checking the box on their application
 - The customer will receive an email containing their NOAA.
 - The customer's account information is stored in the database and we are still able to access the account through admin.
- A ping tree is in place where we check with various resellers to see if they would like to purchase the application and go to the next reseller if the first reseller didn't purchase the lead. The resellers we are currently selling to are: Lead Flash, Selling Source, ClickSpeed and Swish.
- If we are unable to find the customer another lender, they will be directed to their 'My Account' page with a 'No Lender' message.
- If a customer does not opt-in, or is not eligible for resell; and we are unable to provide them with a loan, we will direct them to view their NOAA.
- Resell will only occur for a new customer that has never had a loan or applied with us in the past.
- Customer's that receive an RFAI will not be resold.
- Customer's that reside in CO, DC, MD, MT (Plain Green only), ND, NH, OK (Great Plains only), PA, VT, WV are not eligible for resell.
- Customer's from partner websites are not eligible for resell.

LOAN ACCEPTANCE AND ACCOUNT

Pricing and Line Amounts (HIGH)

- First time customers on Plain Green Loans can get up to \$1000. (See Appendix I for pricing table)
- First time customers on Great Plains Lending can get up to \$1000. (See Appendix II for pricing table)
- The approval amount decision is determined by risk.
- The website will offer (display) all loan amounts up to the approved amount for the customer to choose from when selecting their loan amount.

States Serviced (HIGH)

The installment loan product is not offered in any of the states listed below:

Plain Green Loans:

Installment Loan Product Functionality

- WV
- MT
- CO
- NH

Great Plains Lending:

- WV
- CO
- NH
- OK
- AR

Funding Options (MEDIUM)

- Customers can select to receive their funds via ACH or MANUAL CHECK when signing their loan agreement.
 - ACH funds are typically available in the customer's bank account the next business day.
 - Selecting MANUAL CHECK will delay funding 7-10 business days as the bank reviews these requests and mails the checks.

Account Security Features (LOW)

- Friendly exit pop-ups occur if a customer tries to exit the website during the loan acceptance process (before signing the loan agreement).
- Logged in users with inactivity for 20 minutes will receive a warning message that must be clicked on to prevent being automatically logged out of their account.

Making Changes to an Active Account (MEDIUM)

- Account/application information may be changed through admin per established SOP guidelines.
 - The fields that an agent has the ability to view or change are based on their given 'role' and the level of 'permissions' they have been granted.
 - Roles and Permissions are defined in a separate document
- The following account and application information may be changed through the website.
 - Application Information
 - Drivers License
 - Email Address
 - Home Address/Phone
 - Bank Account (may be changed after 1 successful ACH payment has occurred)
 - References
 - Account Password
 - Secret Question/Answer
 - Privacy and Contact Preferences
- Changes to a customer's application will be carried forward to the customers next application.

Installment Loan Product Functionality

LOAN FUNCTIONALITY**Interest Rules**

This section outlines how interest is calculated, how interest is displayed in ledger within Admin, and how future scheduled payments are affected once payments are missed.

Interest Accrual Calculation (HIGH)

- Interest is calculated using the simple interest method.
- If the customer pays all payments on their due date and does not pay early or late then the amount of interest charged will be equal to the Finance Charges stated within the TILA box of the customer's loan agreement.
- Interest begins accruing on the 'Effective' date of the loan (date funds expected to be in the customer's account)
- The interests is calculated for the entire term of the loan, however is earned on a daily basis.
- Calculated interest may change as follows:
 - Customer pays early, interest will be charged only for the amount of time the customer keeps the loan.
 - Customer is late or misses a payment, additional interest will accrue.

Current and Future Payment Schedules (HIGH)

The calculated amount of interest that will be applied to each payment assumes a customer will make that payment on the day it is due (per their Loan Agreement) and is reflected within the current and future payment schedules in admin.

If a customer deviates from their loan schedule (either through early payments or late/missed payments), the future payment schedule will adjust to reflect the changes to the way interest and principal are applied to each payment. This will be based on the additional interest accrued because of the unpaid principal or the reduced interest because of early payments.

Within Admin, the first line of Fees accrued (under Current Loan Details) changes daily and is based on current date viewing the account.

Current Loan Details												Viewing account on 9/18/09
Date	Loan #	Trans #	Description	Total	Principal	Finance Charge	Other Fee	Late Fee	NSF Fee	Balance	Tender	
9/18/2009	3	135 3150242	Fees accrued from (9/11/2009)	\$9.92	\$0.00	\$9.92	\$0.00	\$0.00	\$0.00	\$202.86	None	
9/11/2009	3	135 3150242	Schedule Payment 21	(\$26.87)	(\$60.79)	(\$26.08)	\$0.00	\$0.00	\$0.00	\$192.94	ACH	
9/11/2009	3	135 3061167	Fees accrued from (8/26/2009)	\$26.08	\$0.00	\$26.08	\$0.00	\$0.00	\$0.00	\$279.81	None	
8/28/2009	3	135 3061167	Schedule Payment 20	(\$26.87)	(\$55.12)	(\$31.75)	\$0.00	\$0.00	\$0.00	\$253.73	ACH	
8/28/2009	3	135 2993151	Fees accrued from (8/14/2009)	\$31.75	\$0.00	\$31.75	\$0.00	\$0.00	\$0.00	\$340.60	None	

Interest Rate Cap Rules (MEDIUM)

- The amount of interest that can be charged on an account is 'capped' at that amount stated as Finance Charges in the TILA box of the customer's loan agreement.
- If a customer misses a payment, the system will increase their interest rate cap by the amount equal to one standard payment for each qualifying missed payment.
- The rate cap will be increased based on the following guidelines:
 - Increase the cap if a customer's scheduled payment returns after the due date.

Installment Loan Product Functionality

- Increase the cap if a customer has gone past a due date and we did not attempt/receive a payment. This includes bad bank customers, check customers and stopped ACH customers.
- Max number of times system can increase the cap = number of original installment loan payments. For example:
 - If customer missed 2 standard payments, the rate cap shall increase by 2
 - If customer has 10 standard payments in their loan and misses all 10 payments, the rate cap shall increase by 10.
- Any payments not linked to a schedule payment date will not affect the cap. This includes but is not limited to partial payments, past due payments, and ROP's.

Payment Rules (HIGH)

This section outlines the various payment rules, payments types and payment options for current and past due customers.

- Payments will be due on a bi-weekly, semi-monthly, or monthly basis.
 - If a customer is paid weekly, they will be on a bi-weekly payment schedule.
- All payments are applied in the order as follows: Fees, Interest, Principal.
- ACH payments are automatically scheduled for the standard payment amount on the payment due dates as listed in the loan agreement.
 - Customers that select check funding are not setup for ACH payments and must mail in their payments or make a credit card, Western Union, or MoneyGram payment.
 - The payment must be received by the due date.
 - Check customers may call customer support and change their Transaction Tender to ACH to initiate ACH payments.
- Customers can make changes to their next scheduled payment on the **business day prior** to the payment due date until 5:00pm ET on the website or via customer support until 6:00pm ET. These changes include:
 - Payment Date – there is a 7 day grace period allowed for scheduled ACH payments. Customers must call customer support to re-schedule the next payment for a different date within this 7 day range.
 - Payment Amount – if a customer wishes to pay additional principal or pay off the entire loan early they can go online or call customer support to make these changes to their next payment.
 - Customers that received Manual Check funding cannot make changes to their payment options online. They must contact Customer Support and these payments cannot be future dated or extended.
 - A customer cannot future date a payment online.
 - A queued payment can be deleted by customer support up until the time that the payment processor has finished running (6pm ET)
- Scheduled ACH payments are sent to the Bank the business day before the payment due date at 9:10pm ET.
 - Payment shows within our system as 'Pending' the night before their due date.
 - The Payment date within our system is always the scheduled payment due date.
 - Payments post to the customer's bank account 1-2 business days after they are sent out.

Installment Loan Product Functionality

- We do not have a cooldown period in between payments. After a payment is processed by the system the customer may schedule another payment immediately.
- Only one payment can be pending within the system at a time.
- If we are unable to successfully process 3 scheduled ACH payments (non-ROP NSF's) in a row, scheduled ACH processing stops on an account. This does not set the Bad Bank Flag on the account.
 - Customers are still responsible for their payments being received and posted to the system by their due dates. They can mail payments, login to My Account or contact Customer Support to facilitate payments after the scheduled ACH process has stopped.
 - Scheduled ACH process restarts after customer has made 1 successful ACH payment.
- Early payments
 - Current Customers
 - Early payments are applied to the next scheduled due date.
 - If payment covers the entire amount of the payment due, an ACH for the next scheduled payment will not go out.
 - Past Due Customers
 - Early payments are not applied to the next scheduled payment until all past due amounts have been fully paid.
 - Early payments are applied towards the oldest past due balance and this will not affect the next scheduled payment.

Payment types (MEDIUM)

- ACH (default for all ACH customers and only option that can be future dated)
- The options below are only available through admin so customers must call Customer Support or mail their payments to us.
 - Credit Card
 - Check
 - Western Union
 - Money Order/Cash
 - MoneyGram
 - Manual ACH
 - When posting a manual ACH we are not debiting the customer's account from admin – it is merely a system of record for that payment.
 - Alternate ACH
 - Alt ACH will only display if an account is in a Past Due status.
 - When posting an Alt ACH payment the agent must enter a new/different checking and routing number from what is saved on the customer's application. When the agent hits the Finalize button that payment is saved and marked as released immediately because we do not store that new bank account information. We just create the ach record at that time and mark the transaction as released.
 - Since the payment is set to released, the delete button is not available for the agent to cancel. However, it may be cancelled by a developer before the pmt is complete.

Installment Loan Product Functionality

Payment Options for Current Customers (HIGH)

A current customer is defined as one that is not currently in default of a payment(s).

- Standard Payment
 - Payment amount will always default to the standard payment amount per the loan agreement and cannot be modified (Except by waiving fees).
 - Next Payment Date will default to the next payment in plan(per the Loan Agreement) and cannot be changed.
- Standard Payment Plus
 - Payment amount must be greater than the Standard Payment
 - The additional payment amount is always applied to Principal
 - Customer support agent can enter any amount over the standard payment amount
 - A customer online can pay additional amounts in increments of \$10.00
 - Next Payment Date will default to the next payment in plan(per the Loan Agreement) and cannot be changed.
- Partial Payment
 - This payment option is only available through admin and cannot be future dated (today only).
 - The amount must be less than the Standard Payment amount.
 - The amount paid will be applied to the next payment due.
 - The remainder of the standard payment is due on the original due date:
 - If account is ACH the balance will be paid automatically on the due date.
 - The customer may be granted a 7 day grace period to pay the remainder of the standard payment.
 - If the customer has already extended their due date to the max 7 days – they cannot make a partial payment on their due date.
- Payoff loan in full
 - Payment amount will always default to the total payoff due and cannot be modified (Except by waiving fees).

Payment Options for Past Due customers (HIGH)

A past due customer is defined as one that is currently in default of a payment(s). For ACH customers a payment can be scheduled up until the end of the grace period for the next scheduled payment date.

- Full Past Due Balance
 - This payment option will default to the full amount due in order for the account to become current.
 - If an agent schedules this payment on the next Scheduled Due Date or any date after (grace period), the amount of the payment due will be updated to include the next scheduled payment amount.
- Full Past Due Balance Plus

Installment Loan Product Functionality

- Payment amount must always be greater than the Past Due balance:
 - Customer support agent can enter any amount over the past due amount
 - A customer online can pay additional amounts in increments of \$10.00
- If an agent schedules this payment on the next Scheduled Due Date or any date after (grace period), the amount of the payment due will be updated to include the next scheduled payment amount.
- Past Due Partial Payment
 - This payment option is only available through admin.
 - Partial Payments on past due accounts can be accepted for any amount less than the full past due balance.
 - If an agent schedules this payment on the next Scheduled Due Date or any date after (grace period), the amount of the partial payment must be equal to or greater than the next scheduled payment amount but less than the full past due balance.
- Payoff loan in full
 - Payment amount will always default to the total payoff due and cannot be modified (Except by waiving fees).
- Settlement
 - Only available once a loan is >60 days past due.
 - Any amount can be entered, settlement payments are applied to principal first.
 - Remainder of the loan balance will be charged off with a settlement charge off reason code.

Waiving Fees (MEDIUM)

- Agents have the ability to waive fees and interest at the discretion of a manager.
 - This is a manual process and must be done at the time a payment is being posted in admin.

Rescind Loan (LOW)

Customers may decide they do not want to keep a loan and may request that we remove the funds from their bank account via ACH.

- This option is available up to 3 days after the effective date of the loan on the Make Payment screen in Admin.
 - Per SOP and Loan Agreement we allow agents to rescind a loan up to 5pm ET on the business day after the effective date.
- Rescind loan automatically waives all accrued fees and interest and will process a debit to the customer's account for the principal only.

Cooldown (MEDIUM)

- There is a 2 business day cooldown period after payoff for ACH payments before a customer may reapply

Installment Loan Product Functionality

- There is a 10 business day cooldown period after payoff for check payments before a customer may reapply
- There is not a cooldown period for the following payment types: Credit Card, Money Order, Money Gram, Western Union. This means the customer can reapply the next business day.

Returned Payments (HIGH)

A Returned Payment occurs when a payment that presented to the customer's bank account is returned to us due to incorrect bank account information and/or bank rejection. It may also be caused by a chargeback from a credit card company or money order.

ACH Payment returns are manually processed through the 'ACH Processing' screen in admin. We typically get the ACH return file around 9-10am CST daily.

- Upon processing the return, the customer receives an email notifying them that their account is now Past Due.

Non-ACH returns cannot be processed through admin and require a help desk ticket request.

- One NSF fee is applied per returned payment (regardless if standard, partial, standard plus or payoff)
- NSF fees are not applied to returned payment representations
- The NSF fee is \$30
- An account/loan can only have two outstanding NSF fees at a time
- When a successful payment is made, it is first applied to fees (including NSF fees)
- Once NSF fees are cleared, the account may accrue new NSF fees
- A payment may be returned with any of the following codes (systematically assigned):
 - R01- Insufficient Funds
 - R02- Bank Account Closed
 - R03- No bank account/unable to locate bank account
 - R04- Invalid bank account number
 - R06- Returned per ODFI (Originating Depository Financial Institution) request
 - R07- Authorization revoked by customer
 - R08- Payment stopped
 - R09- Uncollected funds
 - R10- Customer advises not authorized
 - R16- Bank Account Frozen
 - R20- Non-payment bank account

Credit Returns (MEDIUM)

- A Credit Return occurs when the loan we issued to a customer is returned to us due to incorrect bank account information and/or bank rejection.
- Credit returns are manually processed through the 'ACH Processing' screen in admin.
 - Upon processing the return, the Application status is updated to 'Rejected' and the customer receives an email notifying them to fax in documents to update their bank account information.
- Customer must update their bank information and re-sign their loan agreement prior to funding of a new loan.

Installment Loan Product Functionality

Exception Type Returns (ETR) (LOW)

A returned payment is considered an Exception Type Return when it returns after we have already processed another payment or deposit on the account.

The following are example scenarios:

- Loan had 4 payments and the 4th one was a PIF/SIF that closed the loan. Payment #3 returns. We can't process this ETR since there is no open loan so a separate ETR balance is opened.
- First installment loan has been paid off and customer has accepted a new loan, deposit already sent. The payoff of the previous loan returns. We can't process the return of the payoff against the new loan so a separate ETR balance is opened.
- Open Loan - if payment #2 returns after payment #3 has been processed, this is an exception return within the same loan series. This return will show on the account ledger like a normal return.
- Loan transferred to latitude – if an admin payment returns after the loan has been transferred to latitude we do not want the return to post to admin because it would unfreeze the account, so instead we have this returned payment show as a separate ETR balance.

An Exception Return that requires a separate ETR balance to be opened can be accessed through the 'Exception Returns' button on the Account Details page. This balance must be paid before the customer is eligible to reapply for a new loan.

Edit Account	Make Payment	Delete Payment	Waive NSF	All Returns	Update Varisc ID	New Temp Password
Payment Session	Rollback	Rollback/Approve	Refresh Acct	Loan By Phone	Exception Returns	
Transfer Latitude	<input type="checkbox"/> Send Email					

*Below shows the date the exception return occurred when the new ETR loan number was created.

Exception Type Returns

Exception Details				
Loan	Balance	Open Date	Closed Date	Status
58420457	\$95.81	2/2/2010	1/1/0001	Open
58546037	\$857.77	2/9/2010	1/1/0001	Open

Clicking on the loan number will show a new section with details for the returned payment.

Installment Loan Product Functionality

Exception Return Payments								
Id	Date	Action	Principal	Finance Charge	Late Fee	NSF Fee	Acquisition Fee	Total
978	2/9/2010	ExceptionReturn	\$714.88	\$112.89	\$0.00	\$30.00	\$0.00	\$857.7

Payment Id:

Date: 2/9/2010

Action: Payment

Principal:

Finance Charge:

Late Fee:

NSF Fee:

Acquisition Fee:

Comments:

Clicking on 'New' button opens fields for taking a payment, enter the payment information and click 'Save' to take the payment.

Until the ETR balance is paid the customer will see this message when they login to their account:

Welcome Back, Test.

Your payment of \$108.77 on 2/10/2010 on your previous loan has been returned.
Please contact Account Services at (855) 814-7103 to resolve this issue.

Once you resolve this issue, you will be eligible to re-apply for a new loan.

Handling of Past Due Accounts (HIGH)

- A Missed Payments will occur in the system when:
 - An ACH payment is returned
 - We have not receive a payment (CC, MG, etc.) for a non-ACH customer by 6pm ET on the day their payment is due.
- As soon as a payment is missed, we begin counting Days Past Due and keep a Past Due Amount for that payment.
- Interest Rate Cap will be increased for each missed payment and only Past Due payment options will be presented when taking payments.
- The customer will stay on their installment payment schedule but will remain past due until they pay the entire amount that was missed.

Installment Loan Product Functionality

- Any payments received are always applied to the oldest past due payments, regardless of the date or amount of the payment.
- When a missed payment is paid off it changes status to a Late Payment under the Loan Statistics section.
- Accounts will Charge Off when the oldest past due payment becomes 120 days past due.

Current Loan

Lender	Last Transaction Date	Scheduled Pmt Date	Current Principal	Original Loan Amt	Scheduled Payment	Product	Rollovers	Marketing Source	
FBD TC	3/23/2009	4/8/2009	\$373.85	\$600.00	\$93.61	IL - 12	N/A	Organic Traffic	
Loan #	Status	Payoff Today	Daily Interest	Late Fees	NSF	Days Past	Minimum Due Today	Past Due Amount	Missed Payments
88551056	Pastdue	\$661.43	\$4.98	\$0.00	\$20.00	2		\$123.61	1

Loan Statistics

New Loans	Successful Payments	Late Payments	Loans Paid Off	NSFs	Charge Offs	Avg Loan Amt	Last Loan Amt	Max Loan Amt	Total Revenue
1	1	1	0	2	0	\$600.00	\$600.00	\$600.00	\$98.46

Representment of Payments (ROP) (HIGH)

- Representments (ROP) are:
 - Always made by the system
 - Are scheduled for 2 calendar days after the return is posted
 - As with all ACH payments, a ROP will be sent out on the business day prior to the due date.
 - If the date of the returned payment is equal to or less than 2 days away from the next scheduled payment date, a ROP will not be scheduled.
 - We only attempt 1 ROP per missed standard payment. (although NACHA rules indicate we can represent up to 2 times per missed standard payment)
 - The amount of the ROP is always equal to the amount of the missed payment (ROP will not include the added amount of the NSF fee, if any)
 - ROP payments are applied to the loan in order of: Fees, Interest, and Principal
- If the representment is not successful it will not be represented again
- Representments are not scheduled if the return reason for the original payment is one of the following, these reasons will also trigger the bad bank flag to be set to 'true' on the customer's account:
 - R2 Bank acct closed
 - R6 Returned per customer request
 - R7 Auth revoked
 - R8 Payment stopped
 - R10 Customer advises not authorized
 - R20 Non-payment bank account

Bad Bank Flag (HIGH)

A Bad Bank Flag is an attribute added to a customer's account that prevents us from debiting the customer's bank account number.

Installment Loan Product Functionality

The flag may be manually set by a customer service agent if a customer requests that we stop debiting their account or the flag may be systematically set based on a return code.

- Once an account has this flag turned on, the customer is responsible for making payments using one of our other supported payment methods.
- Other than having 3 failed ACH payments (non-ROP NSF's) setting the bad bank flag is the only way to systematically stop ACH payments on a funded ACH account.
- Customers can login to their account but they cannot make a payment online, they must call customer support.
- Customers can request to setup ACH for their account again after being bad banked but this requires faxing proof of bank account ownership and bank account activity (per established SOP guidelines).

Charged Off Accounts and Debt Sale (HIGH)

- Accounts charge off in admin when the oldest missed payment becomes 120 days past due .
- Charged off customers cannot login online.
- Accounts that are charged off are sold to a 3rd party collections company in a debt sale on the 10th of every month.
- Customers receive an email 30 days and 10 days prior to the debt sale notifying them that we are preparing to sell the debt to a 3rd party.
- If a payment is received for an account that is charged off, but has not yet been sold, a 'manual recovery' comment is added to the account indicating the payment received and the account will be excluded from the sale.
- When accounts are sold they are flagged within Admin with a red flag message and system comment.

Blocked Account Flag (LOW)

A customer may call and request that their account be blocked from access through the front end website or the account may be blocked by the Fraud department. This is a manual process that must be done through admin.

- Customer cannot login to their account online when it is blocked.
- The account may still be accessed through admin.
- Blocking an account will not stop any systematic emails or payments.

Credit Bureau Dispute Flag (not currently used)

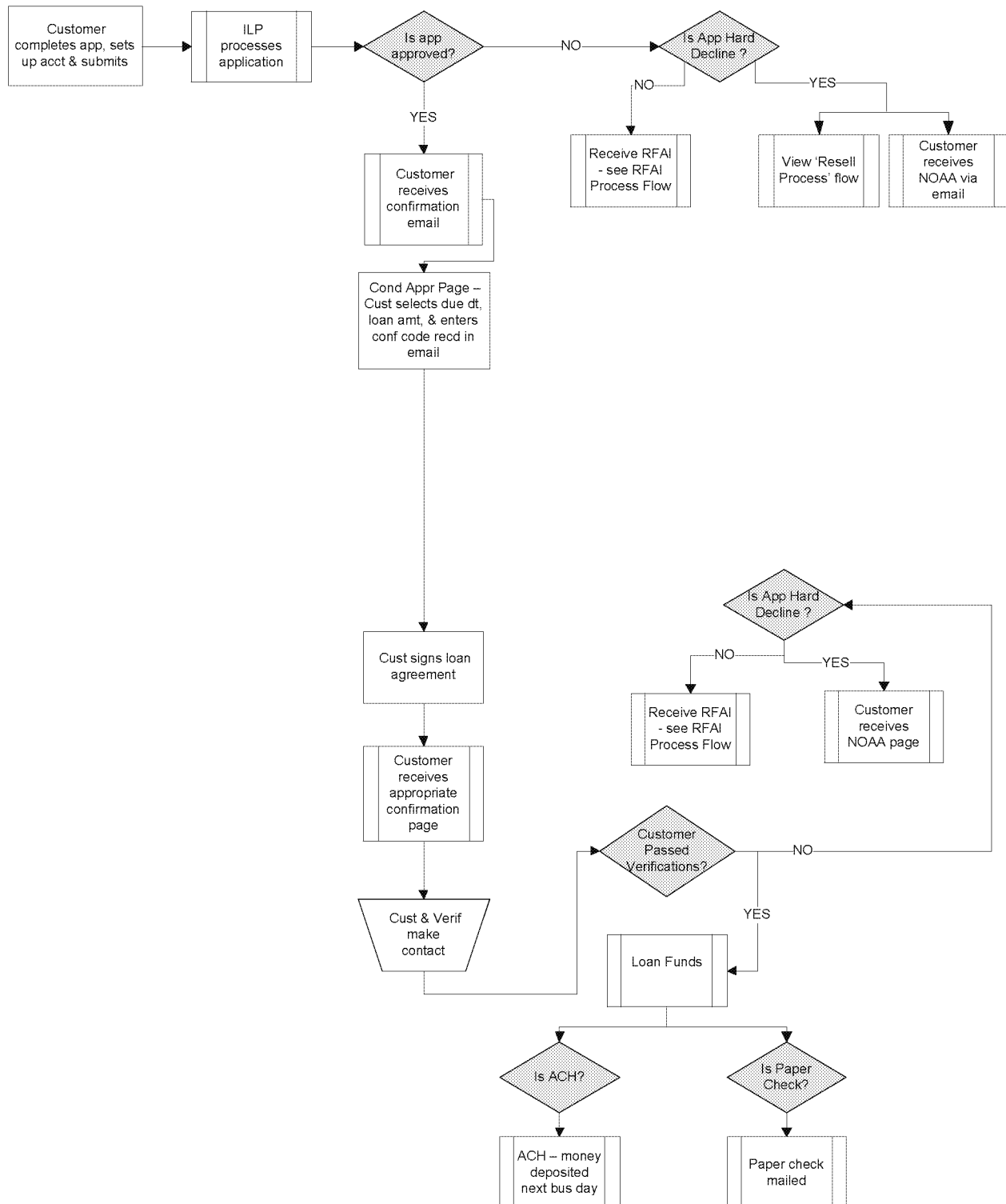
An account can be marked as being a part of a Credit Bureau Dispute within admin and is displayed on Account Details.

Access to change the flag is permissions based and a comment is required to turn the flag on or off.

Installment Loan Product Functionality

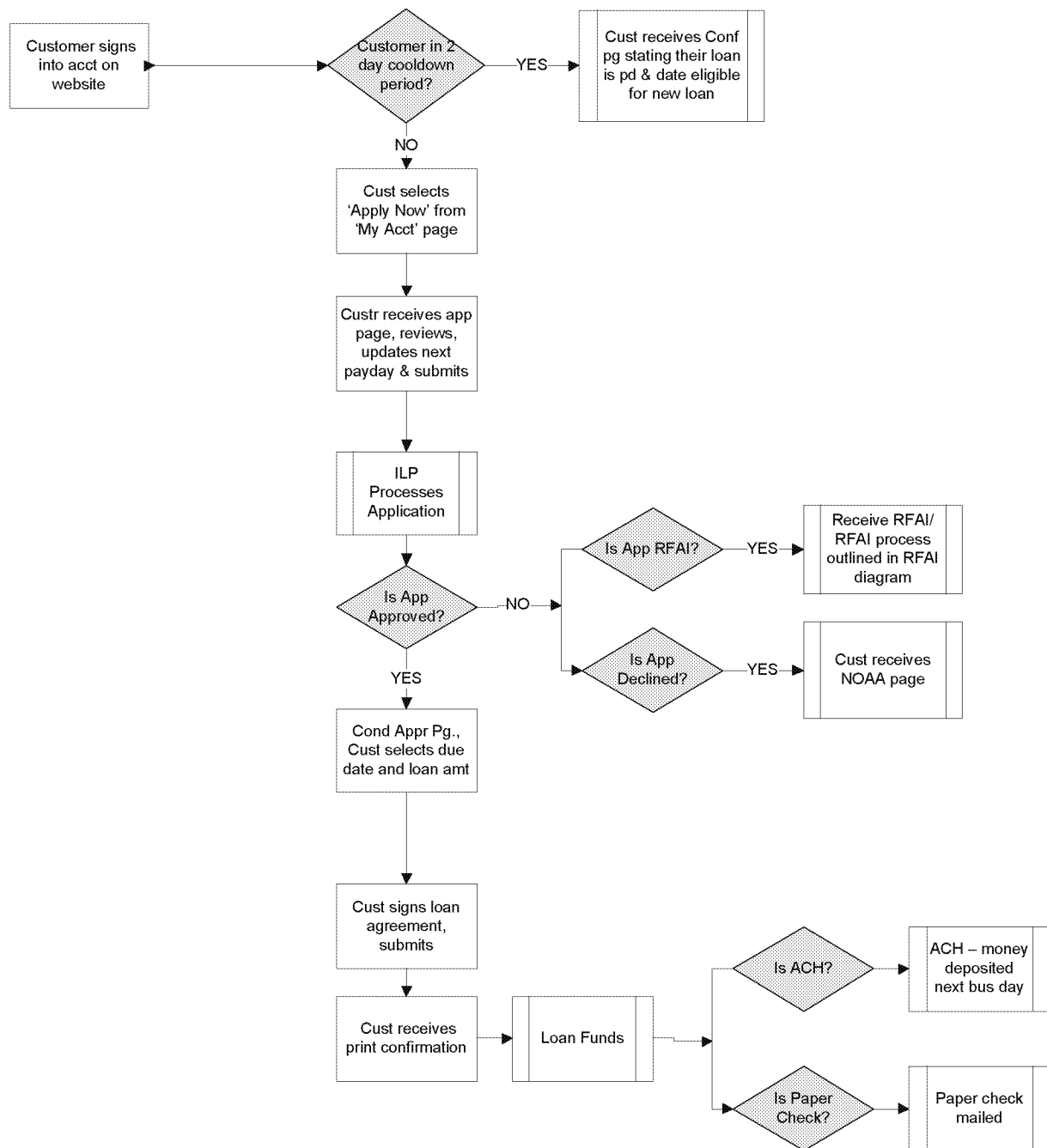
PROCESS FLOWS

New Customer Application Through Funding



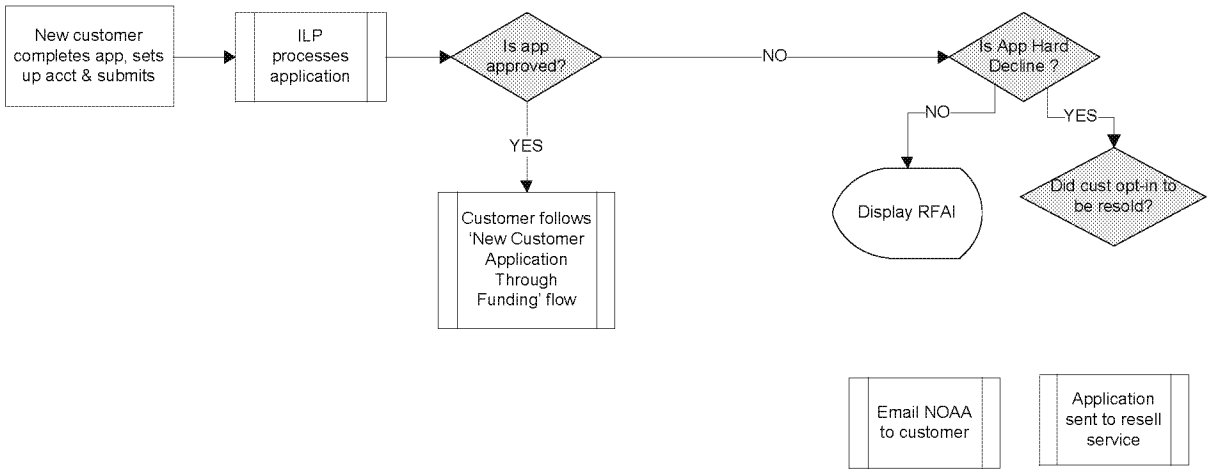
Installment Loan Product Functionality

Former Customer Application Through Funding



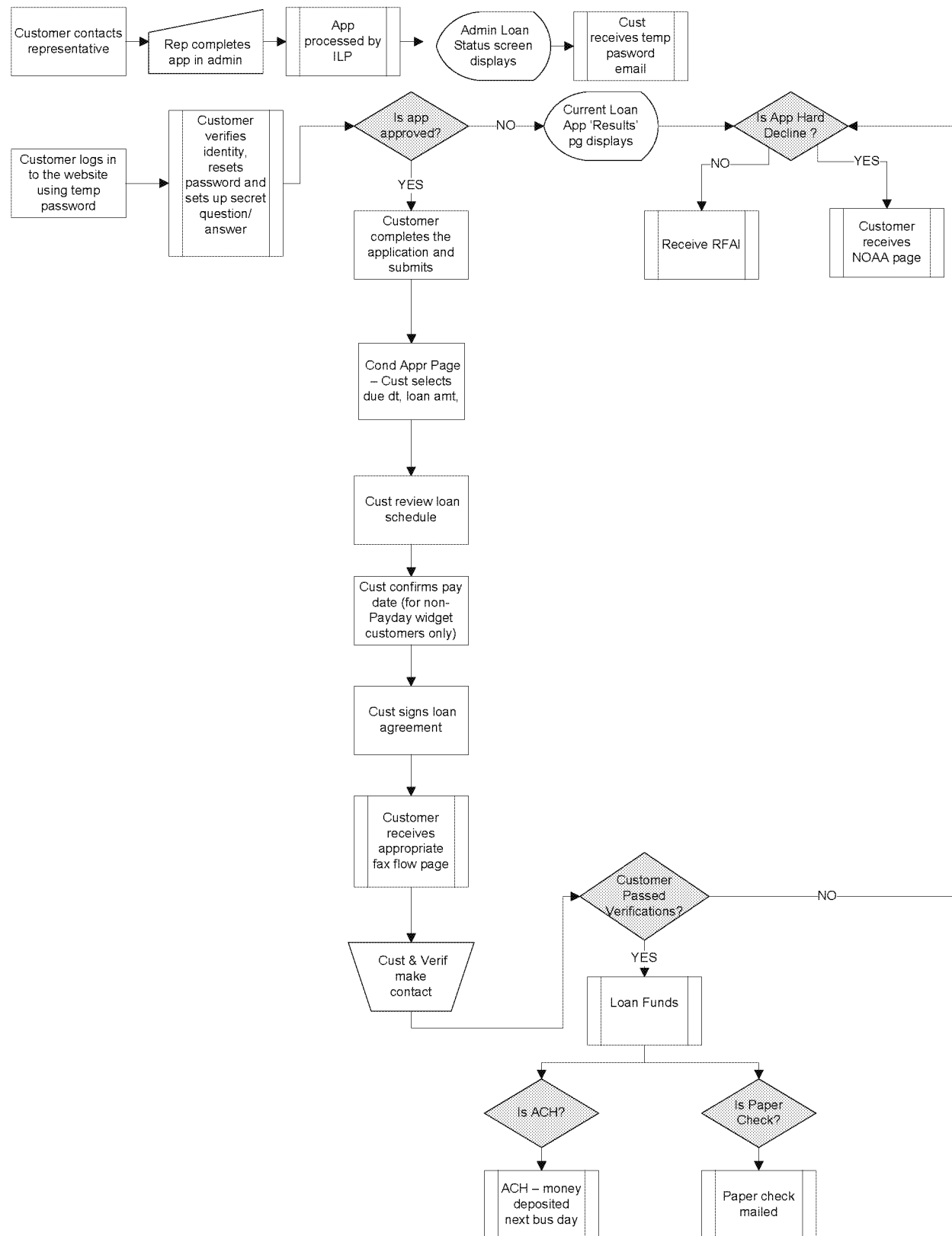
Installment Loan Product Functionality

Resell Customer



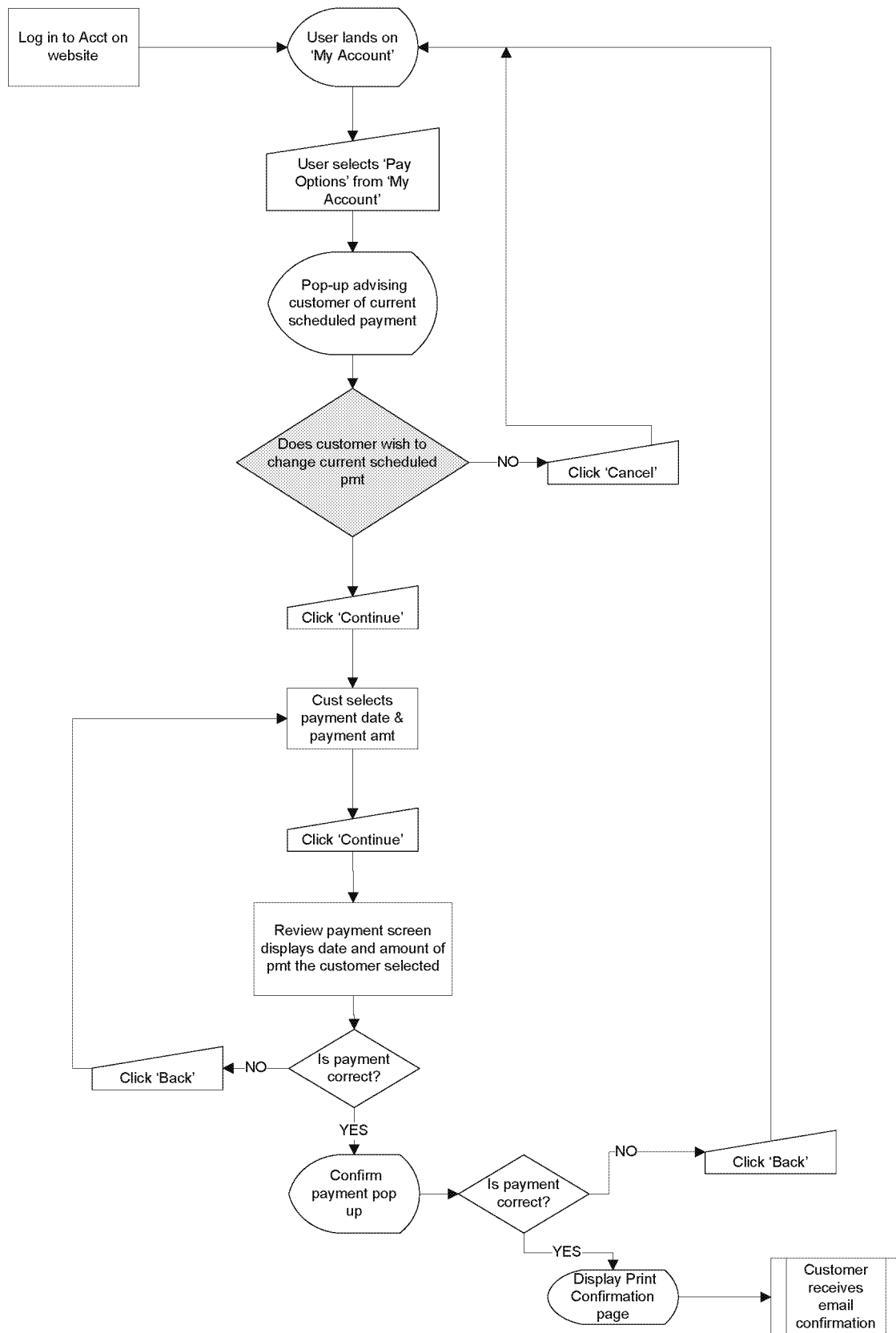
Installment Loan Product Functionality

Loan By Phone Application Flow (currently disabled)



Installment Loan Product Functionality

Make Payment Flow



Installment Loan Product Functionality

Appendix I – Plain Green Loans Pricing

Max Loan Amount	Interest Rate	Actual APR (Assuming pmt 14 days after origination)	Daily Rate	Bi-weekly & Semi-Monthly Term	Bi-Weekly Actual Payment* (assuming 14 days after origination)
\$250	380.0015%	378.9528%	1.0411	8	54.94
\$500	375.0010%	373.9703%	1.0274	12	89.83
\$600	370.0005%	368.9890%	1.0137	12	106.89
\$700	365.0000%	364.0019%	1.0000	14	116.63
\$800	359.9995%	359.0145%	0.9863	20	119.46
\$900	319.9955%	319.1172%	0.8767	20	122.56
\$1,000	299.9935%	299.1699%	0.8219	24	124.16
\$1,200	279.9915%	279.2247%	0.7671	30	135.21
\$1,400	259.9895%	259.2783%	0.7123	34	145.35
\$1,600	219.9855%	219.3812%	0.6027	38	141.52
\$1,800	180.0180%	179.5256%	0.4932	38	134.96
\$2,000	160.0160%	159.5777%	0.4384	38	137.00
\$2,200	140.0140%	139.6294%	0.3836	38	136.90
\$2,400	120.0120%	119.6839%	0.3288	38	134.87
\$2,600	100.0100%	99.7350%	0.2740	38	131.09
\$2,800	80.0080%	79.7883%	0.2192	38	125.82
\$3,000	60.0060%	59.8418%	0.1644	38	119.29
\$3,600	35.9890%	35.8895%	0.0986	38	122.38

Installment Loan Product Functionality

Appendix II – Great Plains Lending Pricing

Max Loan Amount	Interest Rate	Actual APR (assuming pmt 14 days after origination)	Daily Rate	Bi-weekly & Semi-Monthly Term	Bi-Weekly Actual Payment (assuming 14 days after origination)
\$100	450.0085%	448.7640%	1.2329	8	23.96
\$200	450.0085%	448.7636%	1.2329	8	47.93
\$300	450.0085%	448.7639%	1.2329	8	71.89
\$400	450.0085%	448.7636%	1.2329	8	95.86
\$500	450.0085%	448.7821%	1.2329	12	101.29
\$600	450.0085%	448.7746%	1.2329	12	121.55
\$700	400.0035%	398.9090%	1.0959	18	116.31
\$800	400.0035%	398.9075%	1.0959	18	132.92
\$900	349.9985%	349.0363%	0.9589	24	127.00
\$1,000	349.9985%	349.0457%	0.9589	24	141.11
\$1,100	249.9885%	249.3029%	0.6849	30	112.70
\$1,200	249.9885%	249.3037%	0.6849	30	122.95
\$1,300	249.9885%	249.3017%	0.6849	30	133.19
\$1,400	199.9835%	199.4355%	0.5479	30	120.51
\$1,500	199.9835%	199.4359%	0.5479	30	129.12
\$2,000	199.9835%	199.4353%	0.5479	20	198.74

Installment Loan Product Functionality

GLOSSARY

ACH – Automatic Clearing House

Admin – current system of record utilized by agents to access and maintain customer's account.

APR – Annual Percentage Rate

Cooldown – a period of time in which a customer may not process a transaction on their account

Effective date – the date interest begins accruing on a loan

NOAA – Notice of Adverse Action

RFAI – Request for Additional Information

ROP – Representment of Payment to the customer's bank account

SOP – Standard Operating Procedure

Standard Payment – the amount of each installment payment a customer agrees to pay per their Loan Agreement.

TILA – Truth In Lending Act