IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

JEFFREY BRADBY, KIMBERLY WEBB, RAYMOND DIGIORGIO, ASHLEY HICKS, RONALD SHORES, RACHAEL SIMPSON, MARTIN ROWLAND, SHELLEY THOMAS, ANGEL BARRAGAN, JUSTIN REAGAN, KEVIN SAVASKI, SANDRA RAY, DAVID ELAND, DIANA MATTHEWS, DAVID CIOTTI, BRAD SMITH, CHANNELLE HOWELL, ROBIN BROWN, MICHAEL WALLER, JAMES LAWSON, HUBERTA LEWIS, MELISSA MELSON, JAMIE DIPINO, and GWENDOLYN ROBINSON, *on behalf of themselves and all individuals similarly situated,*	:	Civil Action No. 3:26-cv-00633-RCY-MRC
Plaintiffs,	:	
v.	:	
VIVUS SERVICING, LTD; AS 4FINANCE, LTD., MARK BETTIOL; MARY JO WALKER; DIWAKAR CHOUBEY; RICHARD CORREIA; MONEYLION TECHNOLOGIES INC.; SALT LAKE CAPITAL, LLC; and HARROWGATE CAPITAL I LLC,	:	
Defendants.	:	

CLASS ACTION COMPLAINT[1]

Plaintiffs, *on behalf of themselves and all individuals similarly situated*, by counsel, and for their Complaint against Defendants, allege as follows:

[1] This Complaint is filed pursuant to the Court's Order severing the Settling Defendants—named and referred to herein as the "Defendants" or "Settling Defendants"—from the original case, styled *Bradby, et al. v. Koetting, et al.*, No. 3:25-cv-00026-RCY-MRC (E.D. Va.) ("*Bradby I*"), for purposes of obtaining final judgment with respect to the claims asserted therein and in accordance with the proposed Stipulation and Agreement of Settlement to be submitted for approval by the Court in this severed action. The claims asserted herein are substantively identical to those Plaintiffs had asserted against the Settling Defendants in the *Bradby I* litigation.

INTRODUCTION

1. All of the Plaintiffs were class members in a lawsuit styled *Fitzgerald v. Wildcat*, Case No. 3:20-cv-00044(NKM/JCH). In that case, five consumer borrowers sued the tribal officials of the Lac du Flambeau Band of Lake Superior Chippewa Indians, a federally recognized Native American tribe (the "Tribe" or "LDF"), as well as several of the LDF's non-tribal business partners who created, developed, aided, and abetted a usurious lending scheme that offered illegal loans with unconscionable interest rates often exceeding 700% APR.

2. The *Fitzgerald* litigation resulted in a nationwide class settlement requiring the repayment more than $37 million dollars, as well as the cancellation of more than $1.4 ***billion*** dollars of loans by the tribal lending entities. *See Fitzgerald v. Wildcat*, Case No. 3:20-cv-00044 (W.D. Va.), Dec. 17, 2024 Final Approval Order, ECF 201. And while that settlement involved several key participants in the scheme, other major participants were not identified until August 2024, and those participants were expressly excluded from the nationwide class settlement.

3. Like several other cases brought before this Court, this case arises from a tribal lending scheme—"the most recent incarnation of payday lending companies regulation-avoidance." 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). Under this model, non-tribal payday lenders and their business partners used Native American tribes to originate illegal loans to facilitate a dubious and legally incorrect claim that the loans were subject to tribal law and tribal sovereign immunity, not the protections created by state usury and licensing laws. But as the Fourth Circuit held in the related litigation: "substantive state law applies to off-reservation conduct," such as online loans marketed, collected, and paid by consumers in Virginia. *Hengle v. Treppa*, 19 F.4th 324, 348 (4th Cir. 2021), *affirming sub nom. Hengle v. Asner*, 433 F. Supp. 3d 825 (E.D. Va. 2020) (Novak, J.). And "although the

Tribe itself cannot be sued for its commercial activities," its members, officers, and business partners "can be." *Id*.

4. Beginning in 2012 or 2013, the Tribe started participating in multiple partnerships with non-tribal payday lenders that wished to skirt state and federal lending laws. Around that time, Brent McFarland, the Tribe's then-director of business development, explained to the Milwaukee Journal Sentinel that "we're looking for ways to leverage (the tribe's) sovereignty" for profit. Ex. 1. Non-tribal payday lenders were motivated to provide the Tribe with a nominal percentage of their revenue in exchange for shrouding their illegal loans.

5. Through the *Fitzgerald* litigation, several additional business partners and investors—named as Defendants in this lawsuit—were discovered to have knowingly aided, funded, facilitated, and participated in the usurious lending scheme at issue in this case. As a result of this conduct, Plaintiffs allege that Defendants violated the Racketeer Influenced and Corrupt Organizations Act ("RICO"), which was expressly enacted "to seek the eradication of organized crime in the United States," including loan sharking. Pub. L. 91–452, § 1. Together with the defendants in *Fitzgerald* and others, Defendants knowingly participated in the operation of and conspired with other members of the enterprise to profit from the usurious loans.

6. Plaintiffs also assert class common law claims for unjust enrichment and civil conspiracy. In similar cases, this Court has repeatedly found that "any money paid on a void contract" constitutes "a benefit for the purposes of an unjust enrichment" claim. *Williams v. Big Picture Loans, LLC*, 339 F.R.D. 46, 63 (E.D. Va. 2021); *see also Gibbs v. Haynes Invs., LLC*, 368 F. Supp. 3d 901, 934 (E.D. Va. 2019) (finding plaintiffs stated a claim against a non-tribal entity who received 1% of the illegal loans); *Hengle v. Asner*, 433 F. Supp. 3d 825, 896 (E.D. Va. 2020) (same). This Court has also found civil conspiracy can apply to participants, such as the individual defendants, who facilitate the scheme. Accordingly, under these common law theories, Plaintiffs

seek to recover all amounts paid on their and other class members' loans, as well as their costs and attorneys' fees.

JURISDICTION

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

8. This Court has personal jurisdiction over Defendants because RICO authorizes nationwide service of process. As a result, personal jurisdiction over a defendant may be exercised anywhere in the United States so long as it does not violate the Fifth Amendment. *ESAB Grp., Inc. v. Centricut, Inc.*, 126 F.3d 617 (4th Cir. 1997). Because Defendants are all residents of the United States, the Court has personal jurisdiction over them under the Fifth Amendment.

9. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) because a substantial part of the events giving rise to Plaintiffs' claims occurred in Virginia, including in this District and Division, where Plaintiff Bradby resides. The lending entities identified in this Complaint conduct business solely through their respective websites. The entities each deploy uniform algorithms and coding on these websites that take information input by a prospective borrower and nearly-instantaneously determines whether and on what terms to issue a loan to the borrower, generating a loan contract based on those automated decisions. During the relevant period, the server hosting the websites for three of these entities—Bridge Lending, Evergreen Services, and Radiant Cash—is or has been located in Ashburn, Virginia. Thus, the loan applications submitted by Plaintiffs and the putative class members to these entities, which form part of the Usurious Lending Enterprise identified in this Complaint in which all Defendants participated, were each submitted and processed through Virginia-based servers located in this District.

10. Venue is also proper in this Court pursuant to 28 U.S.C. § 1965(a) because

Defendants transacted their affairs in Virginia through their participation in a conspiracy and a lending enterprise targeting Virginia consumers. In the alternative, venue is proper in this Court pursuant to 28 U.S.C. § 1391(b)(3) because Defendants are residents of different states and there is no single district where this action could otherwise be brought.

PARTIES

A. The Named Plaintiffs

11. Plaintiff James Bradby is a natural person and resident of this Division.

12. Plaintiff Kimberly Webb is a natural person and resident of North Carolina.

13. Plaintiff Raymond DiGiorgio is a natural person and resident of Florida.

14. Plaintiff Ashley Hicks is a natural person and resident of California.

15. Plaintiff Ronald Shores is a natural person and resident of California.

16. Plaintiff Rachael Simpson is a natural person and resident of California.

17. Plaintiff Martin Rowland is a natural person and resident of California.

18. Plaintiff Shelley Thomas is a natural person and resident of Michigan.

19. Plaintiff Angel Barragan is a natural person and resident of California.

20. Plaintiff Justin Reagan is a natural person and resident of Florida.

21. Plaintiff Kevin Savaski is a natural person and resident of Mississippi.

22. Plaintiff Sandra Ray is a natural person and resident of Michigan.

23. Plaintiff David Eland is a natural person and resident of Michigan.

24. Plaintiff Diana Matthews is a natural person and resident of Texas.

25. Plaintiff David Ciotti is a natural person and resident of Maryland.

26. Plaintiff Brad Smith is a natural person and resident of Missouri.

27. Plaintiff Channelle Howell is a natural person and resident of Missouri.

28. Plaintiff Robin Brown is a natural person and resident of California.

29. Plaintiff Michael Waller is a natural person and resident of Pennsylvania.

30. Plaintiff James Lawson is a natural person and resident of Florida.

31. Plaintiff Huberta Lewis is a natural person and resident of Arizona.

32. Plaintiff Melissa Melson is a natural person and resident of Michigan.

33. Plaintiff Jamie Dipino is a natural person and resident of Washington.

34. Plaintiff Gwendolyn Robinson is a natural person and resident of Illinois.

B. The Settling Defendants

35. Defendant Vivus Servicing, Ltd. ("Vivus) is a company formed under the laws of Canada. As early as August 5, 2023, Vivus entered into a "servicing agreement" with the LDF, which provided it with the exclusive right to originate, renew, service, and collect loans made in the name of Niiwin, LLC d/b/a Lendgreen ("Lendgreen"). Among other things and typical of the tribal lending model, the servicing agreement provided Vivus (and hence its owners and managers) with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections. Because they ran the operations, Defendant Vivus received virtually all of the profits from the usurious loans made in the name of Lendgreen—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

36. Defendant AS 4finance, Ltd. ("4finance") is a company formed under the laws of Canada. 4finance is the parent company of Vivus. According to a declaration from its manager, 4finance specializes in providing operational and administrative services to digital consumer lenders and loan servicing companies in North America. After Vivus entered into the servicing agreement with Lendgreen, Vivus assigned those rights to 4finance. Upon information and belief, the rights assigned to 4finance included authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and

collections. Thus, although the servicing agreement was technically with Vivus, 4finance was the company that actually handled the day-to-day responsibilities of the Lendgreen portfolio.

37. Defendant Mark Bettiol is a natural person and resident of Canada. Bettiol is the former chief executive officer and managing director of 4finance. According to his profile on LinkedIn, Bettiol built 4finance from "start up to over 200 employees," and established "all key organization functions," including "marketing, sales, collections, software development, risk & analytics." Ex. 2. Bettiol's profile further boasts that he built "from 0 to loan volume over $100M in six years," as well as established "innovative business models" that "managed 3 brands in 44 States." *Id*. Upon information and belief, one of these brands was Lendgreen; and Bettiol personally signed the servicing agreement on behalf of Vivus for the establishment, implementation, and operation of Lendgreen.

38. Defendant Mary Jo Walker is a natural person and resident of Canada. Walker the former managing director of 4finance's operations in the United States. In this capacity, Mary Jo Walker personally participated in and directly oversaw the illegal lending through Lendgreen, including oversight of the marketing, underwriting, servicing, vendor selection and maintenance, loan administration, and collections. Upon information and belief, Mary Jo Walker was the primary point of contact between LDF and 4finance and frequently communicated with the LDF for the purposes of furthering the illegal lending through Lendgreen.

39. Defendant Diwakar "Dee" Choubey is a natural person and resident of New York. Diwakar Choubey was the co-founder and manager of HarrowGate Capital I, LLC ("HarrowGate"), which he co-founded to facilitate the making and collection of the usurious loans originated in the name of Ishwaaswi, LLC d/b/a Radiant Cash ("Radiant"). Choubey is also the co-founder and CEO of Defendant MoneyLion, a nationwide payday lender whose employees, at Choubey's direction, provide the operational and technical support for Radiant's lending operation,

including designing and maintaining Radiant's website, providing customer servicing support for Radiant loans, and also providing funding for the loans themselves. As detailed below, Diwakar Choubey personally participated in and oversaw the illegal lending enterprise alleged herein, rendering him personally liable.

40. Defendant Richard Correia is a natural person and resident of New York. Richard Correia was the co-founder and manager of Defendant Salt Lake Capital, LLC, as well as the President, Chief Financial Officer and Treasurer of Defendant MoneyLion Technologies, Inc. Through his roles at Salt Lake Capital and MoneyLion, Correia has directed the issuing and servicing of loans by Radiant. As detailed below, Richard Correia personally participated in and oversaw the illegal lending enterprise alleged herein, rendering him personally liable

41. Defendant MoneyLion Technologies Inc. ("MoneyLion") is a Delaware corporation based in New York, which was co-founded by Choubey. Through its digital technology platform, including its website and mobile app, since at least 2013, MoneyLion has offered and brokered online installment loans, engaged in the servicing and collection of such loans, and provided other financial products and services to consumers, as described below. Upon information and belief and as detailed below, MoneyLion has directed and controlled the lending, servicing, and collections activities of Radiant, including providing capital for loan origination; marketing support; website registration, design, and technical support; operating a call center for Radiant; and transactional and payment services through its employees.

42. Defendant Salt Lake Capital, LLC ("Salt Lake Capital") is a Delaware limited liability company founded and managed by Correia and Choubey. Upon information and belief, Salt Lake Capital is a subsidiary of MoneyLion. As early as February 2017, Salt Lake Capital entered into a "servicing agreement" with the LDF, which provided it with the exclusive right to originate, renew, service, and collect loans made in the name of Radiant. Among other things and

typical of the tribal lending model, the servicing agreement provided Salt Lake Capital (and hence its owners and managers, including Correia and Choubey) with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections. Because they ran the operations, Defendant Salt Lake Capital and its owners, managers, and investors received virtually all of the profits from the usurious loans made in the name of Radiant—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

43. Defendant HarrowGate Capital I LLC ("HarrowGate") is a Delaware limited liability company founded and managed by Defendant Choubey. As early as October 2013, HarrowGate issued loans to Radiant. The purpose of these loans was to provide the capital to implement, operate, and maintain the consumer loan portfolio originated in the name of Radiant. Upon information and belief, and typical of other "loan agreements" used to facilitate the tribal business model, the loan agreement(s) underlying these loans provided HarrowGate (and, hence, Choubey) with: (1) access to the books and records for Radiant; (2) deposit control agreements; (3) prioritized disbursements; (4) granting of a security interest in the loans; (5) restrictions on the use of the proceeds; (6) servicing requirements for the collection of the loans, including the use of certain third parties; (7) prohibitions on the change of business policies; (8) rights to assume the business in the event of default on the repayment of the capital; and (9) waivers of sovereign immunity for the Tribe and its entities.

44. As noted in footnote 1, *supra*, each of the Defendants named herein as identified in Paragraphs 35-43 above were also named as defendants in the *Bradby I* action and are party to this severed action in accordance with the Stipulation and Agreement of Settlement they executed with the Plaintiffs to resolve the claims asserted against them in the *Bradby I* case, and which are now asserted herein. The above-named Defendants identified in Paragraphs 35-43 are referred to

collectively as the "Defendants" or "Settling Defendants" herein.

C. The Other Alleged Enterprise Participants Named as Defendants in *Bradby I*

45. In addition to the above-described Settling Defendants named herein, each of the persons identified in Paragraphs 46-60 below was also named as a defendant in *Bradby I* owing to their participation in the alleged Usurious Lending Enterprise that is the subject of both this severed action and the *Bradby I* case. Together, the Settling Defendants (each having been named as a defendant in the original *Bradby I* Complaint) and the persons identified in Paragraphs 46-59 below (each remaining as a non-settling defendant in *Bradby I*) shall be referred to collectively as the "*Bradby I* Defendants" herein.

46. *Bradby I* Defendant Dan Koetting is a natural person and resident of San Diego, California. Dan Koetting is the co-founder and manager of GDA Consulting Group, LLC ("GDA"), which he co-founded to facilitate the making and collection of the usurious loans originated in the name of Biboon, LLC, d/b/a Bridge Lending Solutions ("Bridge Lending"). Dan Koetting is the co-founder and manager of Envision Management, LLC ("Envision Management"), which he created to facilitate the making and collection of the usurious loans originated in the name of Opichi, LLC d/b/a Evergreen Services ("Evergreen Services"). As detailed below, Dan Koetting personally participated in and oversaw the illegal lending enterprise alleged herein.

47. *Bradby I* Defendant Jairo Perez ("Perez") is a natural person and resident of San Diego, California. Along with Dan Koetting, Perez is a co-founder and manager of GDA Consulting Group, LLC, which he and Dan Koetting created to facilitate the making and collection of the usurious loans originated in the name of Bridge Lending. Perez is also the co-founder and manager of Envision Management, LLC, which he created to facilitate the making and collection of the usurious loans originated in the name of Evergreen Services. As detailed below, Mr. Perez personally participated in and oversaw the illegal lending enterprise alleged herein.

48. *Bradby I* Defendant GDA Consulting Group, LLC, is a limited liability company formed under the laws of Delaware. As early as August 18, 2017, GDA entered into a "servicing agreement" with the LDF, which provided Dan Koetting, Jairo Perez, and GDA with the exclusive right to originate, renew, service, and collect loans made in the name of Bridge Lending. Among other things and typical of the tribal lending model, the servicing agreement provided GDA (and hence Dan Koetting and Perez) with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections. Because they ran the operations, GDA, Dan Koetting and Perez received virtually all of the profits from the usurious loans made in the name of Bridge Lending—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

49. *Bradby I* Defendant Benchmark Consulting and Management, LLC ("BCM"), is a limited liability company formed under the laws of Delaware. Upon information and belief, BCM is owned, managed, and operated by Dan Koetting and Jairo Perez. On May 1, 2023, BCM entered into a similar servicing agreement with Biboon, LLC, which provided Dan Koetting, Jairo Perez, and BCM with the continued right to originate, renew, service, and collect loans made in the name of Bridge Lending. Just like the previous agreement, the new arrangement provided BCM (and hence Dan Koetting and Perez) with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections. Because they ran the operations, BCM, Dan Koetting and Perez continued to receive virtually all of the profits from the usurious loans made in the name of Bridge Lending.

50. *Bradby I* Defendant Envision Management, LLC, is a limited liability company formed under the laws of Delaware. Upon information and belief, Envision Management is owned, managed, and operated by Dan Koetting and Jairo Perez. As early as December 1, 2020, Envision Management entered into a "servicing agreement" with the LDF, which provided Dan Koetting,

Jairo Perez, and Envision Management with the exclusive right to originate, renew, service, and collect loans made in the name of second portfolio entitled Evergreen Services. Among other things and typical of the tribal lending model, the servicing agreement provided Evergreen Services (and hence Dan Koetting and Perez) with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections. Because they ran the operations, Envision Management, Dan Koetting and Perez received virtually all of the profits from the usurious loans made in the name of Evergreen Services—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

51. *Bradby I* Defendant KP Investment Group, LLC ("KP Investment"), is a limited liability company formed under the laws of Delaware. Upon information and belief, KP Investment Group is owned, managed, and operated by Dan Koetting and Jairo Perez. As early as September 5, 2017, KP Investment entered into a loan agreement with Bridge Lending. The purpose of this loan was to provide the capital to implement, operate, and maintain the consumer loan portfolio originated in the name of Bridge Lending. Upon information and belief, and typical of other "loan agreements" used to facilitate the tribal business model, the loan agreement provided KP Investment Group (and, hence, Dan Koetting and Perez) with: (1) access to the books and records for Bridge Lending; (2) deposit control agreements; (3) prioritized disbursements; (4) granting of a security interest in the loans; (5) restrictions on the use of the proceeds; (6) servicing requirements for the collection of the loans, including the use of certain third parties; (7) prohibitions on the change of business policies; (8) rights to assume the business in the event of default on the repayment of the capital; and (9) waivers of sovereign immunity for the Tribe and its entities.

52. *Bradby I* Defendant Mark Koetting is a natural person and resident of San Diego, California. Mark Koetting is the co-founder and manager of MRC Consulting, LLC, which he co-

founded to facilitate the making and collection of the usurious loans originated in the name of Anong, LLC d/b/a Avail Blue ("Avail Blue"). As detailed below, Mark Koetting personally participated in and oversaw the illegal lending enterprise alleged herein.

53. *Bradby I* Defendant Russell Myrick ("Myrick") is a natural person. Along with Mark Koetting, Russell Myrick is a co-founder and manager of MRC Consulting, LLC, which was created to facilitate the making and collection of the usurious loans originated in the name of Avail Blue. As detailed below, Mr. Myrick personally participated in and oversaw the illegal lending enterprise alleged herein.

54. *Bradby I* Defendant MRC Consulting, LLC ("MRC"), is a limited liability company formed under the laws of Delaware. As early as August 18, 2017, MRC entered into a "servicing agreement" with the LDF, which provided Mark Koetting, Russell Myrick, and MRC with the exclusive right to originate, renew, service, and collect loans made in the name of Avail Blue. Among other things and typical of the tribal lending model, the servicing agreement provided MRC (and hence Mark Koetting and Myrick) with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections. Because they ran the operations, MRC, Mark Koetting and Myrick received virtually all of the profits from the usurious loans made in the name of Avail Blue—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

55. *Bradby I* Defendant PG2, LLC ("PG2") is a limited liability company formed under the laws of Delaware. Upon information and belief, PG2 is owned, managed, and operated by Mark Koetting and Myrick. As early as September 6, 2017, PG2 entered into a loan agreement with Avail Blue. The purpose of this loan was to provide the capital to implement, operate, and maintain the consumer loan portfolio originated in the name of Avail Blue. Upon information and

belief, and typical of other "loan agreements" used to facilitate the tribal business model, the loan agreement provided PG2 (and, hence, Mark Koetting and Myrick) with: (1) access to the books and records for Avail Blue; (2) deposit control agreements; (3) prioritized disbursements; (4) granting of a security interest in the loans; (5) restrictions on the use of the proceeds; (6) servicing requirements for the collection of the loans, including the use of certain third parties; (7) prohibitions on the change of business policies; (8) rights to assume the business in the event of default on the repayment of the capital; and (9) waivers of sovereign immunity for the Tribe and its entities.

56. *Bradby I* Defendant Jesus Diaz ("Diaz") is a natural person and resident of Florida. Diaz is the founder and co-owner of Unified Analytics, LLC and National Techmark, Inc. Diaz personally participated in and directly oversaw the illegal lending through National Small Loan, including oversight of the marketing, underwriting, servicing, vendor selection and maintenance, loan administration, and collections. Upon information and belief, Diaz frequently communicated with the LDF for the purposes of furthering the illegal lending through National Small Loan.

57. *Bradby I* Defendant Oscar Rodriguez ("Rodriguez") is a natural person and resident of Florida. Together with Diaz, Rodriguez is the founder and co-owner of Unified Analytics, LLC and National Techmark, Inc. Rodriguez personally participated in and directly oversaw the illegal lending through National Small Loan, including oversight of the marketing, underwriting, servicing, vendor selection and maintenance, loan administration, and collections. Upon information and belief, Diaz frequently communicated with the LDF for the purposes of furthering the illegal lending through National Small Loan.

58. *Bradby I* Defendant Unified Analytics, LLC is a Florida limited liability company based in Gainesville, Florida. As early as June 9, 2015, Unified Analytics entered into a "servicing agreement" with the LDF, which provided it with the exclusive right to originate, renew, service,

and collect loans made in the name of National Small Loan. Among other things and typical of the tribal lending model, the servicing agreement provided Unified Analytics (and hence its owners and managers, including Diaz and Rodriguez) with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections. Because they ran the operations, Unified Analytics and its owners, managers, and investors received virtually all of the profits from the usurious loans made in the name of National Small Loan—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

59. *Bradby I* Defendant National Techmark, Inc., NIS ("Techmark") is a Florida corporation based in Gainesville, Florida. As early as June 9, 2015, Techmark issued loans to National Small Dollar. The purpose of these loans was to provide the capital to implement, operate, and maintain the consumer loan portfolio originated in the name of National Small Dollar. Upon information and belief, and typical of other "loan agreements" used to facilitate the tribal business model, the loan agreement(s) underlying these loans provided Techmark (and, hence, Rodriguez and Diaz) with: (1) access to the books and records for National Small Dollar; (2) deposit control agreements; (3) prioritized disbursements; (4) granting of a security interest in the loans; (5) restrictions on the use of the proceeds; (6) servicing requirements for the collection of the loans, including the use of certain third parties; (7) prohibitions on the change of business policies; (8) rights to assume the business in the event of default on the repayment of the capital; and (9) waivers of sovereign immunity for the Tribe and its entities.

60. *Bradby I* Defendants John Doe Nos. 1-20 are the as-yet unknown individuals and business organizations that designed, are operating, and have extracted most of the revenue from the Usurious Lending Enterprise alleged herein. Their identity, which has been hidden as a key part of the underlying scheme, will be the subject of further discovery in the *Bradby I* litigation.

FACTUAL BACKGROUND

A. State usury and licensing laws protect consumers from usurious loans.

61. "From times immemorial," state governments have sought to "protect desperately poor people from the consequences of their own desperation" through usury laws. *Otoe-Missouria Tribe of Indians v. N.Y. State Dep't of Fin. Servs.*, 974 F. Supp. 2d 353, 356 (S.D.N.Y. 2013).

62. Typically, state usury laws involve: (1) an interest rate cap; and/or (2) a licensing requirement for lenders. Almost every state in the country has enacted one or both of these requirements, including Virginia, North Carolina, Florida, California, Michigan, Mississippi, Texas, Maryland, Missouri, Washington, Pennsylvania, Arizona, and Illinois, *i.e.*, the home states of each of the Plaintiffs where they applied for, received, and repaid their loans.

i. Virginia

63. Virginia's "usury laws serve a beneficial public purpose and are to be liberally construed with a view to advance the remedy and suppress the mischief." *Radford v. Cmty. Mortg. & Inv. Corp.*, 226 Va. 596, 601 (1984). The Supreme Court of Virginia has repeatedly acknowledged that Virginia's "usury statutes represent a clarification of the public policy of the state that usury is not to be tolerated, and the court should therefore be chary in permitting this policy to be thwarted." *See, e.g.*, *id*. (quoting *Heubusch & Reynolds v. Boone*, 213 Va. 414 (1972)).

64. In accordance with this policy, Virginia's general usury statute—absent certain exceptions not applicable in this case—provides that "no contract shall be made for the payment of interest on a loan at a rate that exceeds 12 percent per year." Va. Code § 6.2-303(A).

65. In addition to the general usury laws embodied in Virginia's chapter entitled "Interest and Usury," Virginia's legislature has enacted the Consumer Finance Act ("CFA"), which is "part of a comprehensive statutory, financial, and regulatory structure dating back to at least 1918," when it was known as the Small Loan Act. *Commonwealth v. NC Fin. Sols. of Utah, LLC*,

100 Va. Cir. 232, at *5 (2018).

66. The legislature enacted this statute because "the conduct of such business has long been the cause of general complaint and of much hardship and injustice to borrowers, and there is no regulation or provision of law which has proved effective for the protection of borrowers and for the punishment of usurious money lenders." *Id*. (quoting 1918 Va. Acts, ch. 402.); *see also Sweat v. Commonwealth*, 152 Va. 1041, 1057 (1929) (explaining that legislature enacted the Act in response "money loan sharks and salary-buyers").

67. Unlike the general usury statutes, the CFA "requires all who engage in the business of making noncommercial personal loans in Virginia to be licensed, and therefore regulated and supervised by the [Secretary of the Commonwealth]." *NC Fin. Sols. of Utah, LLC*, 100 Va. Cir. 232, at *6 (citing Va. Code § 6.2-1501(A)).

68. "The Legislature intended such lenders be subject to distinct scrutiny, including examination of their affairs and records no less than once every three years." *Id*. (citing Va. Code § 6.2-1531).

69. Critically, "[n]o distinction is made in the statute between domestic or foreign-based lending entities," *id*., such as tribal lenders.

70. If a person violates the interest rate cap, the CFA imposes severe consequences, including criminal liability and forfeiture of all principal, interest, and any charges related to the loan. Va. Code § 6.2-1540 (making it a class 2 misdemeanor for any person who violates or participates in the violation of Virginia's interest rate cap); Va. Code § 6.2-1541(A) (declaring such loans "void" and principal uncollectible).

ii. North Carolina

71. In North Carolina, the legal interest rate chargeable to consumers is 8%. N.C. Gen. Stat. § 24-1.

72. Where a written contract exists, for loans with a principal amount of less than $25,000, North Carolina's maximum interest rate permitted is the greater of (1) "the latest published noncompetitive rate for U.S. Treasury bills with a six-month maturity as of the fifteenth day of the month plus 6%" rounded to nearest half percent, or (2) 16%. N.C. Gen. Stat. § 24-1.1(c).

73. Charging consumers more than the maximum interest rate—regardless of whether the interest has been paid or not—results in a forfeiture of the entire interest. N.C. Gen. Stat. § 24-2. If the interest has been paid, the borrower may recover twice the amount of interest paid. *Id.*

74. North Carolina's Consumer Finance Act ("CFA") provides that for loans of $15,000 or less, a consumer lender may not charge interest greater than that permitted by Chapter 24 of the General Statutes without first obtaining a license from the North Carolina Commissioner. N.C. Gen. Stat. §§ 53-166(a), 53-168.

75. Unlicensed venders who issue loans exceeding the maximum interest rate are guilty of a Class 1 misdemeanor. N.C. Gen. Stat. § 53-166(c). Additionally, the entire loan becomes void, and the party in violation "shall not collect, receive, or retain any principal or charges whatsoever with respect to the loan." *Id.* § 53-166(d).

76. None of the *Bradby I* Defendants, including none of the Settling Defendants named herein, were ever licensed to make consumer loans in North Carolina.

iii. Florida

77. Similarly, Florida has enacted usury laws that prohibit lenders from making high interest loans.

78. The Florida legislature passed laws prohibiting usury as early as 1822, before

Florida even became a state in 1845.[2] As the Florida Supreme Court noted, "The very purpose of statutes prohibiting usury is to bind the power of creditors over necessitous debtors and prevent them from extorting harsh and undue terms in the making of loans." *Chandler v. Kendrick*, 146 So. 551, 552 (Fla. 1933).

79. Pursuant to Florida Statute § 687.03, interest rates greater than 18% per annum on loans in the amount of $500,000 or less are usurious. Those who violate the usury provisions must forfeit "the entire interest so charged, or contracted to be charged" and double the amount of usurious interest paid. Fla. Stat. § 687.04.

80. Additionally, in Florida, lenders must be licensed by the Office of Financial Regulation, and loans of $25,000 or less with interest exceeding 18% per annum are void and unenforceable. Fla. Stat. § 516.02(1-2). Even with a license, a lender may not charge interest exceeding 30% on the first $3,000 of the principal amount, 24% on the part of the principal amount exceeding $3,000 and up to $4,000, and 18% on that part of the principal amount exceeding $4,000 and up to $25,000. Fla. Stat. § 516.031(1). Neither the *Bradby I* Defendants, including each of the Settling Defendants named herein, nor the LDF Lending Entities have obtained licenses to make loans in Florida.

81. If a lender (licensed or unlicensed) charges interest greater than legally permitted, the loan is void and unenforceable. Fla. Stat. § 516.02(2)(c).

82. Further, under Florida law, it is a criminal offense to make usurious loans at rates of 25% of higher. Fla. Stat. § 687.071. Loan contracts in excess of the 25% threshold triggering criminal liability for usury are similarly "void as against the public policy of the state as established

[2] *See* Jeremiah W. Blydenburgh, *A Treatise On The Law Of Usury; To Which Are Added, The Statutes Of Several States Relating To Interest Now In Force*, 172 (1844), *available at* https://books.google.com/books?id=6Fk9AAAAIAAJ&printsec=frontcover&source=gbs_ge_summary_r&cad=0#v=onepage&q&f=false.

by its Legislature." *Richter Jewelry Co. v. Schweinert*, 169 So. 750, 758–59 (Fla. 1935).

83. The Florida Attorney General has made clear that payday loans and similar loans are subject to Florida's usury laws. Fla. AGO 2000-26 (Fla. A.G.), 2000 WL 543211.

iv. California

84. Recognizing that "[u]sury—the charging of excessive interest rates—is an ancient concept dating back to the earliest commercial civilizations," California, which was founded in 1850, has regulated maximum interest rates since 1872. Robert R. Rickett, *California's Model Approach to Usury*, 18 Stan. L. Rev. 1381 (1966).

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

86. Under the California Constitution, "unless a lender falls into one of the exemptions approved by the state legislature, it may not charge more than 10% interest per annum on a loan." *Dev. Acquisition Group, LLC v. EA Consulting, Inc.*, 776 F. Supp. 2d 1161, 1164 (E.D. Cal. 2011) (citing Cal. Const. Art. XV § 1).

87. "California state law currently limits the amount collected on a loan to "twelve dollars upon one hundred dollars for one year," or 12 percent. Cal. Civ. Code § 1916-2. "Any agreement or contract of any nature in conflict with [the interest rate cap] shall be null and void as to any agreement or stipulation therein contained to pay interest and no action at law to recover interest in any sum shall be maintained and the debt can not be declared due until the full period of time it was contracted for has elapsed." *Id.*

88. Thus, "[a]n interest rate in excess of [12%] is usurious, and if a lender negotiates a loan at a usurious rate absent a qualified exemption, the agreement shall be void and the lender

will have no action at law to recover any interest." *Dev. Acquisition Grp.*, 776 F. Supp. 2d at 1164 (citing Cal. Civ. Code § 1916-2).

89. California law further provides that any person who pays any amount exceeding the interest-rate cap may recover "treble the amount of the money so paid or value delivered in violation of said [cap]." Cal. Civ. Code § 1916-3(a).

90. California has also deemed the willful lending of usurious loans without a license a felony "punishable by imprisonment in the state prison for not more than five years or in the county jail for not more than one year." Cal. Civ. Code § 1916-3(b).

91. In addition to abiding by California's usury cap, lenders issuing loans to California residents are also required to obtain a license under the California Financing Law. *See* Cal. Fin. Code §§ 22000*, et seq.*

92. Even if licensed, moreover, a licensee is still limited in the interest rates it can charge based on the unpaid principal balance remaining. *See* Cal. Fin. Code § 22303 (setting, for example, a "two and one-half percent per month" rate maximum on "that part of the unpaid principal balance . . . up to, including, but not in excess of [$225]," while limiting the rate for the portion between $225 and $900 to 2 percent, and the rate for $900-$1,650 to 1.5 percent).

93. Loans willfully issued by even unlicensed lenders in violation of these requirements are deemed "void" and "no person has any right to collect or receive any principal, charges, or recompense in connection with the transaction." Cal. Fin. Code § 22750.

94. Those who willfully violate the licensing requirements are also subject to fines and imprisonment. Cal. Fin. Code §§ 22753, 22780.

95. California's usury laws "are primarily designed to penalize those who take advantage of 'unwary and necessitous borrowers.'" *Dev. Acquisition Grp.*, 776 F. Supp. 2d at 1166 (quoting *Fox v. Peck Iron & Metal Co.*, 25 B.R. 674, 692-93 (Bankr. S.D. Cal. 1982)).

96. Lending at usurious interest rates also constitutes a violation of 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.

v. Michigan

97. When read together, Michigan's "pertinent statutes and caselaw provide a 'definite indication' that the public policy behind Michigan's usury statutes is to protect borrowers from excessive interest rates imposed by lenders." *Soaring Pine Cap. Real Est. & Debt Fund II, LLC v. Park St. Grp. Realty Servs., LLC*, 511 Mich. 89, 102 (2023).

98. "Consistently with this history, Michigan, since statehood, has enacted statutes imposing a fixed cap on the interest rate lenders may charge on certain loans while providing borrowers a mechanism for enforcing this limitation." *Id*. at 105.

99. Although there are certain exceptions not applicable here, "the generally applicable civil usury rate has consistently hovered around the level set by the 1838 statute," which is 5%, or 7% if stipulated in writing. *Id*. (citing MCL 438.31).

100. Moreover, Michigan criminalizes usury on any loan at a rate exceeding 25%. Mich. Comp. Laws Ann. § 438.41.

vi. Mississippi

101. "A contract for usurious interest is a corrupt contract, and is violative of the public policy of" Mississippi. *Kennedy v. Porter*, 170 So. 286, 288 (Miss. 1936).

102. Because the "public policy of the State condemns usury," Mississippi's "statute provides for the forfeiture of principal and interest if a rate in excess of 20% is contracted for or received." *Richardson v. Cortner*, 232 Miss. 885, 891 (1958).

vii. Maryland

103. Maryland law, Md. Code, Com. Law § 12-306, prohibits lenders from making

consumer loans to Maryland residents in excess of 24% or 33% depending on the size of the loan.

104. Moreover, no person may make a loan under Maryland's Consumer Loan Law without being licensed by the Maryland Commissioner of Financial Regulation. Md. Code, Com. Law § 12-302; Md. Code, Fin. Inst. § 11-204. Md. Code, Com. Law § 12-314 provides that a person "who is neither a licensee nor exempt from licensing may not receive or retain any principal, interest, or other compensation with respect to any loan that is unenforceable under this subsection." Neither the *Bradby I* Defendants, including the Settling Defendants named herein, nor the LDF Lending Entities have obtained licenses to make loans in Maryland.

105. Because Defendants violated Maryland's licensing and interest rate requirements, it was unlawful for any person, including Defendants, to collect or receive any interest, fees, or charges on the loans. Md. Code, Com. Law § 12-314.

106. For willful violations, like those committed here, Maryland law allows consumers to recover principal, interest, or other compensation paid to any of the *Bradby I* Defendants with respect to all loans. Md. Code, Com. Law § 12-313.

viii. Missouri

107. It is "generally accepted in" Missouri that "usury laws form a part of the public policy of the state." *Julian v. Burrus*, 600 S.W.2d 133, 140 (Mo. Ct. App. 1980).

108. In Missouri, the maximum allowable interest rate is ten percent per annum. Mo. Ann. Stat. § 408.030(1) ("Parties may agree, in writing, to a rate of interest not exceeding ten percent per annum on money due or to become due upon any contract, including a contract for commitment[.]").

109. "If a rate of interest greater than" 10% is paid, the person paying the same "may recover twice the amount of interest thus paid[.]" *Id*. at § 408.030(1)

ix. Washington

110. Washington's usury laws were "enacted in order to protect the residents of this state from debts bearing burdensome interest rates" and "in recognition of the duty to protect our citizens from oppression." RCW 19.52.005.

111. In Washington, the maximum allowable interest rate is twelve percent per annum. RCW 19.52.020(1); *see also* RCW 19.52.025; State Maximum Interest Rate, *available at* http://leg.wa.gov/CodeReviser/Documents/rates.htm. "No person shall directly or indirectly take or receive in money, goods, or things in action, or in any other way, any greater interest for the loan or forbearance of any money, goods, or things in action." RCW 19.52.020(1).

112. If interest greater than the statutory maximum of twelve percent is directly or indirectly contracted for, received, or reserved, the contract is usurious. RCW 19.52.030.

113. If a usurious interest rate is charged, the creditor shall be entitled to collect only the principal amount of the loan, less the amount of interest accruing thereon, and if any interest was actually paid, the creditor shall be entitled to collect only the principal amount less twice the amount of the interest paid and less the amount of all accrued by unpaid interest. RCW 19.52.030. A plaintiff may seek application of these statutory penalties by bringing an action under RCW 19.52.032.

114. RCW Chapter 19.52 applies to loans made to any person residing in Washington at the time the loan was made, regardless of the location where the loan was made. RCW 19.52.034.

115. In addition to a statutory usury claim entitling a plaintiff to recover the penalties provided in RCW 19.52.030, entering into or transacting a usurious contract constitutes a per se unfair act or practice in the conduct of commerce for purposes of establishing a claim under the Washington Consumer Protection Act. RCW 19.52.036.

x. Pennsylvania

116. Pennsylvania has a clearly delineated public policy against usurious. *See Olwine*

v. Torrens, 236 Pa.Super. 51, 56, 344 A.2d 665 (1975) ("[t]he statute against usury forms a part of the public policy of [Pennsylvania] and cannot be evaded by any circumvention or waived by the debtor"); *Pennsylvania Dep't of Banking v. NCAS of Delaware, LLC*, 596 Pa. 638, 649 (2008) ("It is well established that Commonwealth public policy prohibits usurious lending, a prohibition that has been recognized for well over 100 years.").

117. Consistent with this public policy, Pennsylvania caps interest rates at 6% for unlicensed lenders. 41 Pa. Stat. Ann. § 201 ("the maximum lawful rate of interest for the loan or use of money in an amount of fifty thousand dollars ($50,000) or less in all cases where no express contract shall have been made for a less rate shall be six per cent per annum.")

118. Despite Pennsylvania's clearly delineated public policy and interest rate cap, the *Bradby I* Defendants, which includes the Settling Defendants named herein, knowingly made loans with triple digit interest rates to Pennsylvanians like Plaintiff Michael Waller.

xi. Arizona

119. Arizona limits the interest rate on "any loan, indebtedness or obligation other than medical debt . . . [to] ten percent a year." Ariz. Rev. Stat. Ann. § 44-1201(A)(2).

120. Lenders who issue loans exceeding this amount must forfeit all interest, and borrowers are entitled to judgment for all amounts paid in excess of the usurious rate. *Id.* §§ 44-1203, 1204.

xii. Texas

121. Texas limits the "maximum rate or amount of interest" on a loan to "10 percent a year except as otherwise provided by law." Tex. Fin. Code § 302.001(b).

122. Lenders who issue loans exceeding the legal rate must "refund the amount of the excess to the borrower" or otherwise credit it against the lawful amounts owed. *Id.* § 302.101.

123. Failure to refund or credit the usurious amount on a consumer loan renders the lender liable to the borrower for "the greater of: (1) three times the amount computed by subtracting the amount of interest allowed by law from the total amount of interest contracted for, charged, or received; or (2) $2,000 or 20 percent of the amount of principal, whichever is less." *Id.* § 305.001(a); *see also id.* § 305.003.

124. And if the interest charged and received by the lender on a consumer loan is more than twice the legal rate, the lender is liable for "the principal amount on which the interest is charged and received" and "the interest and all other amounts charged and received." *Id.* § 305.002.

125. Texas law also makes the lender liable for the borrower's attorney's fees. *Id.* § 305.005.

xiii. Illinois

126. Illinois has passed an act directed at predatory lending such as those issued to Plaintiffs here. *See* 815 Ill. Comp. Stat. §§ 123/15-1-1, *et seq.* (Illinois Predatory Loan Prevention Act).

127. Under the Predatory Loan Prevention Act, a lender may not "contract for or receive charges exceeding a 36% annual percentage rate on the unpaid balance of the amount financed for a loan." *Id.* § 123/15-5-5. Loans with rates exceeding this cap are "null and void and no person or entity shall have any right to collect, attempt to collect, receive, or retain any principal, fee, interest, or charges related to the loan." *Id.* § 123/15-5-10.

128. The Act further prohibits persons and entities from evading its requirements by "purport[ing] to act as an agent, service provider, or in another capacity for another entity that is exempt from this Act," including by "hold[ing], acquir[ing], or maintain[ing], directly or indirectly, the predominant economic interest in the loan," or when "the totality of the

circumstances indicate that the person or entity is the lender and the transaction is structured to evade the requirements of this Act," such as when the "person or entity . . . predominantly designs, controls, or operates the loan program." *Id.* § 123/15-5-15(b).

129. A violation of the Predatory Loan Prevention Act is considered a violation of the Illinois Consumer Fraud and Deceptive Business Practices Act, which entitles the borrower to actual and punitive damages. *Id.* § 123/15-10-5(b); 815 Ill. Compl. Stat. § 505/10a.

130. Illinois has also enacted a comprehensive statute to regulate the issuance of payday loans, which are loans with a term of less than 120 days. *See* 815 Ill. Comp. Stat. §§ 122/1-1, *et seq.* (Illinois Payday Loan Reform Act).

131. In relevant part, the Act prohibits a lender of payday loans from "contract[ing] for or receiv[ing] a charge exceeding a 36% annual percentage rate on the unpaid balance of the amount financed for a payday loan." *Id.* § 122/2-5(e-5).

132. The Act also requires lenders of payday loans to obtain a license. *Id.* § 122/3-3.

133. Loans issued by a lender without a license are deemed "null and void and the lender who made the loan shall have no right to collect, receive, or retain any principal interest or charges related to the loan." *Id.* § 122/4-10(h).

134. Material violations of the Act are also considered violations of the Illinois Consumer Fraud and Deceptive Business Practices Act and entitle the borrower to the remedies provided in that statute. *Id.* § 122/4-10(b).

B. Overview regarding the creation of the tribal lending business model.

135. Many states have enacted usury laws because "[u]sury legislation to cap interest rates on loans predates the founding of our country." *Payday Today*, 903 N.E.2d at 1060 (citing Peterson, *supra*, at 1116 n.13).

136. Unfortunately, despite the multitude of state and federal protections to prevent

usurious lending, predatory financial services "are heavily marketed to financially vulnerable consumers."[3] The collection of unlawful and usurious debt continues to be a major problem, in part because the profits to be realized by small, high interest loans are so high that illegal lenders are willing to take the significant risk of litigation and liability for their violations of state and federal law.

137. Over the past decade, 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)).

138. It is no secret that "internet payday lenders have a weak history of complying with state laws." Martin & Schwartz, *supra* at 759.

139. Prior to the rent-a-tribe business model, some payday lenders entered into partnerships with national banks to avoid compliance with state laws.[4] Others, attempted to evade laws through claims that the loans were subject to the laws of a foreign country or state without any usury laws.

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[3] *See* CFPB, *CFPB Finalizes Rule To Stop Payday Debt Traps* (Oct. 5, 2017), https://www.consumerfinance.gov/about-us/newsroom/cfpb-finalizes-rule-stop-payday-debt-traps/. Predatory financial services, including high-cost installment loans and payday debt traps, often involve "high-cost, small dollar loans to low income, low-credit borrowers" and "a repayment system that involves the lender withdrawing funds directly from the borrower's bank account." *Payday, Vehicle Title, and Certain High-Cost Installment Loans*, 131 Harv. L. Rev. 1852, 1852 (2018).

[4] *See, e.g.*, Jean Ann Fox & Edmund Mlerzwinkski, *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* 17–22 (2001), *available at:* http://www.consumerfed.org/pdfs/paydayreport.pdf.

140. In response to the crackdown on these arrangements, several payday lenders reincarnated the lending model through associations with Native American tribes to avoid state laws. Martin & Schwartz, *supra* at 759.

141. For example, in January 2009, one of the legal pioneers of the tribal lending model, Claudia Callaway, was "recommending that her clients move to a 'tribal model'" and "that under federal Indian law the tribal lender could make these loans, and they could sell the loans to a non-tribal entity, and the loans could be collected upon at the contract rate, and the loans would not be subject to state regulation." *Consumer Fin. Prot. Bureau v. CashCall, Inc.*, 2016 WL 4820635, at *2 (C.D. Cal. Aug. 31, 2016).

142. Callaway also advised her clients that tribal lending "contemplated two structures," *i.e.*, arm of the tribe lending or tribal member lending. *Id.*

143. Under either structure, Callaway claimed "the loans would be made under the laws of the tribe and would not have to comply with licensing and usury laws in states where borrowers resided." *Id*.

144. Often, at the other side of the table, were the attorneys at Rosette, LLP, which holds itself out as "a leading majority Indian owned national law firm representing tribal governments and tribal entities." Rosette, *Our Firm*, https://www.rosettelaw.com/our-firm/ (last visited on March 13, 2022); *see also Hengle v. Asner*, 433 F. Supp. 3d 825, 840 (E.D. Va. 2020) (detailing the role of Rosette in the origin of the tribal lending businesses).

145. Rosette shared Callaway's erroneous legal opinion that loans made through tribal entities did not need to comply with state licensing and usury laws—even when the tribe received a nominal amount of the proceeds from the loans.

146. Upon information and belief, Rosette represented the Lac du Flambeau Band of Lake Superior Chippewa Indians, including in the creation and implementation of its lending activities.

147. Like the prior schemes, this tribal lending model is highly problematic for several reasons. Most notably, the loans are aggressively marketed, created, and collected in the state where the consumer resides and thus are subject to the consumer's state licensing and usury laws. *Hengle*, 19 F.4th at 348.

148. Over the past ten years, no less than a dozen courts have considered the enforceability of these loans, each holding that tribal choice-of-law clauses were unenforceable under comparable circumstances and that state law applied. *Id*.[5]

149. In addition, there have been multiple class actions and government enforcement actions that have cancelled billions of dollars of these usurious loans, as well as returned hundreds of millions of dollars to consumers who were victimized by illegal tribal lending enterprises. *Turner v. ZestFinance, Inc.*, No. 3:19-cv-293, Final Approval Order at Dkt. 114 (E.D. Va. July 9, 2020) (granting final approval of a class settlement providing $170 million in debt cancellation and a common fund of $18.5 million); *Gibbs v. Plain Green, LLC*, No. 3:17-cv-495, Final Approval Order at Dkt. 141 (E.D. Va. Dec. 13, 2019) (granting final approval of a class settlement

[5] *See also, e.g.*, *Consumer Fin. Prot. Bureau v. CashCall, Inc.*, 2016 WL 4820635, at *7 (C.D. Cal. Aug. 31, 2016) (holding that "the tribal choice of law provision is unenforceable" because it was "clear that the parties' choice was solely based on CashCall's desire to shield itself against state usury and licensing laws."); *W. Sky Fin., LLC v. State ex rel. Olens*, 793 S.E.2d 357, 366 (Ga. 2016), *reconsideration denied* (Dec. 8, 2016); *Inetianbor v. CashCall, Inc.*, 2015 WL 11438192, at *3 (S.D. Fla. Dec. 8, 2015); *State ex rel. Cooper v. W. Sky Fin.*, LLC, , 2015 WL 5091229, at *10 (N.C. Super. Aug. 27, 2015); *MacDonald v. CashCall, Inc*, No. CV 16-2781, 2017 WL 1536427, at *10 (D.N.J. Apr. 28, 2017), *aff'd*, 883 F.3d 220 (3d Cir. 2018); *Dillon v. BMO Harris Bank, N.A.*, 856 F.3d 330, 336 (4th Cir. 2017); *Hayes v. Delbert Servs. Corp.*, 811 F.3d 666, 675 (4th Cir. 2016); *Rideout v. CashCall, Inc.*, 2018 WL 1220565, at *8 (D. Nev. Mar. 8, 2018).

providing $380 million in debt cancellation and a common fund of $53 million); *Galloway v. Williams*, No. 3:19-cv-470, Final Approval Order at Dkt. 115 (E.D. Va. Dec. 18, 2020) (granting final approval of a class settlement providing $100 million in debt cancellation and a common fund of $8.7 million); *Gibbs v. TCV, V, LLP*, No. 3:19-cv-00789, Final Approval Order at Dkt. 95 (E.D. Va. Mar. 29, 2021) (granting final approval of a class settlement providing $383 million in debt cancellation and a common fund of $50 million); *Hengle v. Asner,* No. 3:19-cv-250, Final Approval Order at Dkt. 230 (E.D. Va. Oct. 25, 2022) (granting final approval of a class settlement providing $450 million in debt cancellation and a common fund of $39 million); *Blackburn v. A.C. Israel Enterprises*, Case No. 3:22-cv-146, Final Approval Order at Dkt. 228 (E.D. Va.) (granting final approval of a class settlement creating a common fund of $25.5 million); *Fitzgerald v. Wildcat*, Case No. 3:20-cv-00044 (W.D. Va.), Dec. 17, 2024 Final Approval Order, Dkt. 201 (granting final approval of class settlement providing $1.4 billion in debt cancellation and common fund of $37 million).

150. Two prominent perpetrators were also convicted and sentenced to prison for their roles in payday lending schemes.[6]

151. Despite all the litigation and enforcement efforts, the *Bradby I* Defendants, including the Defendants named herein, knowingly aided, abetted, facilitated, and profited from the usurious lending scheme as detailed below.

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

C. The Basic Structure of the Tribal Lending Model.

152. The tribal lending model revolves around a series of agreements through which the tribe contractually relinquishes the right to control its lending entity.

153. This is accomplished primarily through a document dubiously labeled a "servicing agreement."

154. By way of one example, the Rosette law firm negotiated the terms of the tribal lending arrangement between Matt Martorello and a tribal company formed by the Lac Vieux Desert Band of Chippewa Indians in Michigan (the "LVD").

155. Consistent with the tribal lending model, Rosette's client, Red Rock, received 2% of the net revenue from the loans in return for the use of its name. Ex. 3 at § 2.25.

156. By contrast, Martorello's company received the "revenue remaining" and reimbursement for all advances and expenses. *Id*. §§ 3.5.1.

157. Additionally, under the servicing agreement, one of Martorello's companies, SourcePoint, was contractually entitled to exercise almost exclusive control over Red Rock's operations.

158. Among other things, the servicing agreement provided SourcePoint with the exclusive "authority and responsibility over all communications and interaction whatsoever between" Red Rock and "each servicer provider, lender and other agents" involved in the business. *Id*. § 3.1.

159. The non-tribal company also had the contractual right to "sweep [Red Rock's] bank account amounts into [SourcePoint's] bank accounts" to receive its share of the proceeds. *Id.* § 3.5.1.

160. As explained in a sworn declaration from the Vice Chairwoman of the LVD: "[w]hen Tribal Council initially agreed to the deal with Martorello," they "understood that all aspects of the lending business would be handled by Martorello and that the Tribe would have no risk. It was understood that Martorello's company would handle everything, including underwriting, marketing, servicing, funding, and collection of the loans." Ex. 4 at ¶ 3.

161. This declaration further that "[a]fter the inception of the business, it was operated completely by Martorello until government regulators and litigation against competitors began. As these cases proceeded, efforts were made to create the appearance of the Tribe's involvement, but the Tribe had no substantive involvement." *Id*. ¶ 4.

162. By way of another example, the Rosette law firm also used this same structure for a transaction between National Performance Agency ("NPA") and lending entities formed by the Habematolel Pomo of Upper Lake, a federally recognized Native American tribe ("Upper Lake").

163. Pursuant to a "Services Agreement" between NPA and Silver Cloud one of Upper Lake's lending entities, NPA agreed to provide essentially all services setup and run the lending operations, including: (1) personnel and equipment to receive and respond to incoming telephone calls, faxes, and emails from Silver Cloud's borrowers; (2) delivery of electronic files for all debits and credits to each borrowers' loan; (3) lead generation; (4) receipt and storage of application materials; (5) servicing of the loans, including collection of payments; and (6) delivery of information "to determine whether to fund the loans" and "credit such potential customers' accounts with the appropriate amounts" for debits and credits. Ex. 5 at 2264–65.

164. Additionally, nearly all of the revenue went to NPA and its partners, primarily through the use of "Participation Agreements."

165. Rather than being the direct lender, this "participation model" allowed NPA to purchase essentially all of the economic interests in the loan as detailed in NPA's Business Plan and Roadmap dated January 2012. Ex. 6 at 755 (explaining various "structural approaches to tribal deals," including a participation model "in which NPA purchases a 99% participation in the loans the tribe makes.").

166. The participation model, in other words, entitled NPA and its affiliated companies entitled to nearly all of the income and any profits from the loans while, at the same time, disguising its role and creating the façade that the loans were from a tribal government.

167. The Rosette law firm also setup the enterprise between Think Finance and Great Plains, which used a similar structure of servicing and participation agreements. *See* Ex. 7.

168. In addition to the servicing agreement, the tribal lending model involves the use of a loan and security agreement between the tribe and the payday lender.

169. Typically, in exchange for the millions of dollars in capital to fund the illegal loans, these loan and security agreements require: (1) access to the books and records for each tribal lender; (2) monthly statements regarding the business (especially with respect to its credit and debits on loans); (3) deposit control agreements; (4) prioritized disbursements; (5) granting of a security interest in the loans; (6) restrictions on the use of the proceeds; (7) mandatory interest rates to be imposed on the loans to consumers; (8) servicing requirements for the collection of the loans, including the use of certain third parties; (9) prohibitions on the change of business policies; (10) rights to assume the business in the event of default on the repayment of the capital; and (11) waivers of sovereign immunity for the Tribe and its entities. *See generally* Ex. 8.

170. According to a lawsuit filed by former employees, "Rosette has set up more than thirty payday loan enterprises at more than a dozen tribes." *Williams & Cochrane, LLP v. Quechan Tribe of Fort Yuma Indian Reservation*, 2018 WL 2734946, at *5 (S.D. Cal. June 7, 2018).

171. The Rosette firm has represented the Lac du Flambeau Band of Lake Superior Chippewa Indians, including in its internet lending endeavors.

D. The LDF's Billion-Dollar Usurious Lending Enterprise.

172. As explained above, all of the Plaintiffs were class members in a lawsuit styled *Fitzgerald v. Wildcat*, Case No. 3:20-cv-00044(NKM/JCH).

173. The *Fitzgerald* litigation culminated in a nationwide class settlement requiring the repayment more than $37 million dollars, as well as the cancellation of more than $1,400,000,000.00 of loans by the tribal lending entities, including Bridge Lending, Evergreen Services, Avail Blue, Lendgreen, Radiant, LundUMo, Nine Torches, National Small Loan, MitigCapital, and Blue River Lending. *See Fitzgerald v. Wildcat*, Case No. 3:20-cv-00044 (W.D. Va.), Dkt. 201 (Dec. 17, 2024 Order). Although *Fitzgerald* involved the Tribe and its officials, who could be identified from publicly available information, other major participants in the Usurious Lending Enterprise alleged herein, including the named Defendants (along with the other *Bradby I* Defendants), intentionally concealed their involvement and thus were not identified until August 2024. Those participants, including Defendants, were expressly excluded from the nationwide class settlement in *Fitzgerald*.

i. The role of Dan Koetting, Jairo Perez, GDA Consulting, KP Investment Group, BCM, and Envision Management in the Usurious Lending Enterprise

174. *Bradby I* Defendant Dan Koetting has been in the payday lending industry for more than 10 years. Prior to partnering with the LDF, Dan Koetting was the chief executive officer of Rockhill Consulting Group, LLC, which engaged in a rent-a-tribe venture with the Big Lagoon Rancheria, a federally recognized tribe of Yurok and Tolowa Indians. *See JPV I L.P. v. Koetting*, 88

Cal.App.5th 172, 179 (2023).

175. *Bradby I* Defendant Jairo Perez is Dan Koetting's business partner, including in Dan Koetting's payday lending ventures like Rockhill Consulting.

176. Pursuant to servicing agreements with Big Lagoon Racheria, Dan Koetting and Perez's company was responsible for running the operations and managing the lending programs for tribal lending entities created in the name of the Big Lagoon Rancheria. *Id*.

177. In 2017, however, the relationship between Dan Koetting and Big Lagoon Rancheria "began to deteriorate," prompting Dan Koetting to seek out a relationship with a new tribe to continue his usurious lending. *Id*.

178. By August 2017, Dan Koetting found the new tribe, LDF, who created Biboon, LLC, d/b/a Bridge Lending Solutions to facilitate Koetting and Perez's usurious lending.

179. On August 18, 2017, one of Dan Koetting and Perez's companies, GDA Consulting, entered into a servicing agreement with LDF for the operations of Bridge Lending.

180. Like the other servicing contracts described above, Dan Koetting's arrangement with the Tribe provided Koetting and Perez with authority and responsibility over every material aspect of Bridge Lending's operations, the exclusive right to originate, renew, service, and collect loans made in the name of Bridge Lending Solutions.

181. Among other things and typical of the tribal lending model, the servicing agreement provided GDA (and hence *Bradby I* Defendants Dan Koetting and Perez) with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections.

182. Because they ran the operations, *Bradby I* Defendants GDA, Dan Koetting and Perez received virtually all of the profits from the usurious loans made in the name of Bridge Lending Solutions—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

183. In addition to the servicing agreement, another one of Dan Koetting and Perez's companies, KP Investment Group, LLC, entered into a loan agreement with Bridge Lending, which provided the money to fund the loans.

184. In exchange for the millions of dollars in capital to fund the illegal loans in the name of Bridge Lending, this loan agreement required Bridge Lending to provide KP Investments with: (1) access to its books and records; (2) deposit control agreements; (3) a security interest in the loans; (4) restrictions on the use of the proceeds; (5) mandatory interest rates to be imposed on the loans to consumers; (6) servicing requirements for the collection of the loans; (7) prohibitions on the change of business policies; (8) rights to assume the business in the event of default on the repayment of the capital; and (9) waivers of sovereign immunity for the Tribe and its entities.

185. On May 1, 2023, Bridge Lending entered into an amended servicing agreement with another company, Benchmark Consulting and Management, LLC ("BCM"), which is also owned by Dan Koetting and Perez.

186. The purpose of the amended services agreement appears to be to increase the amount of money received by the LDF. However, the amended servicing agreement continued to provide BCM (and hence Dan Koetting and Perez) with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections.

187. To minimize risk in the event the portfolio was shut down or sued, Dan Koetting and Perez worked with the LDF on the creation of a second entity, Opichi, LLC d/b/a Evergreen Services ("Evergreen Services").

188. To that end, on December 5, 2020, another one of Dan Koetting and Perez's companies, Envision Management, entered into a servicing agreement with LDF for the operations of Evergreen Services.

189. Like the other servicing contracts described above, this second arrangement with the Tribe provided Dan Koetting and Perez with authority and responsibility over every material aspect of Evergreen Services' operations, including the exclusive right to originate, renew, service, and collect loans made in the name of Evergreen Services.

190. In addition, the servicing agreement provided Envision Management (and hence Dan Koetting and Perez) with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections.

191. Because they ran the operations, Envision Management, Dan Koetting and Perez received virtually all of the profits from the usurious loans made in the name of Evergreen Services—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

192. Similarly, KP Investment Group, LLC, entered into a loan agreement with Evergreen Services, which provided the money to fund the loans.

193. In exchange for the millions of dollars in capital to fund the illegal loans, discovery will show that this loan agreement required Evergreen Services to provide KP Investments with: (1) access to its books and records; (2) deposit control agreements; (3) a security interest in the

loans; (4) restrictions on the use of the proceeds; (5) mandatory interest rates to be imposed on the loans to consumers; (6) servicing requirements for the collection of the loans; (7) prohibitions on the change of business policies; (8) rights to assume the business in the event of default on the repayment of the capital; and (9) waivers of sovereign immunity for the Tribe and its entities.

194. In sum, while the LDF held itself out as the actual lender of the loans issued in the name of Bridge Lending and Evergreen Services, the tribal entities were merely fronts, and Dan Koetting and Perez provided the infrastructure to market, fund, underwrite, and collect the loans, including by providing the following services: marketing, lead generation, technology platforms, payment processing, servicing and collection procedures. And Dan Koetting and Perez's other company provided the capital to make the loans.

195. Upon information and belief, tribal members did not participate in the day-to-day operations of Bridge Lending or Evergreen Services and nearly all the activities associated with the lending operation occurred off the LDF's Reservation, such as the call centers, payment processing, and servicing of the loans.

196. Put differently, nearly all activities performed on behalf of Bridge Lending and Evergreen Services were performed by non-tribal officers and employees of GDA, Envision Management, and BCM, who were located in offices off the reservation.

197. Upon information and belief, the money loaned to borrowers (including Plaintiffs Brady, Digorgio, Hicks, Shores, Barragan, Eland, Rowland, Savaski, Ray, Ciotti, Smith, Howell, Brown, and Lawson) was transferred from a bank account owned and operated or controlled by Dan Koetting and Perez, and neither the LDF nor its Tribal Council were allowed to access to the accounts that debited and credited payments from consumers.

ii. The role of Mark Koetting, Russell Myrick, MRC, and PG2, LLC in the Usurious Lending Enterprise.

198. Like his brother, *Bradby I* Defendant Mark Koetting has been in the payday lending industry for more than 10 years. Prior to partnering with the LDF, Mark Koetting was the chief executive officer of Redondo Management, LLC, which also engaged in a rent-a-tribe venture with the Big Lagoon Rancheria Tribe. *See JPV I L.P. v. Koetting*, 88 Cal.App.5th 172, 179 (2023).

199. *Bradby I* Defendant Russell Myrick is Dan Koetting's business partner.

200. Pursuant to servicing agreements with Big Lagoon Racheria, Mark Koetting's company was responsible for running the operations and managing the lending programs for tribal lending entities created in the name of the Big Lagoon Rancheria. *Id*.

201. However, when the relationship between the Koetting's and Big Lagoon Rancheria "began to deteriorate" in 2017, Mark Koetting also sought out a relationship with a new tribe to continue his usurious lending. *Id*.

202. Like his brother, Mark Koetting reached an agreement with the LDF, who created Anong, LLC d/b/a Avail Blue to facilitate Mark Koetting's and Myrick's usurious lending.

203. To that end, on August 18, 2017, one of Mark Koetting and Myrick's companies, MRC Consulting, LLC ("MRC") entered into a servicing agreement with LDF for the operations of Avail Blue.

204. Like the other servicing contracts described above, Mark Koetting's arrangement with the Tribe provided Koetting and Myrick with authority and responsibility over every material aspect of Avail Blue's operations, the exclusive right to originate, renew, service, and collect loans made in the name of Avail Blue.

205. Among other things and typical of the tribal lending model, the servicing agreement provided MRC (and hence Mark Koetting and Myrick) with sole authority and

responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections.

206. Because they ran the operations, MRC, Mark Koetting and Myrick received virtually all of the profits from the usurious loans made in the name of Avail Blue—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

207. In addition to the servicing agreement, another one of Mark Koetting and Myrick's companies, *Bradby I* Defendant PG2, LLC, entered into a loan agreement with Avail Blue.

208. The purpose of the loan agreement was to provide the money to fund the loans made in the name of Avail Blue.

209. In exchange for the millions of dollars in capital to fund the illegal loans in the name of Avail Blue, discovery will show that this loan agreement required Avail Blue to provide PG2 with: (1) access to its books and records; (2) deposit control agreements; (3) a security interest in the loans; (4) restrictions on the use of the proceeds; (5) mandatory interest rates to be imposed on the loans to consumers; (6) servicing requirements for the collection of the loans; (7) prohibitions on the change of business policies; (8) rights to assume the business in the event of default on the repayment of the capital; and (9) waivers of sovereign immunity for the Tribe and its entities.

210. Because they ran the operations, Mark Koetting, Myrick, MRC, and PG2 received virtually all of the profits from the usurious loans made in the name of Avail Blue—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

211. In sum, while the LDF held itself out as the actual lender of the loans issued in the name of Avail Blue, it was merely a front, and Mark Koetting, Myrick, and MRC provided the infrastructure to market, fund, underwrite, and collect the loans, including by providing the following services: marketing, lead generation, technology platforms, payment processing, servicing and collection procedures. And Mark Koetting and Myrick's other company, PG2, provided the capital to make the loans.

212. Upon information and belief, tribal members did not participate in the day-to-day operations of Avail Blue and nearly all the activities associated with the lending operation occurred off the LDF's Reservation, such as the call centers, payment processing, and servicing of the loans.

213. Put differently, nearly all activities performed on behalf of Avail Blue were performed by non-tribal officers and employees of Mark Koetting, Myrick and MRC, who were located in offices off the reservation.

214. Upon information and belief, the money loaned to borrowers (including Plaintiffs Thomas and Simpson) was transferred from a bank account owned and operated or controlled by Mark Koetting and Myrick, and neither the LDF nor its Tribal Council were allowed to access to the accounts that debited and credited payments from consumers.

iii. The role of Settling Defendants 4finance, Vivus, Bettiol, and Walker in the Usurious Lending Enterprise.

215. 4finance is one of the "largest digital consumer lending groups with operations in 11 countries." 4finance, ABOUT US, available at: https://www.4finance.com/company/about-us (last visited Jan. 2, 2025).

216. Over the past fifteen years, 4finance "has grown rapidly, issuing over" $10 billion loans "since inception," including products such as "single payment loans, instalment loans and lines of credit." *Id*.

217. "4finance operates a portfolio of market leading brands," many of which are payday lending products "to millions of customers who are typically underserved by conventional providers." *Id*.

218. As part of its effort to make usurious loans in the United States, 4finance created a subsidiary named Vivus Servicing, Ltd., in an effort to conceal its role in the tribal lending scheme.

219. As early as August 5, 2013, Vivus entered into a servicing agreement with LDF for the operations of a tribal lending entity doing business as Lendgreen.

220. After Vivus entered into the servicing agreement with Lendgreen, Vivus assigned those rights to 4finance.

221. Like the other servicing contracts described above, this arrangement with the Tribe provided Vivus (and hence 4finance) with authority and responsibility over every material aspect of Lendgreen's operations, the exclusive right to originate, renew, service, and collect loans made in the name of Lendgreen.

222. Among other things and typical of the tribal lending model, the servicing agreement provided Vivus/4finance with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections.

223. Because they ran the operations, Defendants Vivus/4finance received virtually all of the profits from the usurious loans made in the name of Lendgreen—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

224. In addition to the servicing agreement, another one of 4finance's affiliates, GMLA Trading Ltd., entered into a loan agreement with Lendgreen.

225. The purpose of the loan agreement was to provide the money to fund the loans made in the name of Lendgreen.

226. In exchange for the millions of dollars in capital to fund the illegal loans in the name of Lendgreen, discovery will show that this loan agreement required Lendgreen to provide GMLA Trading, Ltd. (and thus 4finance), with: (1) access to its books and records; (2) deposit control agreements; (3) a security interest in the loans; (4) restrictions on the use of the proceeds; (5) mandatory interest rates to be imposed on the loans to consumers; (6) servicing requirements for the collection of the loans; (7) prohibitions on the change of business policies; (8) rights to assume the business in the event of default on the repayment of the capital; and (9) waivers of sovereign immunity for the Tribe and its entities.

227. In sum, while the LDF held itself out as the actual lender of the loans issued in the name of Lendgreen, it was merely a front, and Defendants Vivus/4finance provided the infrastructure to market, fund, underwrite, and collect the loans, including by providing the following services: marketing, lead generation, technology platforms, payment processing, servicing and collection procedures. And 4finance's other company, GMLA Trading, provided the capital to make the loans.

228. Upon information and belief, tribal members did not participate in the day-to-day operations of Lendgreen and nearly all the activities associated with the lending operation occurred off the LDF's Reservation, such as the call centers, payment processing, and servicing of the loans.

229. Put differently, nearly all activities performed on behalf of Lendgreen were performed by non-tribal officers and employees of Defendants Vivus/4finance (such as Defendants Bettiol and Walker), who were located in offices off the reservation.

230. Upon information and belief, the money loaned to borrowers was transferred from a bank account owned and operated or controlled by Defendants Vivus/4finance, and neither the LDF nor its Tribal Council were allowed to access to the accounts that debited and credited payments from consumers.

231. Defendant Mark Bettiol is the former chief executive officer and managing director of 4finance.

232. As the chief executive officer and managing director of 4finance, Bettiol helped design and implement Lendgreen's usurious lending business, including approval of key decisions related to the marketing, underwriting, servicing, and collection of the loans originated in the name of Lendgreen.

233. Indeed, according to his profile on Linkedin, Bettiol built 4finance from "start up to over 200 employees," and established "all key organization functions," including "marketing, sales, collections, software development, risk & analytics."

234. Bettiol's profile further boasts that he built "from 0 to loan volume over $100M in six years," as well as established "innovative business models" that "managed 3 brands in 44 States."

235. Upon information and belief, one of these brands was Lendgreen.

236. Upon information and belief, Bettiol personally signed the servicing agreement on behalf of Vivus for the establishment, implementation, and operation of Lendgreen.

237. Prior to the signing of the servicing agreement, Bettiol personally reviewed the agreement and knowingly consented to its terms, including the design and structure that provided 4finance (through Vivus) with the authority and responsibility over every material aspect of

Lendgreen's operations, the exclusive right to originate, renew, service, and collect loans made in the name of Lendgreen.

238. In addition to Bettiol, Mary Jo Walker was highly instrumental in the development and operations of Lendgreen, including helping in the origination and collection of the debts under the auspices of the LDF even though her company, 4finance, had authority and control over the illegal lending entity.

239. Upon information and belief, Mary Jo Walker was the primary point of contact between LDF and 4finance and frequently communicated with the LDF for the purposes of furthering the illegal lending through Lendgreen.

240. Upon information and belief, Mary Jo Walker oversaw the employees and regularly attended meetings related to 4finance's dubious lending through Lendgreen.

iv. The role of Settling Defendants MoneyLion, Correia, Choubey, Salt Lake Capital, and HarrowGate in the Usurious Lending Enterprise.

241. MoneyLion advertises itself as a "FinTech" company that issues low-dollar loans and other financial products to consumers. *See* MoneyLion, Empowering America's Financial Decisions, https://www.moneylion.com/about/ (last visited Jan. 9, 2025).

242. MoneyLion has issued millions of payday loans and other financial products to consumers since its founding by Defendant Choubey in 2013. In 2024, the MoneyLion mobile application was the most downloaded application in the finance category and among the top ten most downloaded applications overall in the Apple AppStore.

243. As of 2019, MoneyLion was valued at nearly $700 million.

244. As part of its effort to make usurious loans in the United States, MoneyLion created a subsidiary named Salt Lake Capital, LLC, in an effort to conceal its role in the tribal lending scheme.

245. As early as February 27, 2017, Salt Lake Capital entered into a servicing agreement with LDF for the operations of a tribal lending entity doing business as Radiant Cash.

246. Upon information and belief, Salt Lake Capital assigned to MoneyLion its rights under the servicing agreement with LDF.

247. Like the other servicing contracts described above, this arrangement with the Tribe provided Salt Lake Capital (and hence MoneyLion) with authority and responsibility over every material aspect of Radiant's operations, the exclusive right to originate, renew, service, and collect loans made in the name of Radiant.

248. Among other things and typical of the tribal lending model, the servicing agreement provided Salt Lake Capital/MoneyLion with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections.

249. Because they ran the operations, Defendants Salt Lake Capital/MoneyLion received virtually all of the profits from the usurious loans made in the name of Radiant—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

250. In addition to the servicing agreement, another one of Salt Lake Capital's affiliates, HarrowGate, entered into a loan agreement with Radiant as early as 2013.

251. The purpose of the loan agreement was to provide the money to fund the loans made in the name of Radiant.

252. In exchange for the millions of dollars in capital to fund the illegal loans in the name of Radiant, discovery will show that this loan agreement required Radiant to provide HarrowGate, with: (1) access to its books and records; (2) deposit control agreements; (3) a

security interest in the loans; (4) restrictions on the use of the proceeds; (5) mandatory interest rates to be imposed on the loans to consumers; (6) servicing requirements for the collection of the loans; (7) prohibitions on the change of business policies; (8) rights to assume the business in the event of default on the repayment of the capital; and (9) waivers of sovereign immunity for the Tribe and its entities.

253. In sum, while the LDF held itself out as the actual lender of the loans issued in the name of Radiant, it was merely a front, and Defendants MoneyLion, Salt Lake Capital, and HarrowGate provided the infrastructure to market, fund, underwrite, and collect the loans, including by providing the following services: marketing, lead generation, technology platforms, payment processing, servicing and collection procedures.

254. Upon information and belief, tribal members did not participate in the day-to-day operations of Radiant and nearly all the activities associated with the lending operation occurred off the LDF's Reservation, such as the call centers, payment processing, and servicing of the loans.

255. Indeed, the archived domain name registration for Radiant's website, radiantcash.com, shows that the domain was registered to MoneyLion LLC, with Defendant Choubey's MoneyLion email address and his own former home address also listed as the contact for the registration.

256. A software architect and the Director of IT Infrastructure at MoneyLion's Malaysian office have also indicated that they worked on the Radiant website while employed by MoneyLion.

257. Put differently, nearly all activities performed on behalf of Radiant were performed by non-tribal officers and employees of Defendants MoneyLion and Salt Lake Capital (such as Defendants Choubey and Correia), who are located in offices off the reservation.

258. As just one example, the director of operations at Radiant from 2014 to 2016, Carol Laib, worked out of a call center whose South Dakota address belonged to MoneyLion. Ms. Laib was also the managing director of MoneyLion's Salt Lake City operations at the same time she served as director of operations at Radiant. Thus, Radiant was operated by MoneyLion employees from a business address owned and operated by MoneyLion.

259. The server that hosts website from which Radiant issues loans to consumers, including the loans issued to each Plaintiff by Radiant, is also located in Ashburn, Virginia, more than 1,000 miles from the LDF's reservation.

260. Upon information and belief, the money loaned to borrowers was transferred from a bank account owned and operated or controlled by Defendants MoneyLion/Salt Lake Capital, and neither the LDF nor its Tribal Council were allowed to access to the accounts that debited and credited payments from consumers.

261. MoneyLion and its wholly-owned subsidiaries and other affiliates and agents under its control, including Salt Lake Capital and HarrowGate, are therefore the entities and individuals that in fact underwrite, approve, fund, and service the loans issued by Radiant, using bank accounts that are entirely under their—and not the Tribe's—control. Neither the LDF nor its Tribal Council were allowed to access to the accounts that debited and credited payments from consumers.

262. Defendant Choubey is the cofounder and chief executive officer of MoneyLion and managing director of HarrowGate.

263. In these roles, Choubey helped design and implement, and currently oversees, Radiant's usurious lending business, including approval of key decisions related to the marketing, underwriting, servicing, and collection of the loans originated in the name of Radiant.

264. Indeed, according to MoneyLion's website, Choubey has been CEO of MoneyLion "since [its] inception."

265. In a 2019 Forbes profile, Choubey boasted that MoneyLion seeks to be "the private bank for the $50,000 household,"[7] highlighting MoneyLion's goal to target primarily low-income consumers.

266. Choubey also personally signed the loan agreement on behalf of HarrowGate that provided the funding for Radiant's lending operations.

267. Prior to the signing of the loan agreement, Choubey personally reviewed the agreement and knowingly consented to its terms, including the design and structure that provided HarrowGate and MoneyLion (through its subsidiaries and affiliates) with the authority and responsibility over every material aspect of Radiant's operations, including the exclusive right to originate, renew, service, and collect loans made in the name of Radiant.

268. In addition to Choubey, Richard Correia has been highly instrumental in the development and operations of Radiant since he joined MoneyLion as its President and CFO in 2016, including helping in the origination and collection of the debts under the auspices of the LDF even though Salt Lake Capital, the company that he manages, had authority and control over Radiant's operations.

269. Indeed, Correia was the individual who signed the servicing agreement between Radiant and Salt Lake Capital that ceded control of Radiant's operations to Salt Lake Capital. Correia personally reviewed this agreement and consented to its terms, including the design and structure that provided Salt Lake Capital, HarrowGate, and MoneyLion with the authority and

[7] *See* Jeff Kauflin, *Dawn of the Neobank: The Fintechs Trying to Kill the Corner Bank*, Forbes (Nov. 4, 2019), https://www.forbes.com/sites/jeffkauflin/2019/11/04/dawn-of-the-neobank-the-fintechs-trying-to-kill-the-corner-bank/ (last visited Jan. 9, 2025).

responsibility over every material aspect of Radiant's operations, including the exclusive right to originate, renew, service, and collect loans made in the name of Radiant.

270. Upon information and belief, Correia was the primary point of contact between LDF and Salt Lake Capital and frequently communicated with the LDF for the purposes of furthering the illegal lending through Radiant.

271. Upon information and belief, Correia and Choubey oversaw the employees and regularly attended meetings related to Salt Lake Capitla's dubious lending through Radiant.

v. The role of Jesus Diaz, Oscar Rodriguez, Unified Analytics, and National Techmark in the Usurious Lending Enterprise.

272. *Bradby I* Defendants Jesus Diaz and Oscar Rodriguez are business partners who live in Gainesville, Florida.

273. Diaz and Rodriguez are co-owners and co-founders of two companies, Unified Analytics and National Techmark. *See Sec. & Exch. Comm'n v. 1 Glob. Cap. LLC*, 2018 WL 8050527, at *2 (S.D. Fla. Dec. 27, 2018).

274. According to a settlement agreement with the Securities and Exchange Commission, Diaz and Rodriguez obtained a $5.8 million dollar loan from Ganador Enterprises and "approximately $ 2 million went to Unified and $ 3.8 million went to Techmark pursuant to two separate promissory notes[.]" *Id*.

275. The "monies provided to Unified appear to have been used to pay overhead, develop software processes, and cover other expenses related to a short term consumer lending business with a Native American tribe[.]" *Id*.

276. And the "monies provided to Techmark appear to have been loaned by Techmark to the Native American tribe to fund the short-term consumer loans[.]" *Id*.

277. More specifically, on or around June 9, 2015, Unified Analytics entered into a servicing agreement with LDF related to the operations of National Small Loan.

278. Like the other servicing contracts described above, the arrangement with the Tribe provided Diaz and Rodriguez with authority and responsibility over every material aspect of National Small Loan's operations, the exclusive right to originate, renew, service, and collect loans made in the name of National Small Loan.

279. Among other things and typical of the tribal lending model, the servicing agreement provided Unified Analytics (and hence Diaz and Rodriguez) with sole authority and responsibility for marketing, underwriting, servicing, electronic data storage, vendor selection and maintenance, loan administration, and collections.

280. Because they ran the operations, Unified Analytics, Diaz, and Rodriguez received virtually all of the profits from the usurious loans made in the name of National Small Loan—except for a nominal flat-fee returned to the LDF for allowing it to serve as a front for the illegal lending activities.

281. In addition to the servicing agreement, one of Diaz and Rodriguez's other companies, National Techmark, entered into a loan agreement with National Small Loan, which provided the money to fund the loans.

282. In exchange for the millions of dollars in capital to fund the illegal loans in the name of National Small Loan, this loan agreement required National Small Loan to provide Techmark with: (1) access to its books and records; (2) deposit control agreements; (3) a security interest in the loans; (4) restrictions on the use of the proceeds; (5) mandatory interest rates to be imposed on the loans to consumers; (6) servicing requirements for the collection of the loans; (7) prohibitions on the change of business policies; (8) rights to assume

the business in the event of default on the repayment of the capital; and (9) waivers of sovereign immunity for the Tribe and its entities.

283. In sum, while the LDF held itself out as the actual lender of the loans issued in the name of National Small Loan, it was a front, and Diaz and Rodriguez provided the infrastructure to market, fund, underwrite, and collect the loans, including by providing the following services: marketing, lead generation, technology platforms, payment processing, servicing and collection procedures. And Diaz and Rodriguez's other company provided the capital to make the loans.

284. Upon information and belief, tribal members did not participate in the day-to-day operations of National Small Loan and nearly all the activities associated with the lending operation occurred off the LDF's Reservation, such as the call centers, payment processing, and servicing of the loans.

285. Put differently, nearly all activities performed on behalf of National Small Loan were performed by non-tribal officers and employees of Unified Analytics and National Techmark, who were located in offices off the reservation.

286. Upon information and belief, the money loaned to borrowers was transferred from a bank account owned and operated or controlled by Diaz and Rodriguez, and neither the LDF nor its Tribal Council were allowed to access to the accounts that debited and credited payments from consumers.

E. Plaintiffs' Experience and Loan Histories.

287. Because of the ostensible protections created by the tribal business model, the interest rates charged on the loans were more than 40 to 75 times the amount permitted by state usury and licensing laws.

288. For example, Plaintiff Jeffrey Bradby applied for and obtained a loan from Bridge Lending in December 2017 from his home in Virginia for a principal amount of $650, which had a triple-digit interest rate far exceeding Virginia's 12-percent interest rate cap on unlicensed loans. Mr. Bradby paid back more than the borrowed amount on this loan from his bank account maintained in Virginia.

289. From her home in North Carolina, Plaintiff Kimberly Webb applied for and obtained three loans from Bridge Lending for less than $500 each in 2023 and 2024 and two $300 loans from National Small Loan in 2019 and 2021, which had a minimum interest rate of 499.99% and rates as high as 806.74%, far exceeding North Carolina's 16-percent usurious interest cap. Using her bank account maintained in North Carolina, Ms. Webb paid back more than the amounts she borrowed on these loans.

290. From his home in Florida, Plaintiff Raymond DiGiorgio applied for and obtained loans from Bridge Lending and Evergreen Services for $450.00 each in 2022 and 2023, respectively, each of which had a triple-digit interest rate far exceeding Florida's 18-percent rate cap. Using his bank account maintained in Florida, Mr. DiGiorgio paid back over $1,600 on the $450 loan issued by Evergreen, and more than $1,500 on the $450 loan issued by Bridge Lending.

291. From her home in California, Plaintiff Ashley Hicks applied for and obtained several loans from Bridge Lending, Lendgreen, and Evergreen Services of less than $1,500 each between 2016 and 2023, which had a minimum interest rate of 647.89%, far exceeding California's 12-percent rate cap. Using her bank account maintained in California, Ms. Hicks paid back more than she borrowed on all but one of these loans.

292. From his home in California, Plaintiff Ronald Shores applied for and obtained at least two loans from Bridge Lending of $500 and $800 in 2022 and 2023, respectively, each of

which had a triple-digit interest rate far exceeding California's 12-percent rate cap. Using his bank account maintained in California, Mr. Shores paid back $3,020 on his $800 loan and $2,338.00 on his $500 loan.

293. From her home in California, Plaintiff Rachael Simpson applied for and obtained a loan from Avail Blue in 2023 for $500.00, which had an interest rate of 780.00%, far exceeding California's 12-percent rate cap. Using her bank account maintained in California, Ms. Simpson paid back $1,305.00 on her loan.

294. From his home in California, Plaintiff Martin Rowland applied for and obtained a loan from Bridge Lending for $450.00 in 2023, which had a triple-digit interest rate far exceeding California's 12-percent rate cap. Using his bank account maintained in California, Mr. Rowland paid back $1,341.00 on his loan.

295. From her home in Michigan, Plaintiff Shelly Thomas applied for and obtained several loans from Avail Blue for less than $1,500 each between 2018 and 2023, which had a minimum interest rate of 431.42%, far exceeding Michigan's 7-percent rate cap, and even the 25% threshold for criminal liability. Using her bank account maintained in Michigan, Ms. Thomas paid back more than she borrowed on each of these loans.

296. From his home in California, Plaintiff Angel Barragan applied for and obtained three loans—two from Bridge Lending and one from Evergreen Services—in 2022 and 2023 for $700, $550, and $1,000, respectively, which had a minimum interest rate of 535.69%, far exceeding California's 12-percent rate cap. Using his bank account maintained in California, Mr. Barragan paid back more than he borrowed on each of these loans.

297. From his home in Florida, Plaintiff Justin Reagan applied for and obtained a loan from National Small Loan in 2019 for $600.00, which had an interest rate of 891.89%, far

exceeding Florida's 18-percent rate cap. Using his bank account maintained in Florida, Mr. Reagan paid back nearly double the principal balance of this loan.

298. From his home in Mississippi, Plaintiff Kevin Savaski applied for and obtained a loan from Bridge Lending in 2023 for $500.00, which had triple-digit interest rate far exceeding Mississippi's 20-percent rate cap. Using his bank account maintained in Mississippi, Mr. Savaski paid back $2,155.00 on this loan.

299. From her home in Michigan, Plaintiff Sandra Ray applied for and obtained several loans from Bridge Lending and Evergreen Services for less than $500 each between 2019 and 2020, each of which had a triple-digit interest rate far exceeding Michigan's 7-percent rate cap, and even the 25% threshold for criminal liability. Using her bank account maintained in Michigan, Ms. Ray paid back more than she borrowed on all but one of these loans, including paying more than $1,000 on a loan for only $300.

300. From his home in Michigan, Plaintiff David Eland applied for and obtained several loans from Bridge Lending, Evergreen Services, and National Small Loan for less than $1,500 each between 2019 and 2022, which had interest rates as high as 672.42%, with all other rates in the triple digits, far exceeding Michigan's 7-percent rate cap, and even the 25% threshold for criminal liability. Using his bank account maintained in Michigan, Mr. Eland paid back more than he borrowed on all but one of these loans, including paying close to $3,000 for a loan of only $700 and over $2,500 for a loan of only $550.

301. From her home in Texas, Plaintiff Diana Matthews applied for and obtained two loans from Lendgreen for $800 each in 2016 and 2017, each of which had triple-digit interest rates far exceeding Texas's 10-percent rate cap. Using her bank account maintained in Michigan, Ms. Matthews paid back more than she borrowed on each of these loans.

302. From his home in Maryland, Plaintiff David Ciotti applied for and obtained five loans from Bridge Lending for $500 or less in 2018, each of which had triple-digit interest rates far exceeding Maryland's 33-percent rate cap. Using his bank account maintained in Maryland, Mr. Ciotti paid back more than he borrowed on each of these loans, including paying more than $2,300 for a loan of only $800.

303. From his home in Missouri, Plaintiff Brad Smith applied for and obtained a loan from Evergreen Services for $450.00 in 2023, which had an interest rate of 721.31%, far exceeding Missouri's 10-percent rate cap. Using his bank account maintained in Missouri, Mr. Smith paid back more than $1,600 on this single loan.

304. From her home in Missouri, Plaintiff Chanelle Howell applied for and obtained a loan from Evergreen Services for $250.00 in 2020, which had a triple-digit interest rate far exceeding Missouri's 10-percent rate cap. Using her bank account maintained in Missouri, Ms. Howell paid back more than double what she borrowed on this loan.

305. From her home in California, Plaintiff Robin Brown applied for and obtained several loans from Bridge Lending of $500 or less each between 2017 and 2023, which had a minimum interest rate of 492.84%, far exceeding California's 12-percent rate cap. Using her bank account maintained in California, Ms. Brown paid back more than she borrowed on each of these loans.

306. From his home in Pennsylvania, Plaintiff Michael Waller obtained three loans from Radiant of $800 or less each between 2016 and 2017, each of which had a triple-digit interest rate far exceeding Pennsylvania's 6-percent rate cap for unlicensed loans. Using his bank account maintained in Pennsylvania, Mr. Waller paid back to Radiant more than he borrowed on all but one of these loans.

307. From his home in Florida, Plaintiff James Lawson applied for and obtained several loans from Bridge Lending for $900 or less each between 2017 and 2023, each of which had a triple-digit interest rate far exceeding Florida's 18-percent rate cap. Using his bank account maintained in Florida, Mr. Lawson paid back more than he borrowed on each of these loans, including paying over $3,000 for a loan of only $800.

308. From her home in Arizona, Plaintiff Huberta Lewis applied for and obtained several loans from Bridge Lending, Evergreen Services, and Avail Blue for $1050 or less each between 2018 and 2023, which had a minimum interest rate of 520.00%, far exceeding Arizona's 10-percent rate cap. Using her bank account maintained in Arizona, Ms. Lewis paid back more than she borrowed on nearly all of these loans.

309. From her home in Michigan, Plaintiff Melissa Melson applied for and obtained seven loans from Bridge Lending for $1150 or less each between 2022 and 2023, each of which had a triple-digit interest rate far exceeding Michigan's 7-percent rate cap, and even the 25% threshold for criminal liability. Using her bank account maintained in Michigan, Ms. Melson paid back more than she borrowed on all but one of these loans.

310. From her home in Washington, Plaintiff Jamie Dipino applied for and obtained six loans from Lendgreen for $1,500 or less each between 2018 and 2021, each of which had a triple-digit interest rate far exceeding Washington's 12-percent rate cap. Using her bank account maintained in Washington, Ms. Dipino paid back more than she borrowed on each of these loans.

311. From her home in Illinois, Plaintiff Gwendolyn Robinson applied for and obtained four loans from Lendgreen for $750 or less between 2019 and 2020, each of which had a triple-digit interest rate far exceeding Illinois's 36-percent rate cap. Using her bank account maintained in Illinois, Ms. Robinson paid back more than she borrowed on each of these loans.

312. Upon information and belief, none of the *Bradby I* Defendants (including the named Defendants herein), nor the Tribe, the Tribal Officials, or the Tribal Lending Entities has ever obtained a license to issue loans to consumers in any state, including Plaintiffs' states of residence, let alone a license to issue the triple-digit interest loans to Plaintiffs and the putative class members.

313. Plaintiffs all applied for their loans on the internet while located in their respective states of residence. None of the Plaintiffs traveled to the Tribe's reservation to obtain their loans.

314. Plaintiffs all used their home addresses when applying for the loans, and they used bank accounts maintained in their home states to receive the loans and for the subsequent ACH debits used to pay down the loans.

315. As outlined above, the loans issued to Plaintiffs violated the respective usury statutes of each of their home states and entitle Plaintiffs to the remedies provided under those states' laws, including avoidance of the loans, repayment, at a minimum, of interest paid above the usury caps, if not principal and interest entirely, as well as exemplary damages.

316. Similarly, almost all other state jurisdictions treat as illegal unlicensed small loans like those involved here.[8]

[8] Most states recognize a similar public policy against usury and have adopted similar laws addressing high-interest loans. *See* Ala. Code § 5-18-4 (loans made without a license "shall be void"); Alaska Stat. § 06.20.310; Ariz. Rev. Stat. § 6-613(B) (loans that charge illegal finance charges are "voidable"); Ark. Code §§ 4-57-104, 105; Cal. Fin. Code §§ 22303, 22750; Colo. Rev. Stat. Ann. § 5-2-201; Conn. Gen. Stat. § 36a-558 (c)(1) (loans made without a license are "void" and uncollectable); Conn. Gen. Stat. § 36a-558 (c)(1) (loans made without a license are "void" and uncollectable); D.C. Code §§ 26-905, 28-3303; Fla. Stat. § 516.02 (loans made with excessive interest rates are "not enforceable"); Ga. Code § 16-17-3 (loans made without a license "shall be void ab initio"); Haw. Rev. Stat. § 478-4; Idaho Code § 28-46-402 (payday loans made without a license are "void, uncollectable and unenforceable"); 815 Ill. Comp. Stat. 122/4-10 (payday loans made without a license "shall be null and void"); Kan. Stat. § 16a-5-201; Ky. Rev. Stat. Ann. § 286.4-991 (loans made without a license are void); La. Stat. Ann. § 9:3552; Me. Rev. Stat. tit. 9-A, § 2-401; Mass. Gen. Laws Ann. ch. 140, § 110 (small loans made without a license are void); Md. Code, Com. Law § 12-314 (small loans made without a license that charge excessive interest rates are "unenforceable"); Mich. Comp. Laws §§ 438.32, 445.1854; Minn. Stat. §§ 47.60, 47.601(provisions in loan contracts charging excessive interest rates are void and unenforceable); Minn. Stat. § 56.19 (authorizing debtor to recover all amounts paid on loans made in violation of

317. Despite the nearly universal prohibition against unlicensed, high-rate, small-loan lending, the *Bradby I* Defendants (including the named Defendants herein) knowingly participated in a widespread scheme to make and collect the loans at issue in this case, which have victimized hundreds of thousands of consumers on terms similar to Plaintiffs.

H. Facts Related to the Tolling for Any Injuries Suffered Outside the Statute of Limitations Period.

318. Tolling doctrines, including equitable tolling and fraudulent concealment, apply to RICO claims.

319. To establish equitable tolling, "[t]he circumstances preventing a party from pursuing his or her rights must be external to the party's own conduct." *Hengle v. Asner*, 433 F. Supp. 3d 825, 892 (E.D. Va. 2020) (quoting *CVLR Performance Horses, Inc. v. Wynne*, 792 F.3d 469, 478 (4th Cir. 2015)).

320. "Such circumstances must be extraordinary and include instances when 'wrongful conduct on the part of the defendant' prevents the plaintiff from asserting his claims." *Id*. (quoting *Wynne*, 792 F.3d at 478) (quoting *Harris v. Hutchinson*, 209 F.3d 325, 330 (4th Cir. 2000)).

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licensing requirements); Miss. Code. § 75-67-119; Mont. Code § 31-1-712 (Any deferred deposit loan made by an unlicensed lender "is void, and the unlicensed person may not directly or indirectly collect, receive, or retain any loan principal, interest, fees, or other charges related to the loan"); Neb. Rev. Stat. § 45-1024; N.H. Rev. Stat. § 399-A:23 (any contract for small loan by unlicensed lender is "null and void"); N.M. Stat. § 58-15-3 (small loans made without a license are void); N.Y. Gen. Oblig. Law § 5-511 (usurious loans are "void"); N.Y. Banking Law § 355; N.C. Gen. Stat. § 53-166 (small loans made without a license are void); N.D. Cent. Code § 13-04.1-09.3 (West); Ohio Rev. Code Ann. § 1321.02 (small loans made without a license are void); Okla. Stat. tit. 14A, § 3-201; Or. Rev. Stat. § 725.045 (consumer finance loans made without a license are "void"); 41 P.S. §§ 501-502; 6 R.I. Gen. Laws § 6-26-4 (loans charging excessive interest "shall be usurious and void"); S.C. Code § 34-29-140; S.D. Codified Laws § 54-4-44 (loans charging excessive interest or made without a license are "void and uncollectible"); Tenn. Code §§ 47-14-110, 117; Tx. Fin. §§ 302.001-004; Vt. Stat. tit. 9, § 50; Va. Code § 6.2-1541(any loan made in violation of Virginia's usury and licensing laws "shall be void" and "any principal or interest paid on the loan shall be recoverable by the person by or for whom payment was made"); Wash. Rev. Code § 19.52.020; W. Va. Code § 46A-5-101; Wis. Stat. § 138.14; Wyo. Stat. § 40-14-521.

321. Based on these standards, the Court previously found that "equity warrants tolling" of one plaintiffs' claims "***until at least June 2017***, when similarly situated consumers first filed suit against a tribal payday lending practice in this district," which put him on "notice that he could pursue similar claims in federal court." *Id*. (emphasis added).

322. By holding that the claims were tolled "until at least June 2017," the Court left open the question of whether tolling was appropriate after June 2017.

323. Under the circumstances, Plaintiffs believe that the statute of limitation should be equitably tolled until ***at least*** August 18, 2023,[9] which is the first date that any court issued a ruling relating to the contracts at issue in this case. *See Fitzgerald*, No. 3:20-cv-00044, Dkt. 171 (W.D. Va.).

324. Tolling is warranted until this time because, as the court found in *Fitzgerald*, the form loan contracts purportedly waived the borrowers' state-law defenses to the usurious loans, thus falsely representing to Plaintiffs—all of whom are vulnerable consumers in need of low-dollar loans—into believing that the loans were lawful and could not be challenged under the usury statutes of their home states or as unlawful debts under RICO.

325. In addition, the doctrine of fraudulent concealment provides a separate basis to "prevent[] a defendant from 'concealing a fraud, or . . . committing a fraud in a manner that it concealed itself until' the defendant 'could plead the statute of limitations to protect it.'" *Edmonson v. Eagle Nat'l. Bank*, 922 F.3d 535, 549 (4th Cir. 2019) (citation omitted).

326. This purpose of this doctrine is to "ensur[e] that wrongdoers are not permitted, or encouraged, to take advantage of the limitations period to commit secret illegal conduct without penalty." *Id*.

[9] As explained below, the statute of limitations should be further tolled until August 2024 pursuant to the doctrine of fraudulent concealment.

327. To toll the limitations period based on fraudulent concealment, "a plaintiff must demonstrate: "(1) the party pleading the statute of limitations fraudulently concealed facts that are the basis of the plaintiff's claim, and (2) the plaintiff failed to discover those facts within the statutory period, despite (3) the exercise of due diligence." *Id*. (citation omitted).

328. In this case, each condition is satisfied.

329. First, as explained above, *Bradby I* Defendants (including the Settling Defendants named herein) fraudulently concealed their involvement in the lending scheme by using the tribal lending entities as fronts for their illegal lending activities.

330. In addition, document after document demonstrates that borrowers were misled into believing that they were doing business with a company owned and operated by a sovereign government. For example, the websites and loan documents for each of the LDF Lending Entities identified above who issued loans to Plaintiff all described the lending entities as companies wholly owned and operated by the LDF, when in fact non-tribal outsiders, including the *Bradby I* Defendants, provided the brains, money, and manpower for the Usurious Lending Enterprise.

331. The template loan contracts made similar misrepresentations designed to fraudulently conceal the role of *Bradby I* Defendants, including the Settling Defendants named herein. The template loan contracts also waived federal and state law for the purpose of inhibiting borrowers from filing any claims related to the loans, which may have uncovered the role of *Bradby I* Defendants (including the named Defendants) in the lending scheme.

332. Second, Plaintiffs failed to discover the facts regarding Defendants' involvement until August 2024.

333. And third, Plaintiffs exercised due diligence. Despite the fraudulent concealments and misrepresentations, Plaintiffs' counsel identified and sued some of the key participants in the scheme as early as July 24, 2020, when they filed *Fitzgerald*. This lawsuit placed the *Bradby I* Defendants, including the named Settling Defendants herein, on notice that, once identified, they would likely be sued for their involvement.

334. However, because the defendants in the *Fitzgerald* case filed and subsequently appealed the court's decision on their many motions to dismiss and to compel arbitration, Plaintiffs were unable to engage in discovery until 2024, which led to the identification of the *Bradby I* Defendants' roles in the Usurious Lending Enterprise.

335. In other words, Plaintiffs were not dilatory in their prosecution of the case against the Tribal Officials and Defendants' business partners.

336. This lawsuit also comes less than a month after the court's final approval of the class settlement in *Fitzgerald*, which directly notified Plaintiffs of the illegality of their loans and the potential to recover from the *Bradby I* Defendants, including the named Settling Defendants, and other wrongdoers involved in the lending scheme.

337. Because the identities of the *Bradby I* Defendants had been fraudulently concealed through the structure and misrepresentations by the *Bradby I* Defendants or at the *Bradby I* Defendants' direction, Plaintiffs submit that the statute of limitations should be tolled until at least August 31, 2024.

338. At least one court in this District addressing similar allegations has found that such tolling is appropriate, and the same is true here. *See Blackburn v. A.C. Israel Enterprises*, No. 3:22-cv-146, 2023 WL 4710884, at *10-12 (E.D. Va. July 24, 2023) (Novak, J.) (finding that

allegations that delay in discovery of the defendants' involvement and fraudulent concealment in similar tribal lending enterprise supported tolling at least at the motion to dismiss stage).

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

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

340. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a class—the "Usurious Enterprise Class"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities[10]; (2) from Virginia, Indiana, Wisconsin, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, or Wyoming; and (3) repaid more than the principal balance of the loan.

Plaintiffs are members of this class.

[10] As used in this Complaint, the LDF Lending Entities are LDF Business Development Corporation, LDF Holdings, LLC, Niiwin d/b/a Lendgreen, Niswi d/b/a LendUMo, Ziibi d/b/a Zfunds, Makwa d/b/a Makwa Financial, Niizh d/b/a Brightstar Cash, Midaaswi d/b/a National Small Loan, Naanan d/b/a Bear Claw Lending and Stone Lake Lending, Ningodwaaswi d/b/a Sky Trail Cash, Niizhwaaswi d/b/a Loan at Last, Zhaangaswi d/b/a Nine Torches, Biboon d/b/a Bridge Lending Solutions, Giizis d/b/a Lakeshore Loans, Nigig d/b/a UbiCash, Niibin d/b/a Cash Aisle, Mitig d/b/a MitigCapital, Anong d/b/a Avail Blue, Opichi d/b/a Evergreen Services, Zagime d/b/a Blue River Lending, Waawaatesi d/b/a Quick Help Loans (Greenline), and Ishwaaswi d/b/a Radiant Cash.

341. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs Hicks, Matthews, Dipino, and Robinson bring this action for themselves and the following subclass—the "Lendgreen Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with Lendgreen; (2) from Virginia, Indiana, Wisconsin, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, or Wyoming, and (3) repaid more than the principal balance of the loans.

Plaintiffs Hicks, Matthews, Dipino, and Robinson are members of this subclass.

342. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Waller brings this action for himself and the following subclass—the "Radiant Cash Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with Radiant Cash; (2) from Virginia, Indiana, Wisconsin, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, or Wyoming, and (3) repaid more than the principal balance of the loans.

Plaintiff Waller is a member of this subclass.

343. **Numerosity. Fed. R. Civ. P 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. Indeed, the identified class members in the related *Fitzgerald* litigation included over 1 million individuals. The names and addresses of the class members are identifiable through the internal business records maintained by the LDF Lending Entities and Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice.

344. **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 include: (1) whether the interest rates used on loans violate each state's usury laws; (2) whether the choice-of-law provision used in their loan agreements and selecting the tribal law are enforceable; (3) whether the relationship between the various participants constitutes an enterprise as defined under RICO; (4) whether Defendants knew of and facilitated the conspiracy to collect the loans; and (5) whether the amounts paid by each consumer are recoverable against Defendants. These questions predominate over the questions affecting only individual class members.

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

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

347. As alleged above, the *Bradby I* Defendants, including the Defendants named herein, are an association-in-fact enterprise who are associated together for the common purpose of making, collecting, and profiting off the illegal loans, referred to herein as the "Usurious Lending Enterprise."

348. Specifically, each of the *Bradby I* Defendants, including the Defendants named

herein, engaged in a lending enterprise with a single, unifying purpose—the issuance of usurious payday loans to consumers that attempted to evade state usury laws using the guise of the LDF's tribal sovereignty. They accomplished this purpose through the use of uniform servicing and loan agreements under which the *Bradby I* Defendants, including the Defendants named herein, required the LDF to cede all material control over the LDF Lending Entities in return for the funding and operational support that the *Bradby I* Defendants, including the Defendants named herein, provided through their own officers, investors, and employees.

349. The LDF established these enterprises under a common scheme to establish multiple lending fronts that would allow the Tribe to generate revenue while permitting nontribal coconspirators, including Defendants, to share in the revenue generated from the lending entities. Defendants participated in and coordinated their efforts behind this common scheme, including, upon information and belief, through the sharing of resources among the lending entities, including technical, underwriting, and operational support; the sharing of funding; and the sharing of marketing efforts, including through the joint and/or shared purchase of borrower "leads" from credit reporting agencies and subsequent targeting of mailing and other advertising to those individuals.

350. The *Bradby I* Defendants, including the Defendants named herein, also jointly benefitted from each other's involvement in the enterprise by sharing the risks of such an obviously illegal enterprise among multiple entities and individuals, who could jointly front the costs of such risks, including any legal judgment.

351. The shared objective, resources, and operations of the Usurious Lending Enterprise is further confirmed by the fact that Plaintiffs obtained loans from multiple such entities all operating under the guise of the LDF's sovereignty, which evidences the joint marketing efforts and lead-sharing that occurred between the various lending entities.

352. Alternatively, Bridge Lending, Evergreen Services, Avail Blue, Lendgreen, National Small Loan, and Radiant were each an enterprise as defined in 18 U.S.C. § 1961(4), and Defendants each participated and conspired to participate in the operations of their respective lending fronts.

353. More specifically, and as is relevant to this severed action, Plaintiffs allege in the alternative based on the facts outlined above that Defendants 4finance, Vivus, Bettiol, Walker, and the Tribe formed an association-in-fact that controls, directs, funds, underwrites, and operates the usurious lending operations of Lendgreen (the "Lendgreen Enterprise"), rendering them liable to at least the Lendgreen Subclass defined above.

354. Likewise, and as is also relevant to this severed action, Plaintiffs further allege in the alternative based on the facts outlined above that Defendants MoneyLion, Correia, Choubey, Salt Lake Capital, HarrowGate, and the Tribe formed an association-in-fact that controls, directs, funds, underwrites, and operates the usurious lending operations of Radiant (the "Radiant Cash Enterprise"), rendering them liable to at least the Radiant Cash Subclass defined above.

355. All of the loans made to Virginia, Indiana, Wisconsin, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, or Wyoming

included an interest rate far in excess of twice the enforceable rate under each consumer's respective state law.

356. Each of the *Bradby I* Defendants, including the Settling Defendants named herein, violated § 1962(d) of RICO by agreeing to undertake and advance the Usurious Lending Enterprise and/or the other enterprises defined above, including by aiding, abetting, and facilitating the scheme through their funding of the loans, as well as through their ownership and oversight of the entities that funded and operated the loans issued to Plaintiffs. Each of the *Bradby I* Defendants, including the Settling Defendants named herein, further violated § 1962(d) by aiding, abetting, and facilitating the scheme through their role in the creation of the original agreements related to the origination, funding, and servicing of the loans, as well as the merger agreements designed to shield the non-tribal outsiders from liability and facilitate the continued illegal lending activities.

357. Accordingly, the *Bradby I* Defendants, including the Defendants named herein, are jointly and severally liable to Plaintiffs 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(c)
(CLASS CLAIM AGAINST ALL DEFENDANTS)

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

359. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of the classes and subclasses defined in Count One.

360. **Numerosity. Fed. R. Civ. P 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. Indeed, the identified class members in the related *Fitzgerald* litigation included over 1 million individuals. The names and addresses of the class members are identifiable through the internal business

records maintained by the LDF Lending Entities and Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice.

361. **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 include: (1) whether the interest rates used on loans violate each state's usury laws; (2) whether the choice-of-law provision used in their loan agreements and selecting the tribal law are enforceable; (3) whether the relationship between the various participants constitutes an enterprise as defined under RICO; (4) whether Defendants knew of and facilitated the conspiracy to collect the loans; and (5) whether the amounts paid by each consumer are recoverable against Defendants. These questions predominate over the questions affecting only individual class members.

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

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

364. As alleged above, the *Bradby I* Defendants, including the Defendants named herein, are an association-in-fact enterprise (the Usurious Lending Enterprise) who are associated together for the common purpose of making, collecting, and profiting off the illegal loans. Alternatively,

the Lendgreen and Radiant Cash Enterprises defined above were each an enterprise as defined in 18 U.S.C. § 1961(4), rendering Defendants liable to their respective subclasses as outlined above.

365. All of the loans made to Virginia, Indiana, Wisconsin, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Washington, West Virginia, or Wyoming included an interest rate far in excess of twice the enforceable rate under each consumer's respective state law.

366. As alleged above, each of the *Bradby I* Defendants, including the Defendants named herein, participated in the operation of the enterprise, which existed for the purpose of collection of unlawful debt. Among other things and as detailed above, Defendants helped design, implement and fund the tribal lending scheme through their ownership and control of the entities behind the lending operation, which developed the tribal lending scheme at the heart of the *Bradby I* (and now also this severed) case.

367. Plaintiffs and the class members were injured as a result of the *Bradby I* Defendants' (including the Defendants') violations of 18 U.S.C. § 1962(c) because the loans would not have been made but for their participation in the enterprise.

368. As a result of the *Bradby I* Defendants' (including the Defendants') violations, each is jointly and severally liable to Plaintiffs 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:
UNJUST ENRICHMENT
(CLASS CLAIM AGAINST ALL DEFENDANTS)

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

370. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a class—the "Unjust Enrichment Class"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Virginia, Indiana, Wisconsin, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, or Wyoming; and (3) repaid more than the principal balance of the loans.

Plaintiffs are members of the Unjust Enrichment Class.

371. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Bradby brings this action for himself and the following subclass—the "Virginia Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Virginia, and (3) repaid more than the principal balance of the loans.

Plaintiff Bradby is a member of this subclass.

372. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Webb brings this action for herself and the following subclass—the "North Carolina Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from North Carolina, and (3) repaid more than the principal balance of the loans.

Plaintiff Webb is a member of this subclass.

373. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs DiGiorgio, Reagan, and Lawson bring this action for themselves and the following subclass—the "Florida Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Florida, and (3) repaid more than the principal balance of the loans.

Plaintiffs DiGiorgio, Reagan, and Lawson are members of this subclass.

374. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs Hicks, Shores, Barragan, Simpson, Rowland, and Brown bring this action for themselves and the following subclass—the "California Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from California, and (3) repaid more than the principal balance of the loans.

Plaintiffs Hicks, Shores, Barragan, Simpson, Rowland, and Brown are members of this subclass.

375. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs Thomas, Eland, Ray, and Melson bring this action for themselves and the following subclass—the "Michigan Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Michigan, and (3) repaid more than the principal balance of the loans.

Plaintiffs Thomas, Eland, Ray, and Melson are members of this subclass.

376. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Savaski brings this action for himself and the following subclass—the "Mississippi Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Mississippi, and (3) repaid more than the principal balance of the loans.

Plaintiff Savaski is a member of this subclass.

377. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Ciotti brings this action for himself and the following subclass—the "Maryland Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Maryland, and (3) repaid more than the principal balance of the loans.

Plaintiff Ciotti is a member of this subclass.

378. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs Smith and Howell bring this action for themselves and the following subclass—the "Missouri Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Missouri, and (3) repaid more than the principal balance of the loans.

Plaintiffs Smith and Howell are members of this subclass.

379. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Dipino brings this action for herself and the following subclass—the "Washington Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Washington, and (3) repaid more than the principal balance of the loans.

Plaintiff Dipino is a member of this subclass.

380. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Waller brings this action for himself and the following subclass—the "Pennsylvania Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Pennsylvania, and (3) repaid more than the principal balance of the loans.

Plaintiff Waller is a member of this subclass.

381. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Lewis brings this action for herself and the following subclass—the "Arizona Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Arizona, and (3) repaid more than the principal balance of the loans.

Plaintiff Lewis is a member of this subclass.

382. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Matthews brings this action for herself and the following subclass—the "Texas Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Texas, and (3) repaid more than the principal balance of the loans.

Plaintiff Matthews is a member of this subclass.

383. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Robinson brings this action for herself and the following subclass—the "Illinois Unjust Enrichment Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Illinois, and (3) repaid more than the principal balance of the loans.

Plaintiff Robinson is a member of this subclass.

384. **Numerosity. Fed. R. Civ. P 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. Indeed, the identified class members in the related *Fitzgerald* litigation included over 1 million individuals.

The names and addresses of the class members are identifiable through the internal business records maintained by the LDF Lending Entities and Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice.

385. **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 include: (1) whether the interest rates used on loans violate each state's usury laws; (2) whether the choice-of-law provision used in their loan agreements and selecting the tribal law are enforceable; (3) whether Plaintiffs and the class members conferred a benefit on Defendants; (4) whether Defendants knew or should have known of the benefit; (5) whether Defendants retained an unjust benefit because the loan was void; and (6) what is the proper recovery for Plaintiffs and the class members against each of Defendants.

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

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

388. As detailed above, all loans to Virginia, Indiana, Wisconsin, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, or Wyoming were unenforceable.

389. Plaintiffs and the class members conferred a benefit on the *Bradby I* Defendants, including the Defendants named herein, 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.

390. Accordingly, on behalf of themselves and the class defined above, Plaintiffs seek to recover from Defendants, jointly and severally, all amounts repaid on any loans with the LDF Lending Entities.

COUNT FOUR:
COMMON LAW CONSPIRACY
(CLASS CLAIM AGAINST ALL DEFENDANTS)

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

392. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs bring this action for themselves and on behalf of a class—the "Civil Conspiracy Class"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Virginia, Indiana, Wisconsin, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maine,

> Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, or Wyoming; and (3) repaid more than the principal balance of the loans.

Plaintiffs are members of the Civil Conspiracy Class.

393. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Bradby brings this action for himself and the following subclass—the "Virginia Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Virginia, and (3) repaid more than the principal balance of the loans.

Plaintiff Bradby is a member of this subclass.

394. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Webb brings this action for herself and the following subclass—the "North Carolina Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from North Carolina, and (3) repaid more than the principal balance of the loans.

Plaintiff Webb is a member of this subclass.

395. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs DiGiorgio, Reagan, and Lawson bring this action for themselves and the following subclass—the "Florida Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Florida, and (3) repaid more than the principal balance of the loans.

Plaintiffs DiGiorgio, Reagan, and Lawson are members of this subclass.

396. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs Hicks, Shores, Barragan, Simpson, Rowland, and Brown bring this action for themselves and the following subclass—the "California Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from California, and (3) repaid more than the principal balance of the loans.

Plaintiffs Hicks, Shores, Barragan, Simpson, Rowland, and Brown are members of this subclass.

397. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs Thomas, Eland, Ray, and Melson bring this action for themselves and the following subclass—the "Michigan Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Michigan, and (3) repaid more than the principal balance of the loans.

Plaintiffs Thomas, Eland, Ray, and Melson are members of this subclass.

398. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Savaski brings this action for himself and the following subclass—the "Mississippi Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Mississippi, and (3) repaid more than the principal balance of the loans.

Plaintiff Savaski is a member of this subclass.

399. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Ciotti brings this action for himself and the following subclass—the "Maryland Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Maryland, and (3) repaid more than the principal balance of the loans.

Plaintiff Ciotti is a member of this subclass.

400. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiffs Smith and Howell bring this action for themselves and the following subclass—the "Missouri Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Missouri, and (3) repaid more than the principal balance of the loans.

Plaintiffs Smith and Howell are members of this subclass.

401. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Dipino brings this action for herself and the following subclass—the "Washington Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Washington, and (3) repaid more than the principal balance of the loans.

Plaintiff Dipino is a member of this subclass.

402. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Waller brings this action for himself and the following subclass—the "Pennsylvania Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Pennsylvania, and (3) repaid more than the principal balance of the loans.

Plaintiff Waller is a member of this subclass.

403. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Lewis brings this action for herself and the following subclass—the "Arizona Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Arizona, and (3) repaid more than the principal balance of the loans.

Plaintiff Lewis is a member of this subclass.

404. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Matthews brings this action for herself and the following subclass—the "Texas Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Texas, and (3) repaid more than the principal balance of the loans.

Plaintiff Matthews is a member of this subclass.

405. Pursuant to Rule 23 of the Federal Rules of Civil Procedure, Plaintiff Robinson brings this action for herself and the following subclass—the "Illinois Civil Conspiracy Subclass"—initially defined as:

> All natural persons who: (1) entered into a loan agreement with any of the LDF Lending Entities; (2) from Illinois, and (3) repaid more than the principal balance of the loans.

Plaintiff Robinson is a member of this subclass.

406. **Numerosity. Fed. R. Civ. P 23(a)(1).** Upon information and belief, Plaintiffs allege that the class members are so numerous that joinder of all is impractical. Indeed, the identified class members in the related *Fitzgerald* litigation included over 1 million individuals. The names and addresses of the class members are identifiable through the internal business records maintained by the LDF Lending Entities and Defendants, and the class members may be notified of the pendency of this action by published and/or mailed notice.

407. **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 include: (1) whether the interest rates used on loans violate each state's usury laws; (2) whether the choice-of-law provision used in their loan agreements and selecting the tribal law are enforceable;

(3) whether Defendants combined together or with others to accomplish an unlawful purpose; (4) whether at least one member of the conspiracy committed an unlawful act; (5) whether collection of a usurious and unenforceable loan caused injuries to Plaintiffs and the class members; and (6) what is the proper recovery for Plaintiffs and the class members against each of Defendants.

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

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

410. As detailed above, all loans to Virginia, Indiana, Wisconsin, Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Florida, Georgia, Hawaii, Idaho, Illinois, Kansas, Kentucky, Louisiana, Maine, Massachusetts, Maryland, Michigan, Minnesota, Mississippi, Montana, Nebraska, New Hampshire, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Washington, West Virginia, or Wyoming were unenforceable.

411. As alleged above, the *Bradby I* Defendants, including the named Defendants herein, violated state common law conspiracy prohibitions by joining together through a series of agreements to accomplish the making, collection, and profiting from the blatantly illegal usurious

loans. Among others, these agreements include the original agreements related to the origination, funding, and servicing of the loans, as well as the merger agreements designed to shield the non-tribal outsiders from liability and facilitate the continued illegal lending activities through the promissory notes and related documents.

412. Plaintiffs and the class members were injured as a result of the *Bradby I* Defendants' (including the Defendants') violations because they repaid amounts arising from the unlawful conspiracy.

413. As a result of the *Bradby I* Defendants' (including the Defendants') violations, each is jointly and severally liable to Plaintiffs and the putative class members for their actual damages, treble damages, costs, and attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs respectfully request that the Court enter judgment against Defendants as follows:

A. An Order certifying the proposed Classes under Fed. R. Civ. P. 23 (b)(3) and appointing Plaintiffs as class representatives and their counsel as class counsel, as soon as practicable;

B. An Order declaring that Defendants are financially responsible for notifying class members of the pendency of this suit;

C. An Order declaring that Defendants committed the violations of law alleged herein;

D. An Order providing for any and all injunctive relief the Court deems appropriate;

E. An Order awarding monetary damages, including but not limited to any compensatory, incidental, or consequential damages in an amount to be determined by the Court or jury;

F. An Order awarding treble damages in accordance with proof and in an amount

consistent with applicable precedent;

G. An Order awarding interest at the maximum allowable legal rate on the foregoing sums;

H. An Order awarding Plaintiffs their reasonable costs and expenses of suit, including attorneys' fees; and

I. Such further relief as this Court may deem just and proper.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b), Plaintiffs demand a trial by jury.

Respectfully submitted,
PLAINTIFFS, *individually and on behalf of all others similarly situated*

By: */s/ Kristi C. Kelly*
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Counsel for Plaintiffs

Exhibit 1

Lac du Flambeau Chippewa enter payday loan business with eye to online gambling

By Cary Spivak of the Journal Sentinel

Dec. 29, 2013

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Need cash fast? The Lac du Flambeau Chippewa's online payday loan centers are there for you. Want to place an online bet? The tribe soon hopes to handle that for you as well.

Three years after the Lac du Flambeau defaulted on a $50 million bond — a move that remains the subject of a court fight — and five years after it considered mortgaging portions of its reservation, the Vilas County tribe is aggressively looking at the Internet for ways to increase its revenue.

Tom Maulson, the tribe's blunt-talking president, dismisses critics who see gambling and high-interest, short-term lending as businesses that prey on the poor. "It's legal to do, and we're doing it legally," Maulson said.

Tribal governments across the nation are looking at online businesses because they offer tribes the opportunity to tap revenue from consumers who might not travel to reservations, which are often in remote areas.

"The Internet is a robust environment to grow our economy, and we're looking for ways to leverage (the tribe's) sovereignty in a responsible manner," said Brent McFarland, the Lac du Flambeau's director of business development. "We see the Internet as a tremendous opportunity to do that."

Since May the tribe has launched three online payday lending companies, two of which came online this month, and set up the infrastructure for an Internet casino. If online gambling were legalized throughout the country or in Wisconsin, "we could just flip a switch" and turn the online casino, which currently uses play money, into one that takes bets using real money, Maulson said.

The tribe may not wait for a law change before taking online bets on a limited basis — only via Internet connections available within the boundaries of the tribe's reservation — as it is a driving force in the Tribal Internet Gaming Alliance, a group hoping to launch a multi-tribe online casino.

Because that dreamed-of casino would offer only poker, bingo and high-speed video slots linked to bingo — games known in federal law as Class II gaming — it could be offered on the grounds of reservations without a change in the law, said Jeffrey Nelson, the Washington-based attorney for the alliance.

The Chippewa tribe is not alone in looking at cyberspace for revenue. About two dozen tribes across the country have launched short-term lending operations online, and the potential of online gaming is being talked about by tribes, states and Congress.

Barry Brandon, executive director of the Native American Financial Services Association, the trade group for the fledgling online tribal short-term lending industry, sees similarities between Indian gaming and tribal lending.

The same type of legal and political battles that tribes fought some 25 or 30 years ago when Indian casinos were first popping up are being fought today, said Brandon, who noted that most of the tribal lenders went online in the past three years.

In both cases, the tribes sought to exert their sovereign powers to enter an industry.

"Tribes that are looking for economic development opportunities frequently find that businesses that ... are heavily regulated by a state are often a great fit for Indian country," said Brandon, a member of the Muscogee (Creek) Nation.

As sovereign governments, tribes seek to operate the businesses in accordance with tribal law and federal law, he said.

Both of the Lac du Flambeau's online ventures involve controversial, emerging online industries, where laws are murky and are just beginning to be interpreted by courts and regulators.

Legal Battle Over Lending

The New York Department of Financial Services and the Center for Responsible Lending, a nonprofit watchdog group, see the tribal online payday lenders as a blatant attempt to dodge state regulators.

In October, a federal judge in New York ruled that regulators in that state could oversee online tribal lenders making loans to state residents, a ruling that would effectively put the lenders out of business in the state, which has caps on interest that lenders may charge. The ruling came in a lawsuit filed by two tribes that argued their online lending operations were immune from state regulation. The tribes have appealed.

"Payday lenders have pursued various schemes for evading state law, of which partnering with tribes is the latest iteration," the Center for Responsible Lending wrote last month in a friend of the court brief filed in New York lawsuit. "New York rightly seeks to stop this abuse."

The Lac du Flambeau's three lenders — one of which offers loans that carry an annual interest rate of more than 400% — will not make loans in Wisconsin or several other states. Tribal lenders frequently avoid making loans in their home states or states that have particularly aggressive regulators.

"It keeps our relationship with the state of Wisconsin healthy," said the Lac du Flambeau's McFarland, who objects to calling the lending operation "payday lending," preferring the term "short-term lending."

Wisconsin regulators are trying to determine what jurisdiction they may have over the tribe's three lenders — Bright Star Cash, RadiantCredit and Blue Frog Cash — said George Althoff, spokesman for the Department of Financial Institutions.

Peter Bildsten, secretary of the department, met with tribal representatives in August, but no decisions were made at the meeting, Althoff said. The secretary did not sign off on the tribe's website claims that it was subject to tribal and federal law only.

"The Secretary certainly did not and would not offer any determination of DFI's regulatory authority over tribal lending in such an informal setting," Althoff said in a follow-up email. "With the recent growth in tribal, online and offshore lending, state and federal regulators are reviewing the extent of their regulatory jurisdiction in this area."

Despite that, McFarland said the tribe plans to continue launching new loan operations, each of which is backed by individual pools of private equity investors.

The lending operations create jobs on the reservation for tribal members and nonmembers, McFarland said. The tribe's three lenders employ about eight people, a figure McFarland hopes grows to 120 in a year as the call center expands.

McFarland added that the "number one reason" for launching the pay centers is simple: "There is a market for it ... people need it," he said. "If you don't have a credit card and you need $400 or you're going to be evicted, where else are you going to go?"

'Flip The Switch'?

While the online lending operations are up and running, creating a casino that could take bets online is much more of a long shot.

The tribe could launch an online casino if the federal government or Wisconsin legalized the games — a proposition that is not even being talked about in Madison. There has been some debate over online gambling in Congress, but so far only Nevada, New Jersey and Delaware

have approved it for their states. No tribes are offering online gambling, said Christinia Thomas, deputy chief of staff at the National Indian Gaming Commission.

The more likely scenario is to offer online Class II games on reservation grounds similar to the fast-moving slot machines offered at the Ho-Chunk tribe's casino near Madison, which offers more than 1,100 slot machines.

The Lac du Flambeau "can flip the switch (to launch a Class II online casino) without any change in state or federal law," said Nelson, the attorney for the tribal alliance.

A Class II online casino would be limited to reservation land, Nelson said. Gamblers would be able to travel around a reservation and continue playing casino games on laptops, smartphones or other mobile devices.

It could particularly appeal to "the growing demographic of younger generation gamblers who are more interested in online play," Nelson said. "They won't have to even walk into the brick-and-mortar casino."

In order for a Class II casino to rake in large profits, numerous other tribes would have to join the Tribal Internet Gaming Alliance, Nelson said, explaining that more members would improve the games for the bettors. He predicted the alliance would not offer online casino gambling of any sort until at least 2015.

One possible complication to the Lac du Flambeau's casino effort is the role that Maulson's son, Kevin Maulson, is playing as a consultant to the association, trying to persuade other tribes to join the group and define its duties. Kevin Maulson pleaded guilty to three felonies in 2010 after being charged in a securities scheme that prosecutors said cost investors more than $1 million. He declined to comment for this article. Nelson noted the younger Maulson does not need a gaming license to work for the association.

Although the lending and casino efforts are separate, there is some synergy between the two.

Common sense says that borrowing money to play the slots is a losing proposition. In fact, the websites for the tribal lending business each warn borrowers that the loans are expensive and should be use be used only for emergencies.

Still, Maulson, the tribal president, said he would have no problem if some of the tribe's lending customers used the fast cash to feed tribal slot machines.

"I can't play the morality police," said Brandon, the head of the Indian payday lending trade group.

The tribes, he said, can't say to customers, "Are you going to use this for gambling, and if so I'm not going to lend you the money."



About Cary Spivak

Cary Spivak does investigative business projects and covers the casino industry. He has won numerous state and national awards.

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Exhibit 2



Mark Bettiol

Experience Senior Executive | Strong record of achievement | Diverse Team Builder

Greater Toronto Area, Canada · Contact Info

1K followers · 500+ connections



See your mutual connections

Join to view profile

Message

FinSANA

Babson College

About

Business is exciting and stimulating. I simplify complexity and challenge my managers to provide their teams with clarity as well. The idea is that the fine people we hire will keep their promises and deliver performance – and in this way, we all share in the rewards.

Leading people allows me to use a key talent: i love stories both hearing my colleagues favourite story about working for our great company or sharing one of my own. This has allowed me to inspire teams to help me meet tight deadlines on massive projects or on reactionary tasks to meet

short-term objectives.

↔ Launched a new country within 6 months – outperforming industry norm of 2 years for a new country set up. In fact, I had 3 LATNAM countries operational within 2 years.

Activity

+ Follow



Liked by Mark Bettiol



Good afternoon LinkedIn community! We are #hiring at FinSANA! If you're looking for opportunities to start your career in fintech, check out some of...

Liked by Mark Bettiol





To my UK based network - if you deplete your wine stock this weekend, our shop is open for your orders to replenish. My personal favourites for this...

Liked by Mark Bettiol

Join now to see all activity

Experience

Chief Commercial Officer
FinSANA
Jan 2020 - Present · 5 years 1 month
Montreal, Quebec, Canada

Chief Executive Officer
Ironcloud Finance
Jul 2018 - Dec 2019 · 1 year 6 months
Oakville, Ontario, Canada

- Established a Fintech consumer lending business in Latin American countries.
- Recruited and developed at staff of 30 in foreign markets.
- Company focused on developing loan management and automated credit decision engine technology.
- Launched lending activities within six months of operations.
- Sold to private equity firm.

CEO & Managing Director - US and Canada

4finance

Jun 2012 - Jul 2018 · 6 years 2 months

Oakville, ON

Built the business from start up to over 200 employees in three locations in Canada.
- Established all key organization functions: marketing, sales, collections, software development, risk & analytics.
- Grew the business from 0 to loan volume over $100M in six years.
- Built and developed senior management team to meet tough timelines.
- Met unexpected capital investment shortfall by growing cash flow to fuel growth.
- Established innovative business models to managed 3 brands in 44 States.
- Navigated significant, hostile, and industry-disruptive issues.
- Built a legally sound compliance management system to meet severe regulatory changes (Frank Dodds Act, Operation Choke Point)
- Diversified marketing channels and retention programs to increase approved loan applications and conversion rates.

Show less

VP of Marketing

Clickback

2011 - 2012 · 1 year

- Grew sales by 1000% in industry growing by 200% by recognizing and correcting critical issues in strategic plan.
- Created new processes and recruited sales staff, growing team from 1 to 5.
- Conducted market segmentation to uncover large gap vacated by larger competitors and developed aggressive partnership plan and lead generation program to exploit this segment.
- Catapulted sales from previous 2/month (with a “record” high of 5 in one month) to 15 sales per day by...

Show more

LexisNexis Canada Inc.

4 years

Head of Online Products

2006 - 2010 · 4 years

- Promoted from Marketing Manager to manage product portfolio of $70M following successful award-winning career in Marketing,
- Rethought existing product and created industry-disruptive subscription-based offer that increased customer acquisition over 600% month to month.
- Designed pricing mechanism that reduced 20% of back end costs while increasing overall net income.

Marketing Manager

2006 - 2009 · 3 years

Highlights of Marketing Manager Role:
- Delivered 4% revenue increase on existing product line by identifying new market segment.
- Increased sales leads by introducing new go to market tactics.

Previous Roles

Various Companies

Jun 1996 - Jun 2006 · 10 years 1 month

- Founding Member of a Start up company that built home automation equipment for disabled customers.
- Built online virtual tours to demonstrate accessible feature in wheelchair accessible homes to increase awareness of company.
- Developed retail partnerships to increase sales of home automation equipment sales.
- Increased marketing cash flow by developing direct to customer e-commerce strategy.
- Grew international distribution sale channels by redesigning...

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Education

Babson College

Executive Education

2008 - 2009

Brock University
B.A.
1991 - 1996

Volunteer Experience

Board of Trustee
Oakville Public Library
2011 - 2019 · 8 years

Head Coach
Oakville Rangers Hockey Club

Whitecaps Head Coach
Oakville Little League Baseball

More activity by Mark

Exhibit 3

SERVICING AGREEMENT

BETWEEN

RED ROCK TRIBAL LENDING, LLC

AND

BELLICOSE VI, INC.

OCTOBER 25, 2011

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SERVICING AGREEMENT

THIS SERVICING AGREEMENT ("Agreement") is made and entered into as of this 25th day of October 2011, by and between RED ROCK TRIBAL LENDING, LLC ("Enterprise"), an economic development arm and instrumentality of, and a limited liability company wholly owned by the LAC VIEUX DESERT BAND OF LAKE SUPERIOR CHIPPEWA INDIANS ("Tribe"), a federally-recognized Indian Tribe and sole member of the Enterprise, and BELLICOSE VI, INC. ("Servicer"), a U.S. Virgin Islands corporation with offices in the U.S. Virgin Islands. Each of Enterprise and Servicer may be referenced hereinafter individually as a "Party" or together, as the "Parties."

1. Recitals.

1.1 The Tribe is a federally-recognized Indian tribe. The Tribe possesses sovereign governmental authority pursuant to the Tribe's inherent and recognized powers of self-government.

1.2 The Tribe has established Enterprise, a limited liability company wholly owned by and formed under the laws of the Tribe, as an economic development arm and instrumentality of the Tribe.

1.2.1 The purpose of Enterprise is to promote the self-sufficiency of the Tribe and to address the socio-economic needs of the Tribe, its members, its families, and its community by building capital within the tribal community. This capital will subsequently be dispersed to the Tribe through the Enterprise, and used at the Tribe's discretion for the benefit of its members and the community through tribal initiatives and tribal governmental programs. The increase of such capital, as well as the initiatives and programs funded by it, will guarantee that the Tribe can continue to care for itself, its members, and its community by promoting greater self-determination, political and social autonomy.

1.2.2 The Enterprise, pursuant to its Governing Documents, has the exclusive right to develop and operate the Tribe's financial services business that will provide small-denomination short-term financial services and other related goods and services to consumers through its internet call-center and field representative operations and has been directed and authorized to take any and all action as is deemed necessary or desirable in connection with such business and services, including but not limited to the authority to act as the exclusive agent to enter into and to exercise the rights and perform the obligation of Enterprise under this Agreement.

1.2.3 The Tribe, through Enterprise, desires to engage in internet-based unsecured lending, as hereinafter defined, and provision of financial services. It is the Tribe's hope that Enterprise's endeavors will improve the economic conditions of its members; enable the Tribe to better serve the social, economic, educational and health needs of the Tribe, its members, and its community; increase Tribal revenues; enhance the Tribe's economic self-sufficiency and self-determination; and provide positive, long-term social, environmental and economic benefits.

1.3 Enterprise is seeking managerial, technical and financial experience and expertise for the development and operation of the new Unsecured Lending Business, as defined below. The Servicer is a company located in the U.S. Virgin Islands which provides management and consulting services to companies engaged in the Unsecured Lending Business and is willing and able to provide such assistance, experience, expertise and instruction to the Enterprise.

1.4 The Enterprise, through a contractual relationship, desires to retain and engage the Servicer as its independent contractor to consult to, develop, manage, and provide operational guidelines regarding the Unsecured Lending Business and any expansion thereof during the term of this Agreement and conforming with the provisions of this Agreement. In addition to providing investment and capital management services, management, operations and marketing consulting, Servicer also provides analytic services to its roster of clients, including risk assessment and management. The parties believe that Servicer possesses the necessary experience and skill to effectively analyze portfolio composition, trends in performance and predictive measures of potential new customers to the Enterprise to increase the profitability and overall risk profile of the Enterprise.

1.5 Each Party represents and warrants that the individuals executing this Agreement, as set forth in the signature blocks below, are fully and properly authorized under controlling law to enter into this Agreement on behalf of their respective organizations; and that the respective organizations have duly approved and ratified the terms of this Agreement.

1.6 In addition to the representations and warranties made in Section 12.1 herein, each Party represents and warrants that the individuals executing this Agreement, Enterprise management and Servicer management, do not have criminal records involving any financial crimes or crimes of dishonesty that might trigger any concern from any regulatory body with respect to their involvement in a consumer financial services business.

1.7 The Servicer further represents and warrants that it, along with all other members of the management as well as employees having any responsibility for the business of the Enterprise, meets the eligibility requirements for licensing pursuant to the Tribe's Consumer Financial Services Regulatory Code. Proper licensing is a requirement for entering into this Agreement and the Transaction Documents.

2. **Definitions**. Unless otherwise specified in this Agreement, as they are used in this Agreement, the terms listed below shall have the meaning assigned to them in this Section:

2.1 **Affiliate**. "Affiliate" means as to Servicer or Enterprise, any corporation, partnership, limited liability company, joint venture, trust, department or agency or individual controlled by, under common control with, or which controls, directly or indirectly Servicer or Enterprise. "Control" means (i) ownership, control, or power to vote twenty five percent (25%) or more of the outstanding shares of any class of voting securities, directly or indirectly or acting through one (1) or more persons, (ii) control in any manner over the election of a majority of the directors, trustees, or general partners (or individuals exercising similar functions), or (iii) the power to exercise, directly or indirectly, a controlling influence over management or policies.

2.2 **Authorized Debt**. "Authorized Debt" shall have the meaning given to it in Section 5.2.

2.3 **Commencement Date**. "Commencement Date" shall be the Effective Date.

2.4 **Commercial Finance Provider**. "Commercial Finance Provider" shall mean any entity that provides credit to Enterprise for the making of Consumer Loan Transactions.

2.5 **Consumer Loan Transaction**. "Consumer Loan Transaction" means any form of consumer financial services transaction provided by a financial services provider to a consumer or other person that is unsecured or secured by way of ACH agreements.

2.6 **Effective Date**. The "Effective Date" shall mean the date above written.

2.7 **Enterprise**. The "Enterprise" is the instrumentality and commercial subdivision of the Tribe formed to engage in (a) the Unsecured Lending Business; and (b) any other lawful commercial activity allowed upon approval of the Tribe as sole member of the Enterprise pursuant to Enterprise's Governing Documents. The Enterprise shall not include any commercial enterprise conducted by the Tribe or any other instrumentality of the Tribe other than as set forth immediately above in this Section 1.2. Enterprise shall have the sole proprietary interest in and responsibility for the conduct of all activities conducted by Enterprise, subject to the rights and responsibilities of the Servicer under this Agreement.

2.8 **Enterprise Employees**. "Enterprise Employees" shall mean a generic reference to those employees who are employed by Enterprise.

2.9 **Fiscal Year**. "Fiscal Year" shall mean each twelve (12) month period, or portion thereof, ending on December 31 of each year, or on such other date as may be adopted by Enterprise in the future as the ending date of its fiscal year.

2.10 **Governing Documents**. "Governing Document" shall mean Enterprise's Articles of Organization and Operating Agreement, if any.

2.11 **Governmental Action**. "Governmental Action" shall mean any resolution, ordinance, statute, regulation, order or decision regardless of how constituted having the force of law or legal authorization of the Tribe or any instrumentality or agency of the Tribe.

2.12 **Gross Revenues**. "Gross Revenues" shall mean all revenues of any nature derived directly or indirectly from the operation of Enterprise (including the gross revenues of all Subsidiaries) on a consolidated basis.

2.13 **Legal Requirements**. "Legal Requirements" shall mean singularly and collectively all applicable laws including without limitation all applicable tribal and federal law.

2.14 **Net Revenues**. "Net Revenues" for the purpose of this Agreement shall mean Gross Revenues of the Enterprise less all Servicing Expenses.

2.15 New Transaction. "New Transaction" means a Consumer Loan Transaction with a new customer.

2.16 Operations Manager. "Operations Manager" shall mean the person employed by Enterprise, if any, to direct the day-to-day operations of Enterprise and to coordinate with the Servicer as defined above as well as any other entities providing services to the Enterprise.

2.17 Primary Bank Account. "Primary Bank Account" shall have the meaning given to it in Section 4.4.

2.18 Refinancing Transaction. "Refinancing Transaction" means a Consumer Loan Transaction that extends or refinances, in whole or in part, an outstanding Consumer Loan.

2.19 Regulatory and Litigation Reserve Fund. "Regulatory and Litigation Reserve Fund" shall mean that fund established pursuant to Section 4.5 of this Agreement and shall be considered a Servicing Expense of Enterprise.

2.20 Repeat Transaction. "Repeat Transaction" means a Consumer Loan Transaction with an existing customer that is not a Refinancing Transaction.

2.21 Servicing Budget. "Servicing Budget" shall have the meaning given to it in Section 4.5.

2.22 Servicing Expenses. "Servicing Expenses" shall mean the expenses of the operation of Enterprise, incurred pursuant to the Servicing Budget, including but not limited to the following: (1) the payment of salaries, wages, and benefit programs for all employees of Enterprise subject to the approval described in Section 4.3; (2) supplies for Enterprise; (3) utilities; (4) repairs and maintenance of any facility used by Enterprise for the conduct of its business; (5) reserves established for the repayment of any principal or interest on any Authorized Debt of Enterprise; (6) insurance and bonding; (7) advertising and marketing; (8) professional fees; (9) reasonable travel expenses for officers and employees of Enterprise, Servicer or its affiliates to inspect and oversee Enterprise; (10) the Regulatory and Litigation Reserve fund expense; (11) security costs; (12) underwriting expenses; (13) bad debt expenses and (14) legal or professional fees incurred for lobbying or litigation that is not adequately covered by the Regulatory and Litigation fund.. Any expenses not referenced or provided for in this Section that are added as Servicing Expenses after approval of this Agreement and the Servicing Budget in effect at the time must first be approved in writing by the Servicer and the Enterprise as provided for in this Agreement. Each of the above listed expenses is subject to the annual budgetary process and its resolution processes at Section 4.5 of this Agreement.

2.23 Unsecured Lending Business. "Unsecured Lending Business" means the activities of a financial services provider in providing Consumer Loan Transactions and other related financial services to consumers or other persons.

2.24 Tribal Council. "Tribal Council" means the governing body of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

2.25 Tribal Net Profits. "Tribal Net Profits" is calculated by adding the sum of Gross Revenues plus bad debt recoveries minus the sum of charge backs and bad debt charge-offs and multiplying the sum of this amount by two (2) percent calculated on a monthly basis all calculated on a cash basis.

2.26 Tribal Representatives. "Tribal Representatives" shall mean the person or persons designated by the Enterprise, to serve as its liaisons to the Servicer, and who shall be responsible for assisting in the implementation of tribal policies as such policies relate to Enterprise and the Unsecured Lending Business. The Enterprise may remove and replace the Tribal Representatives in its sole and absolute discretion. The Tribal Representatives shall have the right to attend as an observer all meetings of Enterprise regarding management of Enterprise and shall have access to all documents and records of Enterprise. The salary, wages and benefits of the Tribal Representative(s) are a Servicing Expense of the Enterprise. The Tribal Representatives serve hereunder on behalf and for the benefit of the Enterprise and for purposes of decision-making are no way a substitute for the Tribe itself as sole member of the Enterprise.

3. Covenants. In consideration of the mutual covenants contained in this Agreement, the Parties agree and covenant as follows:

3.1 Engagement of Servicer. The Enterprise hereby retains and engages Servicer as its independent contractor for the purposes of providing those business management, consulting and professional services to Enterprise pursuant to the terms of this Agreement and advising the Operations Manager of the Enterprise and the Tribal Representatives. Servicer shall have the authority and responsibility over all communication and interaction whatsoever between Enterprise and each service provider, lender and other agents of Enterprise (for purposes of this Agreement, the service provider, lender and other agents of Enterprise or its subsidiaries shall be referred to as "Authorized Agents"). Nothing contained herein grants or is intended to grant Servicer a titled interest to or in Enterprise. The Servicer hereby accepts such retention and engagement as an independent contractor. Enterprise acknowledges that the services contemplated by this Agreement shall be provided by the Servicer from its offices in the U.S. Virgin Islands. Enterprise also acknowledges that the fees to be paid to Servicer as defined in Section 3.5.1 herein, are in fact performance-based fees, and are based solely on the profitability of the Enterprise following commencement of this Agreement. Enterprise also acknowledges that any tax or earnings statements to be issued to Servicer as a result of any payments made pursuant to this Agreement shall be filed with the Virgin Islands Bureau of Internal Revenue and not with the Internal Revenue Service as the Servicer is subject to the administration of tax laws by the Virgin Islands Bureau of Internal Revenue and not the Internal Revenue Service.

3.2 Term. The term of this Agreement shall begin on the Effective Date of this Agreement and continue until December 31, 2018 ("Term"). The Term shall automatically renew for an additional period of two (2) years unless either Party hereto provides written notice to the other Party at least one hundred twenty (120) days, but no greater than one (1) year, prior to the end of the Term.

3.3 Restrictions on Competition.

3.3.1 In consideration for Servicer providing its expertise to the Enterprise, the Enterprise agrees that so long as this Agreement is in effect neither it nor any Affiliate shall, directly or indirectly, either on its own or through any agent, joint venture, subsidiary or independent contractor, engage in the Unsecured Lending Business anywhere in the world except through the Enterprise without engaging the Servicer to provide the management and consulting services contemplated by this Agreement. The exclusivity provisions contained in this Paragraph 3.3.1. shall apply so long as Servicer achieves performance targets described herein. Performance targets are equal to Tribal Net Profits generated by the Enterprise on a monthly basis. The exclusivity provision shall remain in effect to the extent that the Tribal Net Profits as listed in Table 3.3.1 for a particular monthly amount is not achieved but the difference between the required amount and the actual amount are recouped (on a cumulative basis) in any three (3) consecutive month period of time (on a cumulative basis for the two Bellicose V.I.-managed Tribal-lending entities contemplated at this time, including Red Rock Tribal Lending, LLC and North Country Financial, LLC):

Table 3.3.1 Tribal Net Profit

Month	Tribe Net Profit
3	42,000
4	45,000
5	50,000
6	55,000
7	50,000
8	65,000
9	75,000
10	80,000
11	90,000
12	100,000
13	110,000
14	120,000
15	130,000
16	145,000
17	160,000
18	175,000
19	190,000
20	200,000

The Enterprise acknowledges that the Unsecured Lending Business can be conducted throughout the world (both as to the location of the consumers as well as operations) and that the worldwide restriction is appropriate. Nothing herein shall be taken to restrict the Enterprise, the Tribe, or its Affiliates from engaging in businesses that provide services, which in themselves do not compete with the Unsecured Lending Business. The Enterprise further agrees that it shall not solicit for employment or hire any employees of Servicer. In no event shall failure to meet the

thresholds contained in this Section be considered a breach of this Agreement. Rather, they are significant only to the application or not of the non-compete provisions of this Section. The Parties agree that having two or more entities in the payday lending space or otherwise engaged in the Unsecured Lending Business, including North Country Financial, LLC and Enterprise, is not a violation of this section restricting competition so long as any such entity is serviced by Servicer and/or its successors or assigns.

3.3.2 The Enterprise has carefully read and considered the provisions of this Section and, having done so, agrees that the covenants set forth in this Section are fair and reasonable and are reasonably required to protect the legitimate business interests of the Servicer and the Enterprise including, but not limited to, protection of trade secrets, the Servicer's investment in its Confidential Information (as hereinafter defined), and the Servicer's goodwill and relationships with its clients and vendors. The Enterprise agrees that the covenants set forth in this Section do not unreasonably impair the ability of the Enterprise to conduct any unrelated business. The Parties hereto agree that if a court of competent jurisdiction holds any of the covenants set forth in this Section unenforceable, the court shall substitute an enforceable covenant that preserves, to the maximum lawful extent, the scope, duration and all other aspects of the covenant deemed unenforceable, and that the covenant substituted by the court shall be immediately enforceable against the Enterprise. The foregoing shall not be deemed to affect the right of the parties hereto to appeal any decision by a court concerning this Agreement.

3.4 Servicer's Compliance With Law.; Licenses. The Servicer covenants that it will at all times comply with all Legal Requirements and any licenses issued under any of the foregoing. If applicable, the Tribe shall not unreasonably withhold, withdraw, qualify or condition such licenses. Enterprise, through the Tribal Representatives will ensure that Servicer is made fully aware of and has acquired all applicable tribal licenses prior to commencement of Enterprise business activities.

3.5 Servicing Fee.

3.5.1 The Parties hereto have agreed that the success of the business is based in large part upon the services provided to the Enterprise by the Servicer. As a result, Enterprise has agreed to a performance-based fee equal to that amount remaining after payment of Tribal Net Profits, Servicer advances, all Servicing Expenses and any principal or interest on borrowed funds in accordance with Section 6.4. The Servicing Fees shall be paid monthly, with the Servicer having the ability to sweep Enterprise bank account amounts into the Servicer's bank accounts, on or before the fifteenth (15th) day of the ensuing month. The Enterprise acknowledges and agrees that the Servicer is not responsible for the performance or activities of any of the lenders or servicing companies that may be doing business with the Enterprise, nor any minimum revenue from the Unsecured Lending Business. However, Servicer has agreed that that the minimum amount per month which shall be paid to the Enterprise shall be twenty thousand dollars ($20,000).

3.5.2 Payment of the Servicing Fee shall be subject to and reduced by the obligations of the Servicer to make the payments specified in Sections 3.5.1, 4.6, 7.15 hereof.

3.5.3 The Enterprise acknowledges and agrees that Servicer, subject to Legal Requirements and the limitations of Section 4.1.1, shall have the right to enter into agreements with servicing companies or lenders providing goods or services to the Enterprise, and Servicer may be separately compensated under such agreements.

3.6 No Preexisting Contracts. The Enterprise covenants that there are no valid preexisting contractual impediments to the entry by the Enterprise into this Agreement. Further, the Enterprise agrees to indemnify Servicer and hold harmless its Affiliates for any loss, cost, judgment, settlement or other compromise related to any claim arising out of or related to any alleged pre-existing contractual relationship. Servicer shall be limited to recovery of such indemnification from the assets of Enterprise and shall have no right to indemnification from other assets of the Tribe or any of Tribe's other Affiliates.

3.7 Agreement Scope. The Enterprise is entering into this Agreement with Servicer in order to avail itself of the expertise of Servicer in developing a profitable Unsecured Lending Business. In recognition of the Servicer's expertise, the scope of this Servicing Agreement covers all aspects of the management of the Unsecured Lending Business, however oversight of the day to day operations of the Enterprise and management of the Enterprise's employees shall be vested in the Operations Manager and/or the Tribal Representatives.

3.8 Certain Activities of Enterprise. The Enterprise covenants that adequate high speed internet access, and sufficient remote access for the Enterprise to all hardware and software which it is responsible to acquire and install shall be at all times available to Enterprise and Servicer to conduct the Unsecured Lending Business contemplated by this Agreement. Any physical facilities located within the Tribe's jurisdiction shall be maintained in a secure manner to protect sensitive consumer financial information potentially contained therein, including but not limited to protection by the latest security encryption technology for privacy protection which shall also be provided by the Servicer, as approved by the Servicer. Servicer shall have the sole discretion to request upgrades or additions to and to approve the security/encryption technology used in connection with the Unsecured Lending Business which shall be treated as Servicing Expense of the business. If such a request is made following the Tribe's annual approval of a Servicing Budget that does not contain such upgrades or additions, Servicer shall seek approval of the Tribe pursuant to its Governing Documents, approval of which will not be unreasonably withheld, prior to incurring such additional servicing expenses.

4. Business and Affairs in Connection with Enterprise.

4.1 Servicer's Authority and Responsibility. It is the Parties' intentions that Servicer shall provide such management, consulting and analytical services as it deems necessary to assist the Enterprise in undertaking the Unsecured Lending Business contemplated herein.

4.1.1 The Servicer is hereby granted the necessary power and authority to act in order to fulfill its responsibilities under this Agreement, including the execution and delivery of any and all agreements necessary or appropriate to effectuate the terms hereof subject to the limitations of the Section 4.1.1 herein. It should be noted, however, that Servicer has no authority

to engage in origination activities, execute loan documentation, or approve the issuance of loans to third parties. Final determination as to whether to lend to a consumer rests with the Enterprise.

4.1.2 Servicer shall, unless otherwise agreed to herein, require express written consent from the Tribe as sole member of the Enterprise to do any of the following: (1) to borrow, pledge, assign, convey, encumber, grant security interest in, guaranty, or otherwise restrict the assets of the Enterprise; (2) to sell or otherwise dispose of all or substantially all of the assets of the Enterprise; (3) to waive the sovereign immunity of the Enterprise.

4.2 Duties of the Servicer. In providing services to Enterprise, the Servicer's duties may include, without limitation, the following:

4.2.1 Operations. Consistent with the Servicing Budget, the Servicer shall develop and recommend to the Enterprise and to the Operations Manager and Tribal Representatives, reasonable measures for the orderly administration and management of Enterprise in the areas of financial reporting, financing, regulatory compliance, marketing, human resources, development of third party servicer relationships, collections and risk assessment, including:

(a) Screening of and selecting service providers and lenders, and negotiating agreements with such service providers and lenders on behalf of the Enterprise on such terms and conditions as Servicer may reasonably determine to be appropriate, including but not limited to potentially securing a funding agreement between Alpha Credit Resources, LLC and the Enterprise, whereby Alpha Credit Resources, LLC may serve as Commercial Finance Provider for the Unsecured Lending Business;

(b) Development and promotion of sound and positive business relationships on behalf of Enterprise with the designated service providers and lenders, including, but not limited to, the enforcement or termination of agreements with such service providers and lenders;

(c) Preparation of suggested practices and recommendations to the Tribal Representative of such suggested practices governing the operations of the Enterprise to provide that such operations are conducted in a manner that is consistent with the best interests of Enterprise and generally accepted industry standards;

(d) Preparation of regulatory and compliance standards and practices and recommendations to the Enterprise of such standards and practices to be adopted by the Enterprise provide that such operations are conducted in a manner consistent with the best interests of Enterprise and generally accepted industry standards;

(e) Preparation of training and education standards and recommendations to the Enterprise of such suggested practices to be adopted by the designated service providers and lenders to provide that such designated service providers and lenders are conducting business with the Enterprise in a manner that is consistent with the best interests of Enterprise and generally accepted industry standards;

(f) Preparation of standards for financial reporting and accounting and recommendations to the Enterprise of such best practices to be adopted by the designated service providers and lenders of the Enterprise provide that such designated service providers and lenders are conducting business in a manner that is consistent with the best interests of Enterprise and generally accepted accounting standards presented on a cash basis;

(g) Preparation of standards and screening and review of and making recommendations to the Enterprise regarding the website contents, marketing and consumer relations practices of designated service providers and lenders to provide that such designated service providers and lenders are conducting business in a manner that is consistent with the best interests of Enterprise and generally accepted industry standards;

(h) Monitor and supervision of and reporting to the Enterprise regarding the designated service providers and lenders to provide that such designated service providers and lenders are conducting business in a manner that is consistent with the standards, best practices, policies and requirements established by the Enterprise;

(i) Servicer will be responsible for providing pre-qualified leads to Enterprise and providing the necessary credit-modeling data and risk assessment strategies by which the Enterprise may evaluate to whether or not to extend funds to an individual borrower based on criteria that has been established by the Enterprise. The criteria used to extend funds to individual borrowers will remain within the sole and absolute discretion of the Enterprise and the Enterprise shall execute all necessary loan documentation;

(j) Servicer may also be responsible for training and monitoring employees of the Enterprise that operate the Enterprise's call center; and

(k) Sale and transfer of Enterprise's right of collection of collateral on any Loan Transactions that become in default prior to settlement. Servicer shall sell Loan Transactions in default at prevailing market rates, to a third-party debt collector, with the third-party debt collector to effect the collection of the debt. This third-party debt buyer may be Capture Financial LLC or such other third-party debt as may be determined to be appropriate by the Parties.

4.2.2 Contracts in Enterprise's Name. Contracts for the operations of Enterprise shall be entered into in the name of Enterprise and shall be executed by the Enterprise. In no event shall Servicer be empowered to waive the sovereign immunity of the Enterprise or the Tribe in any contract, including but not limited to any contract for the operations of the Enterprise or for the supply of goods and services. No contracts for the supply of goods or services to Enterprise shall be entered into with parties affiliated with the Servicer or its officers or directors unless the affiliation is disclosed to and approved by Enterprise, which approval shall not be unreasonably withheld subject to the limitations of Section 4.1.1 herein. Servicer shall deliver all contracts executed by it on behalf of Enterprise to Enterprise on a monthly basis. The Servicer acknowledges that Enterprise and the Tribe retain exclusive sovereign control over the Enterprise's and the Tribe's immunity, respectively. If Servicer determines that a limited waiver of Enterprise's Tribal sovereign immunity is necessary and desirable for inclusion in any contract on behalf of the Enterprise, Servicer shall summarize the

need for such waiver and the underlying contract for the Enterprise to seek approval of the Tribal Representative(s) and the Tribe as sole member of the Enterprise. Only after the matter has been forwarded for review to the Tribe's legal counsel, presented to the Tribal Council by the Tribal Representative(s), and authorized by Tribal Council resolution, shall the Servicer be authorized to execute the contract on behalf of the Enterprise.

4.2.3 Consumer Loan Transaction Covenants and Agreements. The Servicer shall assist the Enterprise with the compilation and provision of information and reports (financial and otherwise) as may be reasonably requested by the Tribe as sole member of the Enterprise in connection with the business of Enterprise or as required under Authorized Debt of Enterprise as defined in Section 5.2 herein, including any reports required to comply with the covenants and agreements contained therein. The Servicer shall promptly advise the Enterprise in the event that the Servicer becomes aware of any matter that may cause a default by Enterprise under any documents evidencing any indebtedness or obligation of Enterprise.

4.3 Employees.

4.3.1 Servicer's Responsibility. Subject to the Servicing Budget, Legal Requirements and the terms of this Agreement, Servicer shall have the exclusive responsibility for identifying and recommending third-party service providers needed for the business of the Unsecured Lending Business and shall assist the Operations Manager, at his or her request, in the selection, hiring, training, control and discharge of employees performing regular services for Enterprise in connection with the maintenance, operation, and management of the Unsecured Lending Business. Enterprise shall not engage any third-party service providers needed for the business of the Unsecured Lending Business without the benefit of Servicer's prior advice and approval, for which approval shall not be unreasonably withheld.

4.3.2 Enterprise Employees. Subject to the Servicing Budget, Servicer shall assist the Operations Manager and/or Tribal Representatives in directing the hiring and management of sufficient employees to effectively staff the Unsecured Lending Business, if any.

4.3.3 Tribal Representative(s). Tribal Representative(s) shall have the full access to inspect all aspects of Enterprise, including the daily operations of Enterprise, and to verify daily Gross Revenues and all income of Enterprise. The Servicer or a designee otherwise appointed by the Servicer may accompany the Tribal Representative(s) upon any inspection.

4.3.4 Indian and Other Preference, Wages, and Training. The Servicer shall, during the term of this Agreement, be required to give preference in recruiting, training and recommending employment to Native Americans in any job category of the Enterprise, in accordance with any employment preference laws or policy now existing or later adopted by the Tribe.

4.4 Enterprise Bank Accounts. The Servicer shall select a bank or banks for the establishment of (i) a primary bank account by Enterprise into which all funds generated by the Unsecured Lending Business will be transferred and deposited (the "Primary Bank Account") and (ii) any other bank accounts by Enterprise subject to the Deposit Account Control

Agreement as the Servicer deems necessary or appropriate to conduct the Unsecured Lending Business consistent with this Agreement, e.g., an account to hold the Regulatory and Litigation Reserve Fund (as defined below). Unless otherwise mutually agreed in writing by the Enterprise and Servicer, the Servicer shall have sole signatory and transfer authority over such bank accounts. Servicer shall have sole authority to sweep monies from such bank accounts for distributions made to the Enterprise consistent with Sections 3.5.1 and 6.4. In addition to the foregoing, Servicer shall further have the sole authority to instruct and direct any ACH providers that Enterprise may engage to assist it in operating the Unsecured Lending Business, to the extent provided by this Agreement. The right to consent to change any bank account into which the funds generated by the Unsecured Lending Business will be transferred and deposited by any such ACH providers rests mutually with Enterprise and Servicer. The signed authorization of both Servicer and Enterprise shall be required for any change to any bank account into which the funds generated by the Unsecured Lending Business will be transferred and deposited by any such ACH providers. This section shall not apply in the event of a default; in the event of a default, the Security Agreement will allow Iron Fence Investments, Inc. to override this section.

4.5 Servicing Budget and Business Plan. Servicer shall provide to the Tribal Representatives an initial Servicing Budget and Business Plan ("Servicing Budget") for the review and consent of the Enterprise, which consent shall not be unreasonably withheld or delayed. Servicer shall, not less than ninety (90) days prior to the commencement of each full or partial year, submit to the Tribal Representative(s), for approval by the Enterprise and the Tribe as sole member of the Enterprise, a proposed Servicing Budget for the ensuing full or partial year, as the case may be. The Servicing Budget shall include a Regulatory and Litigation Reserve Fund and such other reserves as are deemed necessary for the conduct of the Unsecured Lending Business.

The Enterprise's and Tribe's approval of the Servicing Budget shall not be unreasonably withheld or delayed. Servicer shall meet with the Tribal Representative(s) to discuss the proposed Servicing Budget, and if requested, with the Tribe as sole member of the Enterprise. The Enterprise's and the Tribe's as sole member of the Enterprise approval shall be deemed given unless a specific written objection thereto is delivered by it to Servicer within sixty (60) days after Servicer and the Tribal Representative and/or the Tribe as sole member of the Enterprise have met to discuss the proposed Servicing Budget. If the Tribal Representative for any reason declines to meet with Servicer to discuss a proposed Servicing Budget, the Servicer shall meet with the Tribe as sole member of the Enterprise. The Enterprise and the Tribe as sole member of the Enterprise shall review the Servicing Budget on a line-by-line basis. To be effective, any notice which disapproves a proposed Servicing Budget must contain specific objections to individual Budget line items.

If the proposed Servicing Budget contains disputed budget item(s), the Enterprise and Servicer agree to cooperate with each other in good faith to resolve the disputed or objectionable proposed item(s). In the event the Enterprise and Servicer are not able to reach mutual agreement concerning any disputed or objectionable item(s) within a period of sixty (60) days after the date the Enterprise provides written notice of its objection to Servicer, either Party shall be entitled to submit the dispute to arbitration in accordance with Section 18. If the Enterprise and Servicer are unable to resolve the disputed or objectionable item(s) prior to the commencement of the applicable year, the undisputed portions of the proposed Servicing Budget

shall be deemed to be adopted and approved and the corresponding line item(s) contained in the Servicing Budget for the preceding year shall be adjusted as set forth herein and shall be substituted in lieu of the disputed item(s) in the proposed Servicing Budget. Those line items which are in dispute shall be determined as follows:

Pending resolution of any disputes over the Servicing Budget, each line item shall be determined by increasing the preceding year's actual expense for the corresponding line items by an amount determined by Servicer which does not exceed the Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics of the United States Department of Labor, U.S. City Average, all items (1982-1984=100) for the year prior to the year with respect to which the adjustment to the line item(s) is being calculated or any successor or replacement index thereto. The resulting Servicing Budget obtained in accordance with the preceding sentence shall be deemed to be the Servicing Budget in effect until such time as the Enterprise and Servicer have resolved the disputed items.

Servicer may, subject to approval by the Enterprise if such a change requires reallocation of more than fifteen percent (15%) of the particular line items being affected, revise the Servicing Budget from time to time, as necessary, to reflect any unpredicted significant changes, variables or events or to include significant, additional, unanticipated items of expense. Servicer may, after notice to the Tribal Representatives, reallocate part or all of the amounts budgeted with respect to any line item to another line item and to make such other modifications to the Servicing Budget as Servicer deems necessary when such reallocation is fifteen percent (15%) or less than for the line items being affected. The Enterprise acknowledges that the Servicing Budget is intended only to be a reasonable estimate of Enterprise revenue and expenses for the ensuing year. Servicer shall not be deemed to have made any guaranty, warranty or representation whatsoever in connection with the Servicing Budget, however Servicer shall act in good faith when projecting, proposing and presenting an Servicing Budget to the Enterprise for its approval.

4.6 Regulatory and Litigation Matters. If any claim or legal action, except an action to impose taxes as contained in 7.5.1 of the Agreement, is brought against the Enterprise, the Tribe, the Servicer, Enterprise or any employee of the Servicer having responsibilities related to the Enterprise or of Enterprise, or official or employee of the Tribe by any person arising out of the operation of Enterprise or against the Servicer, its parent or Affiliates, employees, directors, managers or members arising out of Servicer's provision of services to the Unsecured Lending Business of Enterprise or performance hereunder or the execution of this Agreement or any other related agreement by Enterprise and Servicer, Enterprise, or the Servicer, as appropriate, shall defend such action. Any cost of such litigation, including any judgment rendered in an action arising out of the operation of Enterprise and the cost of any legal action brought by the Enterprise or Servicer against any third party, shall constitute a Servicing Expense. The only exception to the foregoing shall be that each Party will be responsible for its own acts if same are proven to constitute fraud or willful or wanton misconduct. Nothing in this Section shall be construed to waive, in whole or in part, the Tribe's or Enterprise's sovereign immunity, except as contemplated in the limited waiver of sovereign immunity contained in Section 14 herein.

The Enterprise and Servicer shall establish and maintain a separate and segregated joint signature bank account ("Regulatory and Litigation Reserve Fund") that shall contain a balance of not less than, but no more than, Fifty Thousand Dollars ($50,000). The Regulatory and Litigation Reserve Fund shall be funded with one dollar ($1.00) for every New Transaction and ($.50) for every Repeat Transaction and Refinancing Transaction, as those terms are defined herein. The exclusive purpose of the Regulatory and Litigation Reserve Fund is to provide funding for Enterprise of the costs of any litigation, defense, responses to regulatory inquiries, litigation and other similar expenses arising out of the business of Enterprise. If any claim or legal action is brought against the Tribe, Servicer, Enterprise, or any Affiliate or any employee or director thereof, or any official of the Tribe by any person arising out of the operation of Enterprise, Enterprise, in collaboration and coordination with the Servicer, shall defend such action with monies in the joint signature account described herein as Servicer and Enterprise may agree. Any cost of such regulatory action or litigation, including any judgment rendered in an action arising out of the operation of Enterprise and the cost of any legal action brought by Servicer or Enterprise against any third party, shall be paid by the Regulatory and Litigation Reserve Fund to the extent funds are at the time of payment available therein or if funds are not at the time of such payment then available the amount paid in excess of available funds shall constitute an Servicing Expense. In the event Servicer expends any monies from the Regulatory and Litigation Reserve Fund, the Regulatory and Litigation Reserve Fund shall be replenished in the same manner of initial funding described in the first sentence of this paragraph beginning the first day of the first month following such an expenditure and continue until the Regulatory and Litigation Reserve Fund is again fully funded at $50,000.

To the extent Enterprise maintains or acquires any insurance policy that might cover the cost of defense of any action or any liability resulting from an action against the Enterprise or operation of the Unsecured Lending Business, Enterprise shall name Servicer as an additional insured under any such insurance policy. To the extent there is any such insurance coverage available, Servicer shall seek to use such insurance monies before use of Regulatory and Litigation Reserve Fund monies in defense of any claim or legal action brought against the Tribe, Servicer, Enterprise, or any Affiliate or any employee or director thereof, or any official of the Tribe by any person arising out of the operation of Enterprise, in collaboration and coordination with the Servicer. If, in Servicer's sole discretion, it is not practicable to expend insurance monies before Regulatory and Litigation Reserve Fund monies, Servicer shall seek to replenish any spent Regulatory and Litigation Reserve Fund monies with reimbursement under any applicable insurance policy. To the extent the Regulatory and Litigation Reserve Fund is insufficient to cover the costs of defense of any action or liability, Servicer shall advance monies that it deems necessary and appropriate to defend against such action or liability. Servicer shall be able to be reimbursed with distributions from the Regulatory and Litigation Reserve Fund as it might later be replenished in the manner described in this Paragraph 4.6.

4.7 No Servicer Wages or Salaries. Neither the Servicer nor any of Servicer's employees, officers, directors or principals shall be compensated by wages from or contract payments by Enterprise for their efforts or for any work which they perform under this Agreement other than the Servicing Fee paid to Servicer under Section 6.2.

4.8 Internal Control Systems. The Servicer shall recommend and assist the Operations Manager and Tribal Representatives in implementing accounting standards applicable to the unsecured consumer lending industry.

4.9 Daily Deposits to Bank Account. The Servicer shall collect all gross revenues and other proceeds connected with or arising from the operation of Enterprise and all other activities of Enterprise and deposit proceeds daily into a bank account established under Section 4.4 consistent with Paragraph 3.5.1 herein, except as to any restrictions on cash deposits imposed by the local bank.

4.10 No Cash Disbursements. The Servicer shall not make any cash disbursements from the bank accounts or on hand cash except for the disbursements from any petty cash fund of Enterprise maintained in accordance with the Servicing Budget. Any and all other payments or disbursements by the Servicer shall be made by check or wire transfer drawn against a bank account.

4.11 Transfers Between Accounts. The Servicer has the authority to transfer funds among the bank accounts of Enterprise unless otherwise provided by the Servicing Budget, in order to pay Servicing Expenses, pay the Servicing Fee, or to pay a debt service and any other payments provided for in Section 6 or elsewhere in this Agreement.

4.12 Accounting and Books of Account.

4.12.1 Statements. The Servicer shall prepare and provide to Enterprise servicing statements on a monthly, quarterly, and annual basis, which shall include: comparative statements of all revenues after the first full year of operation, statements of all other amounts collected and received, and all deductions and disbursements made there from in connection with Enterprise. The monthly and quarterly servicing reports shall be delivered by the twenty-first (21st) day of the following month, with the annual servicing report delivered within ninety (90) days of the year-end and shall be in form satisfactory to meet all requirements under any Authorized Debt as defined in Section 5.2. The Enterprise shall include as an Servicing Expense the annual compilation of the books and records of Enterprise and any Subsidiaries as Enterprise deems necessary by a certified public accounting firm selected by the Enterprise subject to the reasonable consent of Servicer, which consent shall not be unreasonably withheld. Such reviews may be used by the Servicer for reporting purposes under applicable laws, if required. The reviewers shall have access to all books and records, all cash management procedure manuals, all internal control manuals, and all other records, documents, papers and persons of Enterprise or employed by Enterprise or Servicer as the reviewers shall deem necessary. For each review performed, the reviewers shall provide Servicer with a letter noting any control weaknesses or other items which it believes should be brought to the attention of the Servicer, and shall permit Servicer to respond to the letter with changes to the operations of Enterprise deemed appropriate by the Servicer which address any concerns expressed in the draft letter within thirty (30) days. The Enterprise warrants that it shall retain in the strictest confidence the information provided by Enterprise, and shall include in any reports concerning Servicer's financial affairs only such portions of information supplied by Enterprise as is required by statute to be provided.

4.12.2 Accounting Standards. Servicer shall maintain the books and records reflecting the operations of Enterprise in accordance with the accounting practices of Servicer on a cash basis consistently applied and shall adopt and follow a fiscal year end of December 31. The accounting records reflecting detailed day-to-day transactions of Enterprise's operations shall be kept by Servicer and made available to the Tribal Representative(s) upon request. The accounting systems and procedures shall, at a minimum (i) include an adequate system of internal accounting controls; (ii) permit the preparation of financial statements on a cash basis; (iii) permit the calculation and payment of the Servicing Fee; (iv) provide for the allocation of servicing expenses or overhead expenses among Enterprise and any other user of shared facilities and services; and (vi) provide for disbursements to Enterprise

4.13 Enterprise Servicing Standards. Servicer shall operate Enterprise in accordance with servicing standards mutually agreed upon by the Servicer and the Enterprise, which standards shall be consistent with the servicing standards of the industry generally.

5. Liens and Debt.

5.1 Liens. The Enterprise specifically represents and warrants to the Servicer that during the term of this Agreement Enterprise shall not act in any way whatsoever, either directly or indirectly, to cause any Party to become an encumbrance or lienholder of any facility utilized by Enterprise or any tangible or intangible personal property assets of Enterprise, other than, as to the tangible or intangible personal property assets of Enterprise only, a creditor of Enterprise, or the Servicer, provided the Servicer is a creditor or is guaranteeing the amounts due under Authorized Debt, or to allow any Party to obtain any interest in this Agreement without the prior written consent of the Servicer.

5.2 Authorized Debt. "Authorized Debt" shall mean debt incurred by Enterprise to operate the Unsecured Lending Business, including from one or more Commercial Finance Providers, and any extensions or renewals of such debt.

6. Servicer Fee Reimbursement, Disbursement, and Capital Contribution.

6.1 Disbursements at the Commencement of the Term. On the Effective Date, Servicer shall pay from its own account, and not the account of Enterprise, to Enterprise as directed by Enterprise the sum of five thousand and No/100 Dollars ($5,000.00) to reimburse the Enterprise for due diligence-related costs.

6.2 Servicing Fee. Servicer is authorized by Enterprise to pay itself its Servicing Fee in accordance with the terms of Section 3.5.1 hereof.

6.3 Disbursements. All revenues received by Enterprise in connection with the Unsecured Lending Business shall be deposited into the Primary Bank Account. These revenues shall, in turn, be disbursed by Servicer, for and on behalf of Enterprise, from the Primary Bank Account to pay, to the extent available, Servicing Expenses.

6.4 Payment of Fees and Tribal Disbursement. No later than fifteen (15) days or such other time period as provided in this Agreement after the end of each calendar month of operations, the Servicer shall calculate and report to the Enterprise the Gross Revenuesfor the

preceding month and shall disburse the funds in the Primary Bank Account (or otherwise set aside reserves out of such funds as permitted by this Agreement) to the extent due and payable in the following order of priority:

6.4.1 To the Enterprise, 50% of Tribal Net Profits and to Tribal Loan Management, LLC, 50% of Tribal Net Profits in accordance with Section 7.15;

6.4.2 To Servicer, an amount sufficient to reimburse Servicer for any amounts advanced to the Enterprise by Servicer;

6.4.3 To all service providers, including Servicer, all Servicing Expenses, including allocations to reserves as provided in the Servicing Budget, including any additional monies owed to Servicer, to the extent the same have not been paid during the course of the preceding calendar month;

6.4.4 To any creditor of the Enterprise, an amount sufficient to repay any principal or interest outstanding under any Authorized Debt extended by such creditor but only to the extent then required to be repaid (and which amount(s) shall first be paid out of any reserves established for the repayment of any such debt); and

6.4.5 To the Servicer, the Servicing Fee in the manner directed by the Servicer (which shall be paid monthly pursuant to Section 3.5.1 hereof).

7. General Provisions.

7.1 **Notice**. All notices and other communications hereunder shall be in writing, and shall be deemed to have been duly given (a) upon hand delivery thereof, (b) upon facsimile and written confirmation of transmission, (c) upon receipt of any overnight deliveries, or (d) on the third (3rd) business day after mailing United States registered or certified mail, return receipt requested, postage prepaid, addressed to each Party at the following addresses:

If to Enterprise:

Red Rock Tribal Lending, LLC
P.O. Box 249
Watersmeet, MI 49969

Lac Vieux Desert Band of Lake Superior Chippewa Indians,
As sole member of Red Rock Tribal Lending, LLC
Attn: General Counsel
P.O. Box 249
Watersmeet, Michigan 49969

If to Servicer:

Bellicose VI, Inc.
2106 Company Street, Suite 4
Christiansted, VI 000820

7.2 **Authorization**. The Enterprise and Servicer represent and warrant to each other that they each have full power and authority to execute this Agreement and to be bound by and perform the terms hereof. The Enterprise further warrants that it has complied with all applicable tribal laws and procedures necessary to effectuate its obligations herein, including but not limited to any requisite Tribal approvals. Upon request, each Party shall furnish the other evidence of the authority represented in this Paragraph 7.2.

7.3 **Relationship**. Servicer and Enterprise or the Tribe as sole member of the Enterprise shall not be construed as joint-venturers or partners of each other by reason of this Agreement and none shall have the power to bind or obligate the other except as set forth in this Agreement.

7.4 **Servicer's Contractual Authority in the Performance of this Agreement**. Subject to the provisions of Section 4.2.2, and applicable law, Servicer is authorized to negotiate, and perform for the account of Enterprise any contracts deemed necessary or appropriate by Servicer and executed by the Enterprise to perform Enterprise's obligations under this Agreement and any other agreement or other instrument reasonable necessary or appropriate in the conduct of the Unsecured Lending Business or authorized herein.

7.5 **Further Actions**. Enterprise and Servicer agree to execute all contracts, agreements and documents and to take all actions necessary to comply with the provisions of this Agreement and the intent hereof.

7.5.1 **Taxes**. If any state or any local government attempts to impose any possessory interest tax upon any Party to this Agreement or upon any facility utilized by Enterprise, in the name of the appropriate Party or parties in interest, will, upon the request of either Party, resist such attempt through legal action. The costs of such action and the compensation of legal counsel shall be an Servicing Expense of Enterprise. Any such tax shall constitute an Servicing Expense of Enterprise. This Section shall in no manner be construed to imply that any Party to this Agreement or Enterprise, or Authorized Agents are liable for any such tax, or that any state or federal tax on the Servicer's income is to be considered an expense of Enterprise or Authorized Agents.

7.5.2 **Tribal Taxes**. The Enterprise agrees that neither it nor any agent, agency, affiliate or representative of the Enterprise will impose any taxes, fees, assessments, or other charges of any nature whatsoever on payments of any debt service to Servicer, or to any Authorized Agents, or to any lender furnishing financing for any facility utilized by or for Enterprise, or on Enterprise or the revenues therefrom, or on any Servicing Fee as described in Section 3.5 of this Agreement; provided, however, Enterprise may assess a tax upon Servicer or an Authorized Agent in the nature of a business license and occupation tax or other tax assessed against Servicer or an Authorized Agent by any state, but only to the extent that same is a dollar for dollar set off against the state tax. The Enterprise further agrees that neither it nor any agent, agency, affiliate or representative of the Enterprise will impose any taxes, fees, assessments or other charges of any nature whatsoever on the salaries or benefits, or dividends paid to, any of the Servicer's stockholders, officers, directors, or employees or any of the stockholders, officers, directors, or employees of Enterprise, or any of the Subsidiaries of Enterprise or Servicer, or any of the Authorized Agents. The Enterprise further agrees that the amount of any

tax, fee, assessment or other charge of any nature whatsoever that may subsequently be imposed contrary to this Section 7.5.2 shall be added to the Servicing Fee to which the Servicer is entitled under this Agreement. Servicer retains the right, in its sole discretion, to terminate this Agreement and all accompanying agreements if it reasonably determines that any statute or regulation of the Tribe renders operation of Enterprise uncompetitive. Should the Servicer terminate this Agreement pursuant to this Section, the Servicer shall retain the right to repayment of money lent to Enterprise on a limited recourse basis, limited exclusive to the assets of the Enterprise and to no other assets of the Tribe or any other arm or affiliate of the Tribe. Except as otherwise provided herein, if any taxes, fees or assessments are levied by the Tribe on Enterprise, Servicer, or any Authorized Agent, such taxes and assessments shall be abated for the term of this Agreement. Nothing herein shall limit the Tribe's ability to tax its members or businesses operating within the regulatory jurisdiction of the Tribe.

7.5.3 Situs of the Contracts. This Agreement, as well as all contracts entered into between Enterprise and any person or any entity providing services to Enterprise or to the Servicer on behalf of Enterprise, shall be deemed entered into at the Tribal Administration Office of the Tribe in Watersmeet, Michigan, and shall be subject to all Legal Requirements of the Tribe and federal law, except as otherwise expressly provided herein.

7.5.4 Enforcement. Authorized Agents are agreed to be intended third party beneficiaries of this Section 7.5 and shall have the right to enforce same to the extent of any breach thereof as same applies to such Authorized Agent.

7.6 Defense. Except for disputes between Enterprise and Servicer, Servicer shall bring and/or defend and/or settle any claim or legal action brought against Servicer or Enterprise and/or the Tribe, individually, jointly or severally in connection with the operation of Enterprise. Servicer and Enterprise shall consult and agree on who Enterprise shall retain as legal counsel, accountants and such other professionals, consultants and specialists to defend and/or settle any such claim or cause of action, and such professionals shall be under the supervision of Servicer, subject to the approval of the Enterprise. In all claims or legal actions bringing claims against Enterprise and/or the Tribe involving questions of jurisdiction, tribal sovereignty or sovereign immunity issues, the Servicer shall consult with Enterprise and the Tribe concerning the presentation and defense of such actions and the Tribe and Enterprise shall provide any information necessary to assist in the Servicer's and Enterprise's defense of any such claims or legal actions. All liabilities, reasonable costs, and expenses, including attorneys' fees and disbursements, incurred in defending and/or settling any such claim or legal action which are not covered by insurance shall be paid from the Regulatory and Litigation Reserve Fund to be established by Enterprise and the Servicer pursuant to Section 6.3, or otherwise as an Servicing Expense. Nothing contained herein is a grant to the Servicer of the right to waive tribal sovereign immunity of the Tribe or of Enterprise.

7.7 Tribal Laws. The Enterprise represents that attached hereto as Schedule 1.0 is a complete copy of each and every law of the Tribe or otherwise that may pertain to the transactions and activities contemplated to be conducted pursuant to this Agreement and the agreements between Enterprise and each designated service provider and lender of the Subsidiaries and between Enterprise and such Subsidiaries; and furthermore, that except as provided in such laws set forth in Schedule 1.0, there are no laws, requirements or restrictions

that are reasonably known to the Parties as of the effective date of this Agreement that could apply to such transactions and activities, including but limited to laws, requirements or restrictions related to civil or criminal usury. Any passage by the Tribe of any law or requirement that, in Servicer's discretion, is determined to have a material negative impact on the financial benefits of this Agreement may be regarded as a breach of this Agreement by Enterprise, and actionable by Servicer under the dispute resolution provisions herein.

7.8 Waivers. No failure or delay by Servicer or Enterprise to insist upon the strict performance of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon the breach thereof, shall constitute a waiver of any such breach or any subsequent breach of such covenant, agreement, term or condition. No covenant, agreement, term, or condition of this Agreement and no breach thereof shall be waived, altered or modified except by written instrument. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, agreement, term and condition of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof.

7.9 Captions. The captions for each Section are intended for convenience only.

7.10 Severability. If any of the terms and provisions hereof shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any of the other terms or provisions hereof. If, however, any material part of a Party's rights under this Agreement shall be declared invalid or unenforceable (specifically including Servicer's right to receive its Servicing Fees) the Party whose rights have been declared invalid or unenforceable shall have the option to terminate this Agreement upon thirty (30) days written notice to the other Party, without liability on the part of the terminating Party.

7.11 Interest. Any amount payable to Servicer or Enterprise by the other which has not been paid as provided herein shall accrue interest as may be agreed upon by the parties.

7.12 Reimbursement. The performance by Servicer of its responsibilities under this Agreement are conditioned upon Enterprise generating sufficient funds from borrowings and operations to enable Servicer on a timely basis to perform its obligations hereunder. Notwithstanding the foregoing, Servicer shall, according to the terms of this Agreement may, at its option if not so required, advance funds or contribute property, on behalf of Enterprise, subject to the prior approval of the Enterprise, to satisfy obligations of Enterprise in connection with Enterprise and this Agreement. Servicer shall keep appropriate records to document all reimbursable expenses paid by Servicer, which records shall be made available for inspection by Enterprise through the Tribal Representative(s) or its agents upon request and supplied to the Tribe as sole member of the Enterprise on a monthly basis. Enterprise agrees to reimburse Servicer with interest from future Net Revenues of Enterprise for money paid or property contributed by Servicer to satisfy obligations of Enterprise in connection with this Agreement. Interest shall be calculated at the rate set forth in Section 7.11, or if no rate was agreed upon at six percent (6%) per annum, from the date the Servicer advances monies to the date reimbursement is made. The Servicer's sole source of such reimbursement shall be from the assets of Enterprise.

7.13 **Travel and Out-of-Pocket Expenses**. Subject to the Servicing Budget, all travel and out-of-pocket expenses of Enterprise or Servicer or employees of Enterprise reasonably incurred in the performance of their duties shall be an Servicing Expense.

7.14 **Third-Party Beneficiary**. This Agreement is exclusively for the benefit of the parties hereto and it may not be enforced by any Party other than the parties to this Agreement and shall not give rise to liability to any third party other than the authorized successors and assigns of the parties hereto.

7.15 **Brokerage or Other Fees**. Servicer and Enterprise acknowledge that Tribal Loan Management, LLC has brokered the transaction between the Tribe, as sole member of the Enterprise, and Servicer. Further, the Enterprise has authorized that fifty percent (50%) of the Tribal Net Profits due to the Tribe pursuant to Section 3.5.1 with the minimum set forth therein be paid directly to Tribal Loan Management, LLC by the Servicer on behalf of the Enterprise concurrent with the payment to the Enterprise on a monthly basis along with a copy of the monthly financial statements of the Enterprise. Servicer and Enterprise hereby agree to indemnify and hold the other harmless from and against any and all claims, loss, liability, damage or expenses (including reasonable attorneys' fees) suffered or incurred by the other Party as a result of a claim brought by a person or entity engaged or claiming to be engaged as a finder, broker or agent by the indemnifying Party except for those listed in this Paragraph 7.15.

7.16 **Survival of Covenants**. Any covenant, term or provision of this Agreement which, in order to be effective, must survive the termination or expiration of this Agreement, shall survive any such termination or expiration for a period of one (1) year following the termination or expiration of this Agreement.

7.17 **Survival of Remedy**. Subsequent to any termination of this Agreement, the dispute resolution provisions of this Agreement, including but not limited to the waiver of the Enterprise's sovereign immunity, shall remain available to the Parties with respect to disputes arising out of or relating to this Agreement prior or subsequent for a period of one (1) year after the termination date.

7.18 **Periods of Time**. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on a Saturday, Sunday or any holiday observed by the Tribe, then in such event, said date shall be extended to the next day which is not a Saturday, Sunday or Tribal holiday.

7.19 **Preparation of Agreement**. This Agreement shall not be construed more strongly against either Party regardless of who is responsible for its preparation.

7.20 **Exhibits**. All exhibits and schedules attached hereto are incorporated herein by reference and made a part hereof as if fully rewritten or reproduced herein.

7.21 **Successors, Assigns, and Subcontracting**. The benefits and obligations of this Agreement shall inure to and be binding upon the parties hereto and their respective successors and assigns. Enterprise's (subject to the limitations of its Governing Documents) prior written consent shall be required for Servicer to assign or subcontract any of its rights, interests or obligations as Servicer hereunder to any successor or assign, except to any parent, subsidiary or

affiliate of Servicer. The Enterprise shall, with the prior written consent of the Servicer, which consent shall not be unreasonably withheld, have the right to assign this Agreement and the assets of Enterprise to an instrumentality of the Tribe, including an entity wholly owned by the Tribe organized to conduct the business of Enterprise for the Tribe that assumes all obligations herein. Any assignment by the Enterprise shall not prejudice the rights of the Servicer under this Agreement. No assignment authorized hereunder shall be effective until all necessary government approvals, if any, have been obtained.

7.22 Modification. Any change to or modification of this Agreement must be in writing signed by all parties hereto.

8. Warranties.

8.1 Warranties. The Servicer and Enterprise each warrant and represent that they shall not act in any way whatsoever, directly or indirectly, to cause this Agreement to be amended, modified, canceled, or terminated, except pursuant to Section 7.22. The Servicer and Enterprise warrant and represent that they shall take all actions necessary to ensure that this Agreement shall remain in full force and effect at all times.

8.2 Interference in Tribal Affairs. The Servicer agrees not to interfere in or attempt to influence the internal affairs or government decisions of Tribal government by offering cash incentives, by making written or oral threats to the personal or financial status of any person, or by any other action, specifically including actions in the normal course of business of the Servicer that only affect the activities of Enterprise, except for contact with Enterprise, authorized Enterprise employees, or the Tribe as contemplated in this Agreement. For the purposes of this Section 8.2, if any such undue interference in Tribal affairs is alleged by the Enterprise in writing and through arbitration it is found that the Servicer has unduly interfered with the internal affairs of the Tribal government and has not taken sufficient action to cure and prevent such interference, that finding of interference shall be grounds for termination of the Agreement.

8.3 No Political Interference with Operations. The Enterprise agrees that it shall not, through the Tribe's elected government officials or tribal employees, interfere with the day-to-day operations of Servicer or of the Subsidiaries.

8.4 Prohibition of Payments to Members of Tribal Government. The Servicer represents and warrants that no payments have been or will be made to any member of the Tribal government, any Tribal official, any relative of a member of Tribal government or Tribal official, or any Tribal government employee for the purpose of obtaining any special privilege, gain, advantage or consideration. Any payment received by a Tribal Representative in the performance of his or her duties as Tribal Representative shall not constitute a prohibited payment.

8.5 Prohibition of Hiring Members of Tribal Government. No member of the Tribe may be employed at Enterprise without a written waiver of this Section 8.5 by the Tribe adopted by motion or Resolution of the Tribal Council, and as otherwise required by applicable law. This provision shall not apply to the hiring or selection of the Tribal Representative.

8.6 Prohibition of Financial Interest in Enterprise. No member of the Tribal government or relative of a member of the Tribal government shall have a direct or indirect financial interest in Enterprise greater than the interest of any other member of the Tribe, nor shall any such person have any direct or indirect financial interest in the Servicer, its parents, subsidiaries or affiliates.

8.7 Definitions. As used in this Section 8, the term "member of the Tribal government" means the Tribal Representatives or any member of the Tribal Council, or other tribal elected official, or any independent board or body created to oversee any aspect of Enterprise or its business and any Tribal Court official; the term "relative" means an individual residing in the same household who is related as a spouse, father, mother, son or daughter.

9. Grounds for Termination.

9.1 Voluntary Termination and Termination for Cause. This Agreement may be terminated as set forth in this Agreement.

9.2 Voluntary Termination. This Agreement may be terminated upon the mutual written consent and approval of the Parties. This Agreement may also be terminated voluntarily solely by Servicer upon one hundred and eighty (180) days written notice to the other Party pursuant to the notice provisions of Section 7.1 herein. The Enterprise may terminate this agreement upon one hundred and eighty (180) days written notice following the period in which any Authorized Debt is outstanding in which any Bellicose VI guaranty remains outstanding.

9.3 Termination for Cause. Any of the parties may terminate this Agreement if any of the Parties commits or allows to be committed any material breach of this Agreement. A material breach of this Agreement shall include, but not be limited to, a failure of either Party to perform any monetary obligation within five (5) days of when due, or any nonmonetary material duty or obligation on its part for any twenty (20) consecutive days after notice. A Party may not terminate this Agreement on grounds of material breach unless it has provided written notice to the other parties of its intention to declare a default and to terminate this Agreement and the defaulting Party thereafter fails to cure or take steps to substantially cure the default within ninety (90) days following receipt of such notice. The discontinuance or correction of a material breach shall constitute a cure thereof.

In the event of any termination for cause, regardless of fault, the Parties shall retain all money previously paid to them pursuant to Section 6 of this Agreement and shall receive all amounts currently owed to them under this Agreement.

An election to pursue damages or other equitable remedies while this Agreement remains in effect pursuant to the provisions of Section 9.6 or 9.7 shall not preclude the injured Party from providing notice of termination pursuant to this Section 9.3. Neither shall termination preclude a suit for damages.

9.4 Involuntary Termination Due to Changes in Legal Requirements. It is the understanding and intention of the parties that the establishment and operation of Enterprise conforms to and complies with all Legal Requirements. If during the term of this Agreement, Enterprise, or any material aspect of the business conducted by Enterprise, becomes prohibited

by operation of federal law or determined by final judgment of a court of competent jurisdiction, after all appeals thereof, to be unlawful under applicable law, the obligations of the parties hereto shall cease, and this Agreement shall be of no further force and effect; provided that (i) the Servicer shall have the rights in Section 4.4 of this Agreement; (ii) the Servicer and the Enterprise shall retain all money previously paid to them pursuant to Section 6 of this Agreement; (iii) funds of Enterprise in any account shall be paid and distributed as provided in Section 6 of this Agreement, provided any Authorized Debt shall be paid in full; (iv) any money lent by or guaranteed by the Servicer or its affiliates to Servicer shall be repaid to the Servicer to the extent provided in a written agreement entered in connection therewith, with recovery of monetary payments or damages limited in recourse to Enterprise assets and any such payments or damages shall be made only after payment in full of any and all amounts under any Authorized Debt; and (v) the Enterprise, directly or indirectly, shall retain its interest in the title to all Enterprise assets, fixtures, supplies and equipment subject to any requirements of financing arrangements. Nothing contained in this Section 9.4 shall be read to preclude either or both parties from contesting any actions which could lead to the involuntary cessation of business by Enterprise.

9.5 Consequences of Servicer's Breach. In the event of the termination of this Agreement by Enterprise for cause under Section 9.3, the Servicer shall not, prospectively from the date of termination, except as provided in Section 9.3, have the right to its Servicing Fee from Enterprise, but such termination shall not affect the Servicer's rights relating to reimbursement for any amounts it has loaned Enterprise under this Agreement through the date of termination or other agreements entered pursuant hereto. Any Net Revenues accruing through the date of termination shall be distributed in accordance with Section 6 of this Agreement.

9.6 Consequences of Enterprise's Breach. In the event of termination of this Agreement by the Servicer for cause under Section 9.3, the Servicer shall not be required to perform any further services under this Agreement and Enterprise shall indemnify and hold the Servicer harmless against all liabilities of any nature whatsoever relating to Enterprise, but only insofar as these liabilities result from acts within the control of Enterprise or its agents or created by the termination of this Agreement, and also with the source for such indemnification limited to the assets or future earnings of Enterprise and without recourse to other assets of the Tribe. The parties acknowledge and agree that termination of this Agreement may not be a sufficient or appropriate remedy for breach by Enterprise, and further agree that pursuant to the other provisions of this Agreement, the Servicer shall, upon breach of this Agreement by Enterprise, have the right to pursue such remedies (in addition to termination) at law or equity as it determines are best able to compensate it for such breach, including, without limitation monetary compensation, except that the source for such compensation shall be limited to the assets or future earnings of Enterprise without recourse to other assets of the Tribe, specifically the Servicing Fee pursuant to Section 6 for a term equal to the then remaining term of this Agreement at the amount specified in Section 6 provided any such payments or damages shall be subordinate to the payment of the amounts due under any Authorized Debt. Enterprise specifically acknowledges and agrees that there will be irreparable harm to the Servicer and that damages will be difficult to determine if Enterprise commits any breach, and Enterprise therefore further acknowledges that an injunction and/or other equitable relief is an appropriate remedy for any such breach. In such event, the Servicer shall have the right to its Servicing Fee accruing through the date of termination as provided in Section 6 of this Agreement, the repayment of

unpaid principal and interest and other amounts due under any loans from it to Enterprise, provided any such payments or damages shall be subordinate to the payment of the amounts due under any Authorized Debt as defined in Section 5.2.

10. Conclusion Of the Servicing Term. Upon the conclusion of the Term of this Agreement, or the termination of this Agreement under other of its provisions, in addition to other rights under this Agreement, the Servicer shall have the following rights:

10.1 Transition. If termination occurs at any time other than upon the conclusion of its Term, Servicer shall be entitled to a reasonable period of not less than thirty (30) days to transition services for which it has been retained to provide to Enterprise to the Tribe or its designee. Any property or equipment of Servicer that may be located at any location of the Tribe or Enterprise shall be returned to Servicer. Any property or equipment of Enterprise that may be located at any location of the Tribe or Enterprise shall be returned to Enterprise.

10.2 Undistributed Net Revenues and Remaining Regulatory and Litigation Reserve Fund Monies. If Enterprise has accrued Net Revenues which have not been distributed under Section 6 of this Agreement, the Servicer shall receive that Servicing Fee equal to that Fee it would have received had the distribution occurred during the Term of the Servicing Agreement. Any monies remaining in the Regulatory and Litigation Reserve Fund twelve (12) months after the conclusion of the management term shall be distributed fifty-fifty to the Servicer and Enterprise in accord with the proportion the Parties contributed those monies to the Regulatory and Litigation Reserve Fund.

11. Consents and Approvals.

11.1 Enterprise. Where approval or consent or other action of Enterprise is required, such approval shall mean the written approval of the Enterprise subject to its Governing Documents. Should the Governing Documents require the Tribe as sole member of the Enterprise to act, such action should be evidenced by a duly enacted resolution or properly recorded motion at a meeting of the Tribal Council thereof. Any such approval, consent or action shall not be unreasonably withheld or delayed.

11.2 Servicer. Where approval or consent or other action of the Servicer is required, such approval shall mean the written approval of the Operations Manager. Any such approval, consent or other action shall not be unreasonably withheld or delayed.

12. Disclosures.

12.1 Warranties. The Servicer warrants and represents as follows: (i) no person or entity has any beneficial ownership interest in the Servicer other than as set forth herein; (ii) no officer, director or owner of 5% or more of the stock of the Servicer has been arrested, indicted for, convicted of, or pleaded nolo contendere to any felony or any offense related to business of payday loans or the payday loan industry in general, or had any association with individuals or entities known to be connected with organized crime; and (iii) no offices or director of the Servicer, has been arrested, indicted for, convicted of, or pleaded nolo contendere to any felony or any offense described in subsection (ii) above, or had any association with individuals or entities known to be connected with organized crime.

12.2 **Disclosure Amendments**. The Servicer agrees that whenever there is any material change in the information disclosed pursuant to this Section 12 it shall notify the Enterprise in writing pursuant to Section 7.1. All of the warranties and agreements contained in this Section 12 shall apply to any person or entity that would be listed in this Section 12 as a result of such changes.

12.3 **Breach of Servicer Warranties and Agreements**. The material breach of any warranty or agreement of the Servicer contained in this Section 12 shall be grounds for immediate termination of this Agreement; provided that if a breach of the warranty contained in clause (ii) of Section 12.2 is discovered, and such breach was not disclosed but all officers and directors of the Servicer sign sworn affidavits that they had no knowledge of such breach, then the Servicer shall have thirty (30) days after notice from Enterprise to terminate the interest of the offending person or entity and, if such termination takes place, this Agreement shall remain in full force and effect.

13. **No Present Lien Lease or Joint Venture**. The parties agree and expressly warrant that neither the Servicing Agreement nor any exhibit thereto is a mortgage or lease and, consequently, does not convey any present interest whatsoever in Enterprise or its assets, nor any proprietary interest in Enterprise itself. The parties further agree and acknowledge that it is not their intent, and that this Agreement shall not be construed, to create a joint venture between Enterprise and the Servicer; rather, the Servicer shall be deemed to be an independent contractor for all purposes hereunder.

14. **Enterprise's Limited Waiver of Sovereign Immunity**. Subject to the provisions hereof, Enterprise, to the extent that Enterprise can avail itself to the sovereign immunity of the Tribe, the Enterprise hereby clearly, expressly and irrevocably grants to Servicer and its respective successors and assigns hereunder a clear, express and unequivocal waiver of tribal sovereign immunity, to the extent limited herein, from suits, actions or arbitration or mediation proceedings and consents to suits, actions or arbitration or mediation proceedings arising under this Agreement, all in accordance with the terms and limitations herein. Enterprise hereby makes this limited waiver of sovereign immunity as follows:

14.1 For the purpose of allowing the Servicer to take any and all actions necessary to enforce the provisions of this Agreement pursuant to the alternative dispute resolution procedures set forth in Section 18, including mediation, arbitration, and judicial enforcement proceedings which seek injunctive or declaratory relief and/or damages (as limited in Paragraph 16), specific performance or other legal and equitable remedies in the court or courts authorized by this Agreement and to effect enforcement of any remedy granted herein. This waiver of sovereign immunity also applies to any attempt by a later tribal government to revoke the Enterprise's waiver of sovereign immunity or consents herein. The Enterprise waives its sovereign immunity, if applicable, from a judgment or order (including any appellate judgment or order) and post judgment proceedings supplemental thereto consistent with the terms and provisions hereof, which is final because either the time for appeal thereof has expired or the judgment or an order issued by a court having final appellate jurisdiction over the matter.

14.2 Subject to this Section 14, pursuant to its limited waiver, Enterprise expressly waives its immunity from suit and consents to be hailed into mediation or arbitration as provided

in Section 18 and/or to be sued in any of the following: the Lac Vieux Desert Band of Lake Superior Chippewa Tribal Court, Michigan state courts, and the United States District Court for the Western District of Michigan and appellate courts therefrom for all three (3) jurisdictions for any claims by the Servicer arising out of this Agreement. As to any claims by the Servicer or its successors or assigns arising under this Agreement, Enterprise waives its rights to claim it is a tribal entity and/or is operating as a subordinate part of the tribal government entitling as a defense to legal action by the Servicer or its successors or assigns in accord with this Paragraph 14.2.

14.3 Enterprise agrees that it shall not plead or raise as a defense to any action brought by the Servicer or its successors or assigns any right or claim of right to the requirement of exhaustion of tribal court remedies, as the parties have expressly agreed, subject to 14.2 above. The Enterprise waives its rights to have any dispute, controversy, suit, action or proceeding, if any, heard in any tribal court or other tribunal or forum, council or adjudicative body of the whether or not such forum now exists or is hereafter created. The Enterprise hereby expressly waives any requirement which may exist for exhaustion of any remedies available in any tribal forum prior to the commencement of any dispute, controversy, suit, action proceeding in any state or federal court even if any such tribal forum would have concurrent jurisdiction over any such dispute, controversy, suit, action or proceeding but for such waiver, and any application of the abstention doctrine and any other law or interpretation thereof that might otherwise require, as a matter of law or comity, that resolution of any claim, controversy or dispute be heard first in a tribal forum.

14.4 The limited waiver of sovereign immunity granted here does not include any waiver, either express or implied, to any third party.

14.5 The Enterprise covenants and agrees that the clear, express and unequivocal limited waiver of sovereign immunity and other waivers contained herein are irrevocable and agrees not to revoke or limit, in whole or in part, such waiver of sovereign immunity or other waivers contained herein or in any way attempt to revoke or limit, in whole or in part, such waiver of sovereign immunity or other waivers, as the case may be. In the event that the Enterprise (i) revokes, limits, or attempts to revoke or limit the waivers granted herein, (ii) takes any action that is inconsistent with the waivers granted herein, or (iii) fails to submit to the jurisdiction of the tribal, state or federal courts or arbitration tribunals as provided herein, the parties expressly recognize and agree that there remains no adequate remedy at law available to the Parties and that they will be injured. In any such event, Enterprise hereby agrees that the Servicer may seek immediate judicial injunctive relief as provided herein.

14.6 The limited waiver of sovereign immunity of Enterprise as provided for in this Section shall expire at the conclusion of the longer of (i) one (1) year after the termination or expiration of this Agreement, or (ii) at the conclusion of any mediation, arbitration or litigation matter with respect to this Agreement pending at the termination or expiration of this Agreement, including the conclusion of any potential appeals available from such proceedings.

15. **Time is of the Essence**. Time is of the essence in the performance of this Agreement.

16. **Tribal Assets**. The Servicer understands and agrees that notwithstanding anything to the contrary herein, the obligations of the Enterprise hereunder are unsecured obligations and no recourse may be made against any assets of the Tribe, and recourse may only be made against the revenues and personal property of Enterprise after entry of a judgment in a court of competent jurisdiction as provided by the applicable law and the provisions of this Agreement related to an arbitration and provided that obligations due under any Authorized Debt have been paid in full or payment of the judgment is approved by the Lender under any Authorized Debt.

17. **Governing Law**. The interpretation, validity and performance of this Agreement shall be governed by the laws of the Tribe and of the State of Michigan, without regard to the conflicts of law rules of such Tribe or State. If any of the terms and provisions of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect any of the other terms or provisions hereof, all such other terms and provisions to be valid and enforceable to the fullest extent permitted by law.

18. **Dispute Resolution**. All disputes, controversies or claims between the Parties arising out of or relating to this Agreement, including without limitation any dispute, controversy or claim between the Parties regarding the rights, duties, adequacy of performance, breach, or liabilities of a Party under any provision of this Agreement or the validity or enforceability of this Agreement ("Dispute"), shall be resolved by binding arbitration conducted in accordance with the provisions of this Section ("Arbitration Proceedings") and per the limited waiver of tribal sovereign immunity contained in Section 14 above. If a Party ("Complaining Party") concludes that the other Party ("Responding Party") has failed to comply with, or is proposing to take action which is inconsistent or will breach any term or condition of this Agreement, and the Parties informal efforts to resolve the Dispute as set forth in Paragraph 18.1 below have been unsuccessful, the Complaining Party may give written notice to the Responding Party ("Notice of Dispute"), which specifies: (a) the nature of the Dispute; (b) the corrective action which must be taken to remove, or, where appropriate, to commence removal of, the Dispute, if the Dispute is susceptible to cure ("Corrective Action"); (c) a reasonable time limit within which the Corrective Action must be taken ("Time Limit"); and (d) the amount of damages or losses asserted to have arisen from the Dispute. Except in the case of emergencies, no Arbitration Proceedings on a Dispute may be commenced by a Party unless prior Notice of Dispute and opportunity to take Corrective Action have been given as provided in this Subsection. If, within the Time Limit, the Responding Party fails in the reasonable judgment of the Complaining Party to take substantial steps to make the Corrective Action provided for in the Notice of Dispute then, with respect to the Dispute, either Party may initiate Arbitration Proceedings under Paragraph 18.2 with respect to the asserted Dispute. Each of the Parties hereby agrees that this arbitration provision is valid and enforceable and therefore waives any defense or assertion to the contrary.

18.1 **Negotiations/Mediation**. Before Arbitration Proceedings are commenced, the Parties shall use their best efforts to settle the Dispute by negotiating with each other in good faith and, recognizing their mutual interests, attempting to reach a just and equitable solution satisfactory to both Parties. Should the Parties' good faith efforts to resolve a Dispute be unsuccessful, the Parties agree that prior to resorting to judicial or arbitral avenues of relief, they may engage a mutually-acceptable mediator to assist them in resolving the Dispute. If the Parties do not reach a solution within a period of thirty (30) days from the date on which the Dispute was first asserted in writing, then the provisions in Paragraph 18.2 below shall apply.

18.2 Binding Arbitration. Subject to the requirements and limitations of Paragraph 18.1, either Party shall have the right to have the Dispute decided by Arbitration Proceedings in the manner provided in this Paragraph 18.2.

18.2.1 Notice of Intent. A Party intending to demand arbitration shall first serve written notice of that intent ("Notice of Intent to Arbitrate") on the other Party and shall promptly thereafter file the Notice of Intent to Arbitrate with any arbitration organization of its choosing in accordance with the that arbitration organization's rules and pay the required fees. A Notice of Intent to Arbitrate shall specify: (a) the matters to be submitted to arbitration; (b) the nature of the relief to be sought in the arbitration; and (c) the name of the "Pre-Approved Arbitrator" desired to be selected by the Party. The Parties have established a list of pre-approved, mutually acceptable arbitrators, "Pre-Approved Arbitrators," whom either Party may identify as the decider for any Dispute under any arbitration organization's rules. The list of Pre-Approved Arbitrators is contained at Schedule 18.2.1 hereto..

18.2.2 Response. Within ten (10) days after the service of a Notice of Intent to Arbitrate, the other Party shall serve a written response ("Response") specifying (a) any additional matters it intends to submit to arbitration relating to the Dispute, and (b) the nature of any relief it intends to seek in the arbitration. The responding Party shall promptly thereafter file the Response with the arbitration organization that received the Notice of Intent and pay any required fees. In the event that the Pre-Approved Arbitrator identified by the Party initiating a Notice of Intent to Arbitrate is unavailable to serve for whatever reason, the responding Party shall in its Response identify an alternate Pre-Approved Arbitrator from Schedule 18.2.1 to hear the Dispute. The Parties shall alternate identification of Pre-Approved Arbitrators no longer than each ten (10) days until a Pre-Approved Arbitrator who is able to serve in the timeframes provided in this Agreement is identified.

18.2.3 Arbitrators. The Pre-Approved Arbitrators identified from Schedule 18.2.1 shall be the "Decider Arbitrator." Any Arbitration Proceedings shall take place exclusively before the single Decider Arbitrator. Any Decider Arbitrator shall be competent and professionally experienced in the matter being arbitrated. The Parties further agree that no arbitrator shall be an officer, agent, employee, stockholder or contractor of any Party or its affiliates, and nor shall any arbitrator be a member or descendent or spouse of a member or descendent of the Tribe. If no Pre-Approved Arbitrator can serve then the Decider Arbitrator to be appointed shall be selected by the arbitration organization that received the Notice of Intent. All arbitrators, no matter how designated or appointed, shall act as neutral arbitrators. All decisions, awards, orders and other rulings of the arbitrators, relief awarded, or other substantive or procedural matters ("Decisions") shall be made by only the duly-appointed Decider Arbitrator, shall be in writing signed by the Decider Arbitrator, and shall include the findings of fact and conclusions of law on which the Decision is based.

18.2.4 Conduct of Arbitration. After the Notice of Intent to Arbitrate has been delivered, arbitration shall be considered commenced as to all matters properly submitted under the foregoing provisions, and shall thereafter be prosecuted with diligence in accordance with the following provisions, unless the Parties agree otherwise. The Decider Arbitrator shall apply the governing law specified in Section 17, and shall follow such rules of discovery and evidence as the United States District Court for the State of Michigan would apply. Within sixty (60)

days of commencement of the arbitration actions, and after receiving evidence and hearing witnesses, if any, the Decider Arbitrator shall render his or her award, accompanied by findings of fact and a statement of reasons for the decision.

18.2.5 Standard of Review. All Decisions rendered by the Decider Arbitrator shall be determined in light of the nature of the Dispute, the circumstances surrounding the Dispute, applicable Laws, and the rights and interests of the Parties, so as to do substantial justice to the Parties. No order in Arbitration Proceedings may terminate this Agreement except upon (a) a determination that the Dispute on which the order is based constitutes a major and material default under this Agreement, or (b) upon a determination of repeated defaults sufficient to indicate callous indifference to a Party's obligations under this Agreement; provided that in no event shall this Agreement be subject to termination for breach of a term or conditions the breach of which the Parties have agreed shall not be the basis for termination of this Agreement.

18.2.6 Place of Arbitration. All hearings and other proceedings in the arbitration shall be held at Marquette, Michigan, unless otherwise designated by the Parties.

18.2.7 Relief Available. With respect to the matters submitted to Arbitration Proceedings, the Decider Arbitrator shall have authority to:

(a) issue appropriate Interlocutory Orders to mitigate damage or prevent irreparable injury to a Party; and

(b) render a final decision which:

(i) determines or declares the rights, duties, adequacy of performance, breach or liabilities of a Party under the Agreement;

(ii) orders a Party to specifically perform its obligations under the Agreement;

(iii) awards appropriate injunctive, declaratory or compensatory monetary relief for the benefit of a Party; and/or

(iv) contains such further relief and provisions as the arbitrators have jurisdiction and authority to grant.

The Decider Arbitrator shall not have jurisdiction or authority to assess special, consequential or punitive damages against either Party. Except as inconsistent with the provisions of this Section 18, the arbitration shall be conducted in accord with the Commercial Rules of the American Arbitration Association then in effect.

18.2.8 Decision Binding; Enforcement. The Decision of the Decider Arbitrator shall become a "Final Decision" at the time rendered. All Final Decisions shall be conclusive and binding on the Parties with respect to the matters decided, and shall be complied with by the Parties. A Party may enter a Final Decision and institute Judicial Proceedings for the sole purpose of enforcing a Final Decision in any tribunal specific in Section 14 above. In

such Judicial Proceedings, neither Party, without consent of the other Party, shall be entitled to contend that the Final Decision should be vacated, modified or corrected and the Parties hereby expressly waive all other rights and remedies that might otherwise be available in the Judicial Proceeding.

18.2.9 Costs of Arbitration. All costs of arbitration, including the fees and expenses of the Decider Arbitrator, shall initially be borne equally by the Parties, but ultimate responsibility for such costs shall be determined by the Decider Arbitrator in the course of his or her decision and/or award according to the extent to which each Party prevailed on the issues subject to the arbitration. Each Party shall bear the costs and expenses for the presentation of its case, including the fees of its attorneys and experts.

18.2.10 Survival of Remedy. Subsequent to any expiration or termination of this Agreement, this Section shall remain available to the Parties with respect to Disputes arising out of or relating to this Agreement, whether such Dispute arose prior or subsequent to the expiration or termination of the Agreement, for the longer of (i) one (1) year, or (ii) the conclusion of any proceedings timely initiated pursuant to this Section 18, including the conclusion of any appeals allowed by proceedings hereunder.

19. Performance During Disputes. It is mutually agreed that during any kind of controversy, claim, disagreement or dispute, including a dispute as to the validity of this Agreement or to terminate the Agreement for cause, Servicer shall remain in Enterprise as Servicer; and Enterprise and Servicer shall continue their performance of the provisions of this Agreement and its exhibits, subject to the maintenance of any licenses required to perform such duties. Servicer shall be entitled to seek injunctive relief from such court or other competent authority as contemplated by Section 14 of this Agreement to maintain the status quo in the event of a threatened eviction during any dispute, controversy, claim or disagreement arising out of this Agreement.

20. Confidential Information. Each of the Parties agree that any information received concerning any other Party during the performance of this Agreement, regarding a Party's organization, financial matters, marketing plans, or other information of a proprietary nature (the "Confidential Information"), will be treated by all Parties in full confidence and except as required to allow Servicer or Enterprise to perform their respective covenants and obligations hereunder, or in response to legal process or appropriate and necessary inquiry, and will not be revealed to any other persons, firms or organizations; provided, however, that a Party may disclose such information to such of its officers, employees or agents who need to know the information for purposes of performing services to such Party for purposes related to this Agreement and who agree to keep such information confidential and to be bound by this Section to the same extent as if they were signatories to and bound by this Agreement. The provisions of Sections 3.3.2 and 3.3.3 shall apply to the enforcement of this Section. The provisions of this Section shall survive the termination of this Agreement. Confidential Information shall include all information, data, knowledge, and know-how (in whatever form and however communicated) relating to the Enterprise, or to its businesses, operations, properties, products, strategies, plans, markets, or financial positions, that is delivered or disclosed by Servicer, or any Servicer representative, or any of its officers, directors, partners, employees, agents, affiliates, or shareholders, to Enterprise in writing, electronically, verbally, or through visual means, or which

Enterprise learns or obtains aurally, through observation or through analyses, interpretations, compilations, studies, or evaluations of such information, data, knowledge, or know-how regardless of whether or not any such information is marked or designated "confidential."

The obligations not to use or disclose the Confidential Information shall not apply to Confidential Information which (a) has been made previously available to the public by Enterprise or the Tribe as sole member of Enterprise or Servicer or Servicer's affiliates or becomes generally available to the public, unless the Confidential Information being made available to the public results in a breach of this Agreement; (b) prior to disclosure to Enterprise or Servicer or Servicer's affiliates, was already rightfully in any such person's possession; or (c) is obtained by Enterprise or Servicer or Servicer's affiliates from a third party who is lawfully in possession of such Information, and not in violation of any contractual, legal or fiduciary obligation to Enterprise or the Tribe as sole member of Enterprise or Servicer or Servicer's affiliates, with respect to such Confidential Information and who does not require Enterprise or Servicer or Servicer's affiliates to refrain from disclosing such Confidential Information to others.

21. **Execution**. This Agreement is being executed in three (3) counterparts. Each of the three originals is equally valid and binding upon the parties.

22. **Enterprise Name**. Enterprise shall be operated under the business name of Red Rock Tribal Lending, LLC, and such trade names as both the Servicer and Enterprise and the Tribe as sole member of Enterprise shall agree.

23. **Intent to Negotiate New Agreement**. On or before one hundred twenty (120) days before the end of the Term of this Agreement, Enterprise shall give Servicer notice of its intent regarding their willingness to enter into negotiations for a new Servicing Agreement to be effective upon the conclusion of this Agreement. If Enterprise and Servicer are unable to agree to the terms of a new agreement or if Enterprise decide not to enter into negotiations for a new agreement, then Enterprise and Servicer shall agree upon a transition plan within thirty (30) days' notice from Enterprise of its intention not to negotiate a new Servicing Agreement which plan shall be sufficient to allow Enterprise to operate Enterprise and provide for the orderly transition of the management of Enterprise.

24. **Entire Agreement**. This Agreement, including the Exhibits referred to herein and any document executed by the Parties simultaneously herewith, constitutes the entire understanding and agreement of the Parties hereto and supersedes all other prior agreements and understandings, written or oral, between the Parties.

25. **Additional Actions**. Each of the Parties agrees to execute, deliver and, if necessary, record any and all additional instruments, certifications, amendments, modifications and other documents as may be reasonably required by another Party in order to effectuate, complete, perfect, continue or preserve the respective rights, obligations, liens and interests of the parties hereto to the fullest extent permitted by law; provided, that any such additional instrument, certification, amendment, modification or other document shall not materially change the respective rights, remedies or obligations of Enterprise or the Servicer under this Agreement or any other agreement or document related hereto. Each of the parties further agrees to review and

consider the tax benefits that arise from the operation of Enterprise pursuant to the terms of this Agreement and to allocate such tax benefits among the parties in order to promote the respective interests of the parties hereto to the fullest extent permitted by law.

26. **Representation**. The Tribe and Enterprise have been represented by Rosette, LLP in connection with the negotiation of this Agreement, and Servicer has been represented by Greenberg Traurig LLP. Each Party has had its attorneys fully explain and counsel it in connection with the rights and obligations imposed upon such Party under this Agreement and the agreements and other documents contemplated to be executed in connection with the Unsecured Lending Business. Each Party has a complete understanding of such rights and obligations and is entering into the Agreement notwithstanding any covenants or restrictions set forth herein that may impose obligations on the parties.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

RED ROCK TRIBAL LENDING, LLC

By: Craig Mansfield

Name: Craig Mansfield

Title: Co-Manager

By: Michelle Allen

Name: Michelle Allen

Title: Co-Manager

BELLICOSE VI, INC.

By:

Name: Matt Martorello

Title: President

Schedule 1.0

PLEASE REFER TO TAB A4 OF THIS BINDER

Schedule 18.2.1 - List of Pre-Approved Arbitrators

List of Pre-Approved Arbitrators from Indian Country

Robert Anderson

John Bickerman

Robert Clinton

Matthew L.M. Fletcher

JoAnn Cook-Gasco

B.J. Jones

Stacey Leeds

Carrie Newton Lyons

John Petoskey

Michael Petoskey

Frank Pommerscheim

Wenona Singel

Jill Tompkins

Kevin Washburn

Robert A. Williams

Exhibit 4

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Richmond Division

RENEE GALLOWAY, et al.,	:	
	:	
Plaintiffs,	:	
v.	:	Civil Action No. 3:18-cv-406-REP
	:	
BIG PICTURE LOANS, LLC, et al.,	:	
	:	
Defendants.	:	

DECLARATION OF JOETTE PETE

I, Joette Pete, hereby make this Declaration under penalty of perjury, pursuant to 28 U.S.C. § 1746, as follows:

1. My name is Joette Pete. I am the former Vice Chairwoman of the Lac Vieux Desert Band of Lake Superior Chippewa Indians. I served in this capacity between 2010 and 2016. I am over the age of twenty-one and otherwise competent to testify as to the matters contained herein. I have personal knowledge of these matters contained herein based on my experience as Vice Chairwoman, as well as a tribal member of the Lac Vieux Desert Band of Lake Superior Chippewa Indians.

2. In 2011, Tribal Council was approached by Matt Martorello with an opportunity to participate in a lending business. In the fall of 2011, Martorello visited our reservation to meet with Tribal Council to present the deal. During this presentation, Martorello explained that his company would run the business if LVD

allowed him to claim that LVD law applied to the loans. Under the deal, LVD would receive 2% of the gross revenue from the loans.

3. When Tribal Council initially agreed to the deal with Martorello, we understood that all aspects of the lending business would be handled by Martorello and that the Tribe would have no risk. It was understood that Martorello's company would handle everything, including underwriting, marketing, servicing, funding, and collection of the loans. Because Martorello was going to completely run the lending business, he received the most of the profits.

4. For Martorello to be able to claim that LVD law applied to the consumer loans, the deal required that Red Rock "originate" the loans. But, this responsibility was immaterial because Red Rock would have no reason to reject a loan that satisfied Martorello's lending criteria because Martorello ran the business and bore all the risk. After the inception of the business, it was operated completely by Martorello until government regulators and litigation against competitors began. As these cases proceeded, efforts were made to create the appearance of the Tribe's involvement, but the Tribe had no substantive involvement.

5. I have read the declaration of Michelle Hazen submitted in connection with the lawsuits against Big Picture, Ascension, and Matt Martorello. It is my understanding that it is inaccurate for Hazen to assert that "All of Red Rock's employees, computers, and records were on LVD's reservation lands at all times." I

understand that Martorello operated Red Rock exclusively for a significant amount of time after its inception. I understand that some employees, computers, and records were located off the reservation.

6. It is also inaccurate for Hazen to claim that Red Rock contracted with Bellicose VI "to learn the lending industry." That was never the goal when LVD formed Red Rock; nor did Martorello attempt to teach us anything about the business. Tribal Council and other members of the tribe did not have access to information regarding the business. Instead, the relationship with Martorello was presented as an opportunity to make money, with no risk of loss, in exchange for rubberstamping LVD's name on loans. And that is what occurred.

7. Additionally, although business information was kept secret from Tribal Council, it was my understanding that the co-managers did not receive a salary or compensation for their roles as co-managers, at least for the first two years of the business. Instead, the co-managers were volunteers, who were involved for "optics" and to provide pro forma approval of recommendations provided by Bellicose. I believe both co-managers worked other full-time jobs, in addition to their service as tribal council members, at least until January 2014 after we started making structural changes due to lawsuits against the business model.

8. Similarly, it is also inaccurate and misleading for Hazen to assert that "LVD had gained considerable experience and knowledge of the online lending

industry" thereby prompting it to look for ways "to expand its online lending business to earn money for LVD." This is inaccurate because Martorello initiated and developed the concept to restructure after the district court ruled against Red Rock in its litigation against the New York Department of Financial Services.

9. For example, less than three weeks after the district court's decision in Otoe-Missouria, I received the e-mail attached hereto as Exhibit 1 from Martorello. In this e-mail, Martorello detailed his "concept" to "facilitate a transition to LVD" of his "businesses." This e-mail was sent shortly after another e-mail from Martorello, where he detailed his fears that the Otoe-Missouria decision would "precipitate" a potential investigation and prosecution of him personally. Attached as Exhibit 2 is a true and accurate copy of that e-mail correspondence. This is the first time we were ever presented with the opportunity "to own" the business, but it would still be controlled by Martorello as proposed.

10. In 2014-2016, LVD's Tribal Council did not look for ways to expand its business and did not gain considerable experience and knowledge of the industry. The restructure was driven by Martorello's desire to attempt to obtain sovereign immunity for his businesses. Other than receiving our monthly proceeds, Tribal Council had nominal involvement and little understanding about the operations of the business, and the Tribe was not in a position to run the business.

11. As part of the restructure, I have learned that Matt Martorello's emails were destroyed. I did not participate in the destruction of Martorello's emails. I do not know who performed this task, and to my knowledge, it was not presented to Tribal Council for approval. However, it does not surprise me that the e-mails were destroyed because a shredding company was also hired to destroy paper records related to the business. This had never been done in the past and was performed specifically to conceal the truth about the business.

12. And unless they were deleted/destroyed, Tribal Council kept audio recordings of our monthly meetings. These audio recordings would be consistent with the statements herein and would show the lack of meaningful involvement of Tribal Council in the lending business.

I have reviewed this Declaration and declare under penalty of perjury that the foregoing statements are true to the best of my knowledge and belief.

Date: August 20, 2019

Joette Pete

Joette Pete-Baldwin

From:	Matt Martorello <mattm@bellicosevi.com>
Sent:	Monday, October 14, 2013 4:14 PM
To:	Karrie Wichtman; Chairman James Williams; Cheryl McGeshick; Eli Edwards; gkway@lvdtribal.com; Henry Smith; Joette Pete-Baldwin (joette.pete@lvdtribal.com); John McGeshick, Jr.; Susan McGeshick (susan.mcgeshick@lvdcasino.com); Tyrone McGeshick (tyrone.mcgeshick@lvdcasino.com)
Cc:	Craig Mansfield (craig.mansfield@lvdcasino.com); Justin Martorello
Subject:	SPVI Equity Transfer to LVD

Good afternoon,

Below is the beginning of a concept I have to facilitate a transition to LVD of MY businesses. The abrupt termination of RRTL/DCTF, as it is written in the existing servicing agreements, is an oversimplified end that we have for some time been meaning to revisit. I think it is time to move forward on the proper legacy plan for how our companies come together. I believe Rob and Karrie can provide some highlights, but I do believe the items below should be able to get us to a term sheet with the goal of FINAL documents delivered on 10/30/13. The documents will not be as daunting as the list below appears, for tax structuring reasons, it is a little more complicated than it appears.

- Assign today to LVD - 51% of Bellicose VI, LLC Equity only membership interest tied to the SPVI subsidiary only (i.e. SPVI is a wholly owned sub of Bellicose, as it must be for tax reasons. Therefore, LVD's equity share for the subsidiary would be at the Bellicose parent company level):
  - LVD will own 51% equity, but 0% profits interest until month 49 when it becomes 100% equity and 80% profits
  - BlueTech will own 49% equity, but 100% profits interest until month 49 when it becomes 0% equity and 20% profits
  - Current Manager (myself) will be locked in as the decision maker for 48 months, at which point they will hire a new Manager to replace me
  - In month 49, Profits will be 80% LVD and 20% BlueTech for 10 years, after which it is 100% profits to LVD.
- Assign today to LVD - 51% of 7X Services, LLC Equity only for a membership class tied to:
  - Iron Fence Investments, LLC
  - Obsidian Armor Fund, LLC (note this will be dissolved before the 48 month mark)
  - WMS (where both WMS and SPVI terminate the existing option agreements)
  - On January 1st, due to my forthcoming 2014 restructuring, Bellicose VI, LLC will be transferred 100% to 7X Services, LLC and LVD's Equity will be shifted to DIRECTLY to SPVI (as we move from the VIs to Puerto Rico)
- Other:
  - Appropriate waivers of SI to protect the Assignors and Managers
  - Structured to ensure the integrity of sovereign immunity
  - It is possible the currently Delaware and Virgin Islands LLCs, may need to be migrated to be LVD LLCs (perhaps AFTER the closing in the interest of time)
  - Castle stops NEW customer loans beginning on January 31, 2014 and only does VIP loans thereafter (same as DCTF today)
  - Tribe uses its own capital to launch a new portfolio in Q1 2014, in which SPVI generates the same fees from the TLE, but LVD gets to keep 75% of the profits interest on the SPVI side for servicing the portfolio, until that 48th month. Adjusts the same thereafter. (This is required for tax purposes)
  - Proper indemnities to the Assignors and Managers
  - No strings attached, no requirements, no liability to LVD by Assignors or Managers on the new LVD portfolio, RRTL, DCTF, or on anything that may happen after month 48. Best efforts basis.

Joette Pete-Baldwin

From:	Matt Martorello <mattm@bellicosevi.com>
Sent:	Wednesday, October 02, 2013 4:28 PM
To:	Karrie Wichtman; Chairman James Williams; gkway@duckcreektf.com; Craig Mansfield
Cc:	Justin Martorello; Daniel Gravel; weddlej@gtlaw.com; Saba Bazzazieh; Rob Rosette; Cheryl McGeshick; Eli Edwards; gkway@lvdtribal.com; Henry Smith; Joette Pete-Baldwin (joette.pete@lvdtribal.com); John McGeshick, Jr.; Susan McGeshick (susan.mcgeshick@lvdcasino.com); Tyrone McGeshick (tyrone.mcgeshick@lvdcasino.com)
Subject:	RE: Notice to Cease Servicing Origination of New Loans to NY consumers

Thanks for the clarification on these points of distinction Karrie, we'll take a closer look at the details of the provisions and circle back shortly. Simply put in the meantime, we do recommend that RRTL and DCTF stop issuing new and returning customer loans in the State of NY at this time.

From: Karrie Wichtman [mailto:kwichtman@rosettelaw.com]
Sent: Wednesday, October 2, 2013 4:39 PM
To: Matt Martorello; Chairman James Williams; gkway@duckcreektf.com; Craig Mansfield
Cc: Justin Martorello; Daniel Gravel; weddlej@gtlaw.com; Saba Bazzazieh; Rob Rosette; Cheryl McGeshick; Eli Edwards; gkway@lvdtribal.com; Henry Smith; Joette Pete-Baldwin (joette.pete@lvdtribal.com); John McGeshick, Jr.; Susan McGeshick (susan.mcgeshick@lvdcasino.com); Tyrone McGeshick (tyrone.mcgeshick@lvdcasino.com)
Subject: RE: Notice to Cease Servicing Origination of New Loans to NY consumers

Matt and SPVI Team,

Please advise as to the intent of your email as it is my understanding that your email and the citation to Section 9.4 of the Servicing Agreement is effectively a declaration of breach or dispute being asserted in writing in accordance with Section 18.1 of the Servicing Agreement, considering that that provision cited calls for cessation of the obligations of the parties to one another under the Agreement and states that the "Agreement shall be of no further force and effect". Claiming such a breach under 9.4 necessarily requires that such material change in law be based upon "a final judgment of a court of competent jurisdiction, after all appeals thereof". The Order of the Court denying the Plaintiff's Preliminary Injunction is certainly not such an order as it is not a final judgment of a court, appealable and while no such appeals have yet been file we have 30 days from yesterday's date to do so. Transmitting such a notice declaring a breach, if that is the intent here, is unwarranted and unsupported by the facts at hand. It matters not how Judge Sullivan's order will be regarded by overzealous regulatory agencies but rather that such an order IS NOT, in fact, a final order of the Court on the merits changing a material aspect of the Legal Requirements governing the agreement of the parties. Furthermore the provision does not appear to allow for the singling out of a particular state, in this case NY, to wind down business- which is the cause for my confusion – and leads me to believe that it is not your intent at all to make such a declaration of breach.

Indeed, your email, the concerns expressed, and the recommendations therein seem to fall more in line with Section 4.2 in that as the Servicer you have been contracted to advise the Enterprise regarding the "orderly administration and management of Enterprise in the areas of financial reporting, financing, regulatory compliance, marketing, human resources, development of third party servicer relationships, collections and risk assessment". Among other provisions included in Section 4.2 , your observations, and recommendation to the Enterprise not to lend to and wind down business involving residents in the State of New York surely fits within Section 4.2.1 (a) whereby the "Servicer will be responsible for providing pre-qualified leads to Enterprise and providing the necessary credit-modeling data and risk assessment strategies by which the Enterprise may evaluate to whether or not to extend funds to an individual borrower based on criteria that has been established by the Enterprise." Note that the Agreement, in that same section, however,

makes quite clear that "The criteria used to extend funds to individual borrowers will remain within the sole and absolute discretion of the Enterprise and the Enterprise shall execute all necessary loan documentation". Therefore, in the spirit of clarification of your earlier email, would you agree that a better way to approach this matter may be for the Servicer as provided for in Section 4.2.1 (a) to make a recommendation to the Enterprise that in light of recent enforcement actions taken by the State of NY Department of Financial Services, the pending litigation and the recent preliminary Order of the Court, that the Enterprise refrain, immediately, and until further notice, from making new loans in the State of New York and that current loans be wound down until paid in full or some other disposition of the debt to the Enterprise has been reached?

I look forward to your response so that I may advise my client.

Regards,

Karrie S. Wichtman, Partner
Rosette, LLP
Attorneys at Law
Michigan Office
25344 Red Arrow Hwy, Suite B
Mattawan, MI 49071
269.283.5005 – Office
480.242.6959 - Cell
517.913.6443 – Fax
kwichtman@rosettelaw.com
www.rosettelaw.com

CONFIDENTIAL COMMUNICATION: THIS MESSAGE IS A CONFIDENTIAL ATTORNEY COMMUNICATION ONLY FOR USE BY THE INTENDED RECIPIENT. ANY INADVERTENT RECEIPT SHALL NOT CONSTITUTE A WAIVER OF ATTORNEY-CLIENT OR WORK PRODUCT PROTECTION. IF RECEIVED IN ERROR, PLEASE NOTIFY KARRIE S. WICHTMAN IMMEDIATELY AND DELETE THIS MESSAGE. THANK YOU FOR YOUR COOPERATION.

From: Matt Martorello [mailto:mattm@bellicosevi.com]
Sent: Wednesday, October 2, 2013 2:50 PM
To: Chairman James Williams; gkway@duckcreektf.com; Craig Mansfield
Cc: Karrie Wichtman; Justin Martorello; Daniel Gravel
Subject: Notice to Cease Servicing Origination of New Loans to NY consumers

Dear Mr. Chairman and Team:

Due to Judge Sullivan's ruling, we believe we have an involuntary termination event under the Servicing Agreement as it relates to loans made in the State of New York. As you know, the Servicing Agreement provides:

Involuntary Termination Due to Changes in Legal Requirements

It is the understanding and intention of the parties that the establishment and operation of Enterprise conforms to and complies with all Legal Requirements. If during the term of this Agreement, Enterprise, or any material aspect of the business conducted by Enterprise, becomes prohibited by operation of federal law or determined by final judgment of a court of competent jurisdiction, after aii appeais thereof, to be uniawfui under appiicabie iaw, the obiigations of the parties hereto shall cease, and this Agreement shall be of no further force and effect; provided that (i) the Servicer shall have the rights in Section 4.4 of this Agreement; (ii) the Servicer and the Enterprise shall retain all money previously paid to them pursuant to Section 6 of this Agreement; (iii) funds of Enterprise in any account shall be paid and distributed as

provided in Section 6 of this Agreement, provided any Authorized Debt shall be paid in full; (iv) any money lent by or guaranteed by the Servicer or its affiliates to Servicer shall be repaid to the Servicer to the extent provided in a written agreement entered in connection therewith, with recovery of monetary payments or damages limited in recourse to Enterprise assets and any such payments or damages shall be made only after payment in full of any and all amounts under any Authorized Debt; and (v) the Enterprise, directly or indirectly, shall retain its interest in the title to all Enterprise assets, fixtures, supplies and equipment subject to any requirements of financing arrangements. Nothing contained in this Section 9.4 shall be read to preclude either or both parties from contesting any actions which could lead to the involuntary cessation of business by Enterprise.

While we understand that an appeal of Judge Sullivan's order is imminent, our concern is that Judge Sullivan's order finding that tribal enterprises are subject to New York's anti-usury laws will be regarded as sufficiently final by the State of New York such that it will precipitate their potential investigation and potential prosecution of us personally and our companies if we continue to provide New York-related services at this time.

We might be able to resume servicing New York loans at some point in the future, but for now, Judge Sullivan's Order presents a significant potential liability for us and we do not believe that we should service any new New York loans. We are willing to wind down our New York services and see existing loans through to their completion, but we simply cannot flaunt the clear ruling from Judge Sullivan's order, however legally incorrect it might be.

This action applies both to services performed for the Red Rock Tribal Lending, LLC and Duck Creek Tribal Financial, LLC portfolios.

Regards,

Matt Martorello
Mobile: 773-209-7720
Email: mm@BellicoseVI.com
BELLICOSE VI

This email and any files transmitted with it are confidential and may contain privileged or copyrighted information. You must not present this message to another party without gaining permission from the sender. If you are not the intended recipient you must not copy, distribute or use this email or the information contained in it for any purpose other than to notify us. If you have received this message in error, please notify the sender immediately, and delete this email from your system.
This email and any files transmitted with it are confidential and may contain privileged or copyrighted information. You must not present this message to another party without gaining permission from the sender. If you are not the intended recipient you must not copy, distribute or use this email or the information contained in it for any purpose other than to notify us. If you have received this message in error, please notify the sender immediately, and delete this email from your system.

Exhibit 5

SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), made as of the 21st day of July, 2012, (the "Effective Date") is between National Performance Agency, LLC ("NPA") a Delaware limited liability company and Silver Cloud Financial, Inc. ("Silver Cloud"), a wholly owned instrumentality and economic development arm of the Habematolel Pomo of Upper Lake ("Tribe"), a federally recognized Indian tribe, organized as a business entity under Tribal Law.

WHEREAS, the Tribe has determined that to promote tribal self-determination and economic development, the Tribe desires to own and operate a lending services company; and

WHEREAS, NPA provides certain call center services and has represented to Silver Cloud that it has experience in customer service, account management and call center services, and has the business capacity, knowledge, and expertise to assist Silver Cloud in such services related to Silver Cloud's operation of its business; and

WHEREAS, Silver Cloud desires to obtain the use of certain services for the purpose of enabling Silver Cloud, or its affiliates, to operate Silver Cloud's business.

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

1. Services. NPA will provide Silver Cloud, or its affiliates, with the services set forth on Exhibit A (the "Services"), as requested by Silver Cloud from time to time, and according to the service levels as set forth on Exhibit B. Subject to Section 4 hereof, NPA shall provide the Services for one (1) year from the Effective Date of this Agreement (the "Term"). The Term may be extended by the written mutual agreement of the parties hereto. In providing the Services, NPA is not obligated to (a) hire any additional employees not currently employed by NPA as of the date hereof, (b) maintain the employment of any specific employee, or (c) purchase, lease or license any additional equipment other than such equipment currently owned or operated by NPA as of the date hereof.

2. Payment. Services related to Silver Cloud's use of NPA's employees shall be charged and paid per the schedule set forth in Exhibit A.

3. Warranty; Liability. NPA represents and warrants that NPA shall provide Services to Silver Cloud pursuant to this Agreement in a manner consistent with industry standards and norms. To NPA's knowledge the execution, delivery, and performance of this Agreement does not violate, conflict with, permit the cancellation of, or constitute a default under any agreement to which NPA is a party or by which NPA is bound. To NPA's knowledge the execution, delivery and performance of this Agreement by NPA does not violate or conflict with (A) any provision of the governance documents of NPA or (B) any applicable law, or any order, arbitration award, judgment or decree to which NPA is a party or by which NPA or any of its assets may be bound. NPA's maximum liability to, and the sole remedy of, Silver Cloud for breach of this Agreement or otherwise with respect to Services is a refund of the price paid for the particular Service or, at the option of Silver Cloud, a redelivery (or delivery) of the Service, unless the breach arises out of the gross negligence or willful failure of performance of NPA. In

no event shall NPA be liable to Silver Cloud for any consequential, incidental or special damages suffered by Silver Cloud arising out of this Agreement or sustained in connection with the delivery or performance of the Services, whether resulting from negligence of NPA or otherwise. NPA shall immediately notify Silver Cloud of any situation which may result in the loss or unauthorized disclosure of confidential customer information and shall immediately provide Silver Cloud with (i) a list of the names of persons whose customer information has been disclosed or that may be disclosed, (ii) a description of the type and categories of the customer information that has been or may be disclosed and (iii) the circumstances underlying the unauthorized or potentially unauthorized disclosure. NPA shall cooperate with Silver Cloud and, at the direction of Silver Cloud, shall assist in notifying such customer or customers and shall take any other remedial action recommended by Silver Cloud and/ or required by applicable law. NPA shall bear the expense of this notification, any out of pocket costs incurred by Silver Cloud including attorneys' fees and other costs related thereto.

4. Termination. Any one or more of the Services (or portion thereof) may be terminated prior to the expiration of the Term (a) upon the mutual written agreement of Silver Cloud and NPA, (b) at Silver Cloud's option upon five (5) days written notice to NPA of NPA's failure to cure any failure to perform the services at the quality levels set forth in Exhibit B within thirty (30) days of written notice of such failure to NPA by Silver Cloud, or (c) at NPA's option (i) upon sixty (60) days' advance written notice to Silver Cloud, (ii) upon thirty (30) days advance written notice to Silver Cloud in the event a definitive agreement is executed concerning (x) a sale of 51% of the equity of NPA, (y) a merger of NPA into another entity whereby NPA does not survive the merger, or (z) the sale by NPA of all or substantially all of NPA's assets or (iii) immediately upon written notice to Silver Cloud of change in any legislation or regulation or any court decision following the Effective Date that in the sole opinion of NPA would either significantly impede the operation of NPA, subject NPA to criminal or civil investigation or suit, or expose NPA to liability. All accrued and unpaid charges for Services shall be due and payable upon termination of this Agreement with respect to such Services. Any termination with respect to any single Service shall not terminate this Agreement with respect to any other Service then being provided pursuant to this Agreement, and if only a single Service or a portion of a Service is terminated, the parties will negotiate in good faith the proper reduction in charge for the remaining portion of the terminated Service. Following any termination of this Agreement, each party shall cooperate in good faith with the other to transfer and/or retain all records and take all other actions necessary to provide NPA and Silver Cloud and their respective successors and assigns with sufficient information in the form requested by NPA or Silver Cloud, or their respective successors and assigns, as the case may be, to make alternative service arrangements substantially consistent with those contemplated by this Agreement; provided, however, that in conformance with Section 5 of this Agreement, all customer information shall always be deemed to be owned by and in the possession of Silver Cloud, and unless otherwise required by applicable law, all access to such data by NPA shall be terminated upon termination of this Agreement.

5. Proprietary Rights. Each party acknowledges that, by the terms of this Agreement, the other party may be given information that has been created, discovered or developed by such party and/or in which property rights have been assigned or otherwise conveyed, which

information has commercial value and is not in the public domain. The proprietary information of each party will be and remain the sole property of such party and its successors and assigns. Each party shall use the same degree of care that it normally uses to protect its own proprietary information to prevent the disclosure to third parties of information that has been identified as proprietary by written notice to such party from the other party. Neither party shall make any use of the information of the other which has been identified as proprietary except as contemplated or required by the terms of this Agreement. Notwithstanding the foregoing, this Section 5 shall not apply to any information that a party can demonstrate (a) was, at the time of disclosure to it, in the public domain through no fault of such party, (b) was received after disclosure to it from a third party who had a lawful right to disclose such information to it, or (c) was independently developed by the receiving party.

6. Agents; Subcontractors; Requirements. NPA may engage one or more agents or subcontractors to provide all or any portion of the Services, provided that NPA shall remain directly responsible for its obligations hereunder. Servicer will use commercially reasonable methods to comply with applicable laws and regulations, including but not limited to Fair Credit Reporting Act, Graham Leach Bliley Act, Fair Debt Collection Practices Act, and Truth in Lending Act.

7. Relationship of the Parties. NPA will provide the Services as an independent contractor under this Agreement, and NPA will not be deemed to be an employee, partner, joint venturer or agent of Silver Cloud in connection with the provision of the Services by NPA. Except as expressly set forth herein, neither party has the authority to, and each party agrees that it shall not, directly or indirectly, contract any obligations of any kind in the name of or chargeable against the other party without such party's prior written consent.

8. Assignment and Delegation. Neither party to this Agreement may assign any of its rights or obligations under this Agreement without the prior written consent of the other party hereto, except that NPA may (a) engage one or more agents or subcontractors in accordance with Section 6, or (b) assign this Agreement, without the consent of Silver Cloud, to any person that acquires, by purchase, merger, reorganization or otherwise, all or substantially all of NPA's assets. This Agreement shall inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any person other than NPA or Silver Cloud, their affiliates or their respective successors or permitted assigns any rights or remedies under or by reason of this Agreement. Other than as provided in this Section 8, this Agreement does not confer upon any person other than the parties hereto any rights or remedies hereunder.

9. Entire Agreement. This Agreement, including Exhibit A, contains the entire agreement between the parties with respect to Services and supersedes all prior agreements and understandings, oral or written, with respect to such matters, other than any confidentiality agreements entered into between the parties in existence as of the date hereof.

10. Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by

NPA and Silver Cloud, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Settlement of Disputes. In the event that either Party to this Agreement believes that the other Party has failed to comply with any requirement of this Agreement, or in the event of any dispute hereunder, including, but not limited to, a dispute over the proper interpretation of the terms and conditions of this Agreement, and absent either Party's ability to exercise self help, the following procedures shall be invoked:

(a) Discussions between the Parties. The goal of the Parties shall be to first resolve all disputes amicably and voluntarily whenever possible. A Party asserting noncompliance or seeking an interpretation of this Agreement first shall serve written notice on the other Party. The notice shall identify the specific Agreement provisions alleged to have been violated or that is in dispute and shall specify in detail the asserting Party's contention and any factual basis for the claim. Senior representatives of both Parties shall meet within ten (10) days of receipt of notice in an effort to resolve the dispute.

(b) Binding Arbitration. After failure to resolve such disputes within twenty (20) days of notice, either Party may refer a dispute arising under this Agreement to arbitration with the American Arbitration Association (AAA). If the dispute centers around an action of a Party, such action shall be postponed or discontinued during the pendency of the arbitration, provided that the lack of action shall not have a negative impact on the economic value of a Party. The Parties shall endeavor to mutually select three arbitrators from a list of qualified arbitrators to be provided by the AAA. If the Parties cannot agree on arbitrators within three (3) Business Days, then the arbitrators shall be named by the AAA. All hearings and other proceedings for such arbitration shall be held in Sacramento, California, unless otherwise agree to by the Parties in writing. The expenses of arbitration charged by the AAA shall be borne equally by the Parties, and each side shall bear its own other costs. The arbitrators shall apply the substantive laws of the State of Delaware as well as the Commercial Arbitration Rules. The arbitrators shall issue a final and binding decision (the "Arbitration Decision") in which the remedies available through arbitration are limited to enforcement of the provisions of this Agreement and any associated equitable or monetary relief. The Arbitration Decision may be enforced as set forth in Section 11(d) below.

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

(d) Enforcement of Arbitration Decision. Notwithstanding any provision of law, either Party to the Agreement may bring an action against the other in the United Stated Federal District Court for Delaware solely for the enforcement of the Arbitration Decision to which the Parties irrevocably consent to the jurisdiction of such court. The Parties agree that the Federal Arbitration Act shall apply to the enforcement of the Arbitration Decision. The Parties agree that the Arbitration Decision shall be final, conclusive and binding on the Parties with respect to the matters decided, and shall be complied with by the Parties. In such judicial proceedings, neither Party, without the prior written consent of the other Party, shall be entitled to contend that such arbitration award should be vacated, modified or corrected, and the Parties hereby expressly waive all other rights and remedies that might otherwise be available in such judicial proceeding. Silver Cloud waives any obligation to participate in or exhaust any Tribal court remedies. Silver Cloud agrees that it shall not initiate any action against NPA, or its members or Affiliates, in any Tribal court or Tribal forum, and waives to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in the courts referenced above, including any claim that the action has been brought in an inconvenient forum. NPA does not consent to Tribal court jurisdiction. If such federal court fails to find jurisdiction to enforce the Arbitration Decision, the Parties may bring an action in the appropriate court in the state of Delaware for the sole purposes of enforcing the Arbitration Decision and under the same terms and restrictions as federal court.

(e) Limited Waiver of Tribal Sovereign Immunity. Silver Cloud does not waive its sovereign immunity except as expressly set forth below in this Section 11. This limited waiver is limited solely to Silver Cloud, and does not constitute a waiver of sovereign immunity by and shall not be deemed a waiver of the rights, privileges, and immunities of the Tribe or any other Tribal entity or subdivision, or extend to an action against the Tribe or any other Tribal entity or subdivision. The Parties acknowledge that Tribe intends specifically to protect from suit real, personal and other property of the Tribe that is used in or associated with gaming operations of the Tribe and revenues of such gaming operations. Silver Cloud hereby waives its sovereign immunity from unconsented suit pursuant to the dispute resolution provisions of this agreement. This limited waiver entered into by Silver Cloud is expressly limited to actions to (a) interpret the provisions of this Agreement, and (b) to enforce an Arbitration Decision including execution or collection of monetary damages subject to the limitations upon enforcement set forth in Section 11(f) of this Agreement. This limited waiver of sovereign immunity extends only to actions brought by the NPA, its successors and assigns (and not any other party) against Silver Cloud for claims of any kind arising under this Agreement. The limited waiver of sovereign immunity as provided for in this Section shall expire at the conclusion of the longer of (i) one (1) year after the termination or expiration of this Agreement, or (ii) at the conclusion of any mediation, arbitration or litigation matter with respect to this Agreement pending at the termination or expiration of this Agreement, including the conclusion of any potential appeals available from such proceedings and upon collection of any and all judgments and awards.

(f) Limitation Upon Enforcement. Any amounts due and owing to NPA are hereby limited solely to Silver Cloud. In no instance shall any enforcement of any kind whatsoever be allowed against any other Tribal body, entity or subdivision that has, at some point over the course of this Agreement, received funds from Silver Cloud through operation of its business.

12. Counterparts and Execution. This Agreement may be executed in counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of executed signature pages by facsimile transmission or by other electronic means (including by ".pdf") shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by other electronic means (including by ".pdf") shall be deemed to be their original signatures for all purposes.

13. Privacy. The parties agree to comply with all applicable privacy and data protection laws, rules and regulations including, without limitation, the Federal Trade Commission Act, as amended, ("FTC"), the Fair Credit Reporting Act, as amended ("FCRA"), and the Gramm-Leach-Bliley Act, as amended. ("G-L-B").

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

National Performance Agency, LLC

By: _____

Name: Joshua S Landy

Title: President.

Silver Cloud Financial, Inc.

By: _____

Name: _____

Title: _____

CONFIDENTIAL

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

National Performance Agency, LLC

By:_____

Name:_____

Title:_____

Silver Cloud Financial, Inc.

By:_____

Name: Sherry Treppa

Title: Chairperson, Board of Directors

EXHIBIT A

Services

Services	Fees
Consulting services (including expert advice on technological issues involved in setting up Silver Cloud operations) and general call center services, but for the avoidance of doubt such services shall not include accounting services, funding or collection services, nor final credit decision making.	Each employee's hourly rate with NPA plus 30%, inclusive of all benefits as reasonably calculated by NPA in its sole discretion.

Payment Terms:

NPA shall invoice Silver Cloud on approximately the 5th day of each month for the services provided in the prior month. Silver Cloud shall pay within twenty (20) days of receiving the invoice from NPA. NPA may assess a late payment on a daily basis assessed at an equivalent of 18% annual percentage rate until such late payment is made. Should Silver Cloud become more than ninety (90) days past due, NPA may suspend or terminate services under this Agreement.

EXHIBIT B

Services Levels

NPA shall provide the service levels listed below:

General Servicing.

(1) NPA shall provide, at its expense (except as otherwise set forth herein or in one of the exhibits hereto), personnel and equipment to act on behalf of and instructed by Client to both (i) receive and respond to incoming telephone calls, faxes, and emails from Client's customers and potential customers and (ii) contact Client's customers and potential customers;

(2) answer customer service inquiries received by NPA by telephone and/or email from Client's customers acting on behalf of and as instructed by Client;

(3) use Client's loan management system ("LMS") and other software systems in conjunction with the particular services provided by NPA;

(4) deliver an electronic file to Client of all debits and credits that the Client's LMS indicates should be made to Client's customer's file (the "Debit/Credit File").

(5) contact potential customers of Client ("Leads") provided to NPA by Client, acting on behalf of and as instructed by Client using scripts approved by Client;

(6) utilize faxing and electronic capabilities to receive and store application materials submitted by potential customers of Client, if necessary;

(7) utilize Client's application materials and Client's guidelines and take necessary actions to determine which of the Leads are eligible pursuant to or satisfy the criteria in such underwriting guidelines ("Verified Applicants"); and

(8) deliver to Client such information as is necessary to determine whether to fund the loans for the Verified Applicants and credit such potential customers' accounts with the appropriate amounts as part of the Debit/Credit File.

(9) If NPA has any objection to Client's guidelines, scripts, or instructions, NPA shall raise such objection promptly and the Parties agree to work diligently and in good faith toward a resolution. Irrespective of whether NPA objects, the Parties acknowledge that Client shall be solely responsible for Client's guidelines, scripts, and instructions.

(10) NPA hours of operation for providing customer services under this Agreement have been mutually agreed upon between Client and NPA and are as follows:

1. Weekdays – The Parties agree that NPA will provide the customer services described in this Agreement between the hours of 8 am CST and 5 pm CST Monday through Friday, excluding holidays. "Holidays" shall be limited to all statewide and/or federally recognized holidays."

2. Holidays -- The Parties agree that NPA will provide the customer services described in this Agreement between the hours of 8 am CST and 12 pm CST on the following statewide or federally recognized holidays and associated days corresponding to a holiday: (i) Birthday of Marin Luther King, Jr.; (ii) Washington's Birthday; (iii) Columbus Day; (iv) Veteran's Day; (v) Christmas Eve; and (vi) New Year's Eve.

3. The Parties agree that NPA will be closed and not provide the customer services described in this Agreement on the following statewide or federally recognized holidays: (i) New Year's Day; (ii) Memorial Day; (iii) Independence Day; (iv) Labor Day; (v) Thanksgiving Day; and (vi) Christmas Day.

Client's Service-Related Duties. Client shall comply with the General Service-Related Duties listed below.

General Service-Related Duties. Client shall:

(1) provide a physical address that may be conveyed to Client's customers and potential customers and provide telephone number(s), email address(es), and fax number(s) that will be used solely by Client's customers and potential customers to NPA and cooperate in NPA's efforts to obtain access to such numbers and address(es);

(2) provide NPA, with real-time access to all information relating to its customers and potential customers necessary for NPA to perform the General Servicing and specific services Client has elected, including but not limited to real time access to Client's LMS, and ten (10) days advance notice of any updates or changes to any system or software utilized by Client (Client acknowledges that such changes and updates will necessitate additional training and will likely effect the Service Level.)

(3) provide and/or approve any other instructions, guidelines, or scripts NPA should utilize in providing services under this Agreement;

Exhibit 6

National Processing Agency, LLC

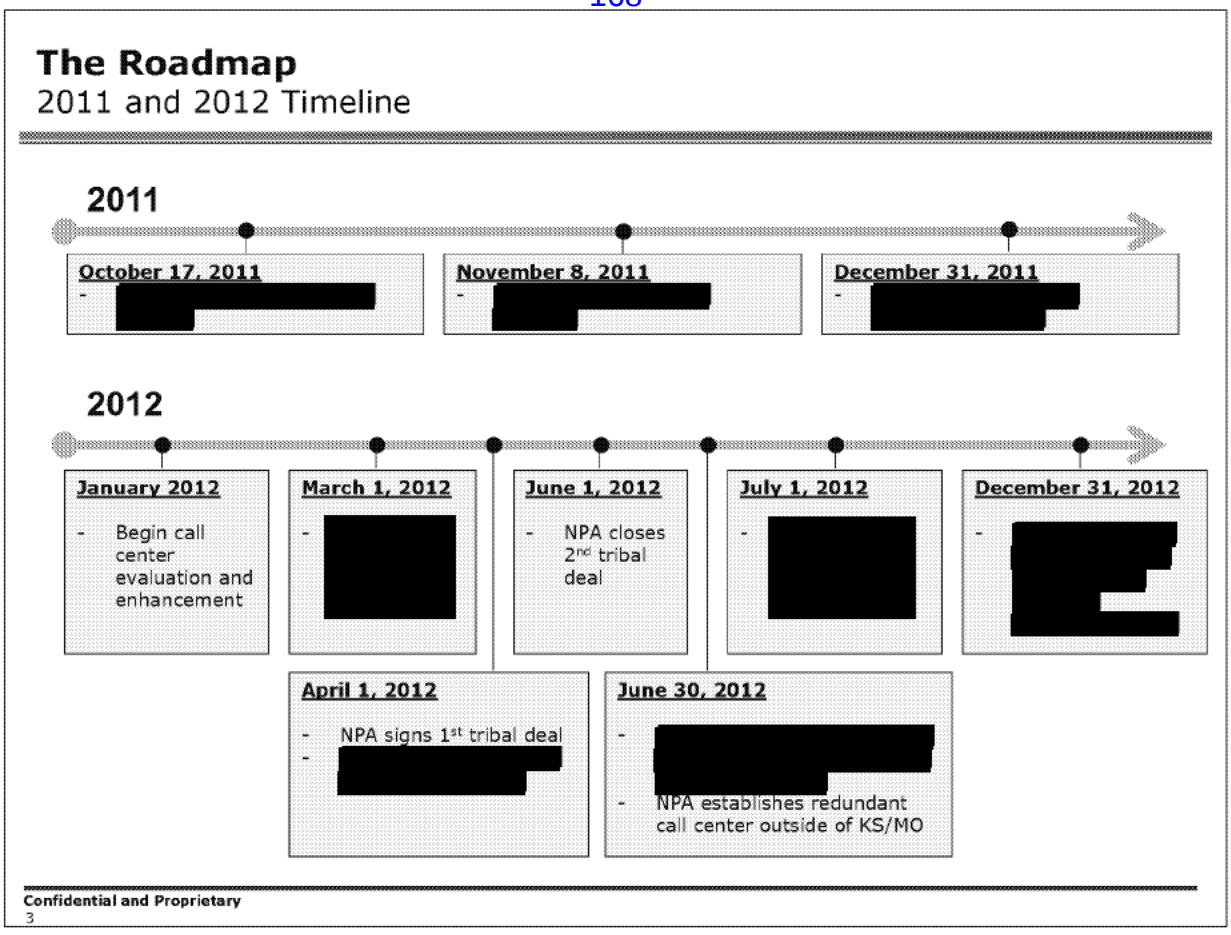
Business Plan and Roadmap

January 2012

The Roadmap

National Performance Agency's Business Plan

- Grow existing business
  - EBITDA
  - Distributions
  - New Credit Facility
  - KPIs
- Strategic partnerships
  - Regulatory strategy
- New businesses opportunities
  - Turn key solution
- Organizational improvements
  - Dashboards
  - Finance
  - Analytics
  - Call Center


The Roadmap
2011 and 2012 Timeline
2011
October 17, 2011
-
November 8, 2011
-
December 31, 2011
-
2012
January 2012
- Begin call center evaluation and enhancement
March 1, 2012
-
June 1, 2012
- NPA closes 2nd tribal deal
July 1, 2012
-
December 31, 2012
-
April 1, 2012
- NPA signs 1st tribal deal
-
June 30, 2012
-
- NPA establishes redundant call center outside of KS/MO
Confidential and Proprietary
3

Grow Existing Business

Growing NPA's EBITDA and Distributable Cash with Leverage

- On November 8th, 2011, [redacted]
  - Portfolios aggressively grew through holiday season
  - The portfolios were able to grow with little degradation to the portfolio's performance
- On March 1st, 2012, [redacted]
  - This additional capital will be deployed in the most efficient way to minimize default and maximize return
- [redacted]
- While the Company grows through mid-2012, it will:
  - [redacted]
  - [redacted]
  - [redacted]
  - [redacted]

Grow Existing Business

New Credit Facility

- [redacted]

Grow Existing Business

Projected Summary Income Statement



Grow Existing Business

Measuring NPA's Growth with KPIs

- A number of Key Performance Indicators (KPIs) will be used to measure the success and profitability of NPA's growth:
  - Leads
    - External Leads Purchased (% of Total)
    - External Lead Price ($ per Lead)
    - External Lead Scoring and Performance (% Return)
    - Funded Lead Mix (% of Internal vs. % of External Leads Funded)
  - Lead Conversion
    - Electronic Signature Rate (% for Internal, External and Total Purchased)
    - Purchased Lead Conversion Rate (% of Purchased Leads)
    - Internal Lead Conversion Rate (% of Internal Leads Accepted)
  - Reactivations
    - Reactivation Success (% of Total Loans)
  - Portfolio
    - Average Size of Loan Outstanding ($ of Average Loan)
    - Total Loans Outstanding (# of Loans)
    - Mix of Loans Issued (# of External Loans, # of Internal Loans)
    - Loans Paid Off (% of Loans)
    - Net Collected of Dollars Attempted (% of Successful Dollars Pulled)
  - Collections
    - Principal Written Off ($ of Principal Written Off)
    - Principal Collected (% of Principal Collected)
    - Net Recovery Rate (% Collected)

Strategic Partnerships

Establishing Redundant Lending Models

- As the Company grows, it intends to leverage a minimum of three different lending platforms:
  - Single State Model – Continue to leverage three existing Delaware lending licenses
  - Sovereign Model – Establish multiple (minimum of two) tribal relationships
  - Off-Shore Model – Lend under an offshore lending license (ex. New Zealand)
- The Company will continue to make loans into its existing portfolios that utilize Delaware lending licenses. However, NPA will utilize the sovereign model for lending in a number of situations:
  - Growth – As NPA grows, it will diversify new loans across its different lending platforms
  - New States – NPA will begin lending into states in which it does not currently operates
  - Migration – NPA will migrate loans from the Single State Model on a case by case basis based on an individual state's situation
  - Outsourced Portfolios – NPA will operate and manage outsourced portfolios for investors charging fees for the services provided by NPA
- NPA is focusing on two different tribal relationships and will have the first deal completed by April 1st, 2012 and the second by June 1st, 2012
  - There are a number of different structural approaches to tribal deals and NPA will follow previously established best practices to establish the tribal relationships
    - Participation Model – The model in which NPA purchases a 99% participation in the loans the tribe makes
    - Fee Model – The model in which NPA charges the tribe fees for each of the services it provides
    - Tribe Owned – The model in which NPA is paid for all services required to run its own portfolio

New Business Opportunities

Launching An Outsourced Portfolio Product

- After the sovereign partnership is established, NPA will begin offering Outsourced Portfolio Management services to investors interested in owning a portfolio
- The pricing model will be fee based and charge fees for each component of the outsourced model that NPA offers:
  - Lead Fee
  - Funding Fee / Pull Fee
  - Call Center Fee
  - Software Fee
  - Customer Resurrection Fee
  - Consulting Fee
- The ultimate goal of this pricing model is to earn 120% of their outstanding loan balances per year (approximately 10% per month) net of all expenses (loan, call center, software support, overhead, etc.)
- This product can be implemented quickest if portfolios are run similar to existing business and as individual, standalone portfolios purchasing their own leads
- NPA will design these services to meet a specific return for the outsourced portfolios and purchase leads accordingly to meet performance criteria

Organizational Improvements

Upgrading NPA's Operations

- The aggressive growth and new products require that NPA upgrade a number of its current positions:
  - CFO – [redacted] will be serving as CFO for NPA
  - COO – The NPA board will pursue bringing in an experienced leader to manage the day to day operations of the Company
  - Accounting – [redacted] and NPA's Controller are already interviewing additions to the dedicated NPA accounting team
  - [redacted]
  - Analytics – Build a robust analytical team focused on improving the Company's KPIs and overall business efficiency and profitability
- From an operational perspective, the Company will be reviewing and making necessary upgrades to the following area:
  - Call center
  - Collections
  - Customer service
  - Technology
  - Accounting
  - Reporting / Dashboards / Analytics
- NPA will establish a redundant call center outside of Kansas/Missouri by June 30, 2012

Exhibit 7

SERVICING AGREEMENT

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

Recitals

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

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

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

Agreement

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

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

6. Legal Relationship. It is understood that AGENCY and CLIENT shall be independent contractors. Notwithstanding the foregoing, the parties agree that Services contemplated to be undertaken shall be in CLIENT's name and that AGENCY's employees shall represent themselves as representatives of CLIENT in furtherance of this Agreement.

7. Notices. Any such notice made under this Agreement shall be deemed to have been sufficiently given if either served personally or sent by recognized overnight courier addressed to the party at its address set forth below:

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

With a copy for information purposes to:

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

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

8. Other Agreements. This Agreement constitutes the entire agreement of the parties with respect to the specific subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the parties with respect to the specific subject matter hereof.

9. Waiver. Waiver by AGENCY or CLIENT of a breach of any provision hereto shall not be deemed a waiver of any future compliance with this Agreement, and such provisions shall remain in full force and effect.

10. Force Majeure. AGENCY shall be relieved from its responsibility to perform hereunder due to acts of God, acts of nature, acts of terrorism or war but only to the extent that such events prevent AGENCY from performing the Services. AGENCY will allocate its available production capacity to its clients on such terms as it may deem advisable and this Agreement may, at CLIENT's option, be terminated immediately upon notice to AGENCY. For purposes hereof, AGENCY's clients shall be deemed to include subsidiaries and affiliates of AGENCY.

11. Survival. All provisions of this Agreement relating to limitation of liability, confidentiality and non-disclosure, governing law and waiver of sovereign immunity shall survive the termination of this Agreement.

12. Headings Have No Legal Effect. The headings and captions of this Agreement are for convenience of reference only, and have no legal effect, and are not to be construed as defining or limiting, in any way, the scope or provisions of this Agreement.

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

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

    b. Either party may refer a dispute arising under this Agreement to arbitration under the rules of the American Arbitration Association ("AAA"), subject to enforcement or pursuant to review as provided in this Section 13 by a federal district court. The remedies available through arbitration are limited to enforcement of the provisions of this Agreement. The parties consent to the jurisdiction of such arbitration forum and court for such limited purposes and no other, and each waives immunity with respect thereto. One (1) arbitrator shall be chosen by the parties from a list of qualified arbitrators to be provided by the AAA. If the parties cannot agree on an arbitrator within ten (10) business days, then the arbitrator shall be named by the AAA. The expenses of arbitration shall be borne equally by the parties. The arbitrator shall apply Otoe-Missouria substantive law or, if not applicable, the substantive laws of the State of Oklahoma as well as the Federal Rules of Civil Procedure;

    c. The party asserting breach or seeking an interpretation of this Agreement under this Section 11(a) shall be deemed to have certified that to the best of such party's knowledge, information, and belief formed after reasonable inquiry, the claim of noncompliance or the request for interpretation of this Agreement is warranted and made in good faith and not for any improper purpose, such as to harass or to cause unnecessary delay or the needless incurring of the cost of resolving the dispute. If the dispute is found to have been initiated in violation of this Section 13, then the arbitrator, upon request or upon his or her own initiative, may impose upon the violating party an appropriate sanction, which may include an award to the other party of its reasonable expenses incurred in having to participate in the arbitration; and

    d. Either party may bring an action in a federal district court for the de novo review of any arbitration award under Section 13(b). The decision of the court shall be subject to appeal. Each party hereby waives any claim of immunity and consents to suit therein for such limited purposes. The parties hereby acknowledge that this express waiver extends only to actions brought by AGENCY, its successors and assigns (and not any other party) against CLIENT for claims of any kind arising under this Agreement. Nothing herein shall be construed to authorize a money judgment other than for damages for failure to comply with an arbitration decision requiring the payment of monies.

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

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

14. Confidential and Proprietary Information.

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

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

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

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

GREAT PLAINS LENDING, LLC

By: _____

Name: John E. Shelton

Title: Chairman

TC DECISION SCIENCES, LLC

By: _____

Name: Kenneth E Keiser

Title: CEO

EXHIBIT 1 – SERVICE LEVELS

1 OVERVIEW

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

2 SCOPE OF SERVICES

A) **AGENCY shall:**

i) Provide voice call recording and the ability to transfer recorded calls electronically to CLIENT upon request;

ii) Provide real time, dial-in capabilities to give CLIENT the ability to listen to live calls at any time dialing is occurring facilitated by an AGENCY employee; and

iii) Provide an electronic solution for CLIENT to be able to securely retrieve electronic documents such as disposition files, recorded calls and reports and/or utilizing a secure communications channel which would be provided by CLIENT.

B) **CLIENT shall:**

i) Designate key point(s) of contact to clarify and resolve questions;

ii) Provide CLIENT applications, access to those applications and customer data retention at its data center.

3 BUSINESS REQUIREMENTS

Hours of Operation

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

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

ii) 8:00 a.m. - 8:00 p.m. Sunday.

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

PARTICIPATION AGREEMENT (GREAT PLAINS LENDING)

THIS PARTICIPATION AGREEMENT (GREAT PLAINS LENDING) (this "Agreement"), is made effective as of the 1st day of December, 2015 ("Effective Date"), by and among (a) GPL Servicing Ltd., a Cayman Islands exempted company incorporated with limited liability ("GPLS") and (b) Great Plains Lending, LLC, a business entity duly organized under and recognized by the laws of the Otoe-Missouria Tribe of Indians ("GP Lending") and for all purposes shall replace and supersede that Participation Agreement dated May 25, 2011 between the Parties. Each party to this Agreement may be referred to herein as a "Party" or, collectively, as the "Parties".

Recitals

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

WHEREAS, the United States Congress has recognized and enacted legislation including the Native American Business Development, Trade Promotion and Tourism Act (25 U.S.C. §§ 4301 et seq.) and other legislation which recognizes the federal policy and Congressional intent "to promote economic self-sufficiency and political self-determination for Indian tribes" through offering services from the Tribe's Indian Country.

WHEREAS, in furtherance of its objectives of economic self-sufficiency and political self-determination, the government of the Tribe operates certain businesses (including GP Lending) as arms of the Tribe and as incorporated entities formed and operating pursuant to the Tribe's inherent sovereign authority expressed in the Tribe's constitution and other applicable Tribal Law which offer goods and services from within the Indian Country of the Tribe in an effort to increase the standard of living for its tribal members.

WHEREAS, GP Lending is a business entity operating completely within the Indian Country of the Tribe under Tribal Law which is wholly-owned by the Tribe, operates as an arm of the Tribe, and explicitly possesses all the privileges and immunities of the Tribe, including the sovereign immunity of the Tribe.

WHEREAS, GP Lending has all requisite authority under the laws of the Tribe to make Loans (as defined below) to Borrowers (as defined below). As transactions originated and transacted completely within the Indian Country of the Tribe, these Loans are governed by the laws of the Tribe, are within the jurisdiction of the Tribe and the Tribe's tribal courts and are consensual agreements agreed to by Borrowers acknowledging that the Loan is made under the jurisdiction and law of the Tribe and acknowledging that the contract was entered into in the Indian Country of the Tribe.

WHEREAS, GP Lending, operating completely within the Indian Country of the Tribe, has made and will make Loans to Borrowers.

WHEREAS, on May 25, 2011 GP Lending and GPLS entered into that certain Participation Agreement (Great Plains Lending) (the "Prior Participation Agreement).

WHEREAS, the Parties now wish to amend, restate, replace and supersede the Prior Participation Agreement as set forth herein.

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

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

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

Agreement

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

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

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

(c) "Annual Remittance Report" has the meaning set forth in Section 5(c).

(d) "Applicant" shall mean any person who is not a Borrower that submits an application to become a Borrower either before or after the Effective Date.

(e) "Book Value" shall mean the outstanding unpaid principal indebtedness plus any accrued interest on the Participated Loans.

(f) "Borrower" shall mean any person who GP Lending has extended credit to either before or after the Effective Date.

(g) "Business Day" shall mean a day other than a Saturday, Sunday or day on which the tribal government offices of the Tribe are closed.

(h) "Cash Revenue" shall mean all cash received for a given month from Borrowers on account of Participated Loans, except for any cash received during such month as repayment of the principal amount of any Participated Loans.

(i) "Charge-Off" shall mean the principal amount of a Loan in addition to any interest on such Loan that is delinquent more than sixty (60) days.

(j) "Collection Account" shall mean a restricted FDIC-insured bank account owned by GP Lending at a banking institution acceptable to GPLS into which all collections received from Borrowers are deposited and from which GP Lending shall be entitled to transfer funds each day sufficient to fund the Funding Account for new Loans in accordance with Section 5(a).

(k) "Confidential Customer Information" shall mean Customer Information or other information about Borrowers or Applicants that is required to be kept confidential by the respective Parties under the Laws.

(l) "Contingent Obligations" shall mean, as to any Person, any direct or indirect liability, contingent or otherwise, of that Person with respect to any indebtedness, lease, dividend or other obligation of another Person if the primary purpose or intent of the Person incurring such liability, or the primary effect thereof, is to provide assurance to the obligee of such liability that such liability will be paid or discharged, or that any agreements relating thereto will be complied with, or that the holders of such liability will be protected (in whole or in part) against loss with respect thereto.

(m) "Customer Information" shall mean nonpublic information relating to Borrowers or Applicants, including without limitation, names, addresses, telephone numbers, e-mail addresses, credit information, account numbers, social security numbers, loan balances or other loan information, and lists derived therefrom and any other information required to be kept confidential by the respective Parties under the Laws.

(n) "Effective Date" has the meaning set forth in the introductory paragraph.

(o) "Federal Consumer Laws" includes, without limitation, the following, as applicable: 12 U.S.C. § 1031 Prohibiting Unfair, Deceptive or Abusive Acts or Practices; Truth in Lending Act, 15 U.S.C. § 1601 et seq., and related regulations at 12 C.F.R. Part 1026; Consumer Leasing Act, 15 U.S.C. §§ 1667 et seq., and related regulations at 12 C.F.R. Part 1013; Fair Credit Billing Act, 15 U.S.C. § 1666a; Equal Credit Opportunity Act, 15 U.S.C. § 1691 et seq., and related regulations at 15 C.F.R. Part 1002; Electronic Fund Transfer Act, 15 U.S.C. § 1693 et seq., and related regulations at 12 C.F.R. Part 1005; Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. and related regulations at 12 C.F.R. Part 1022); privacy provisions of Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. §§ 6801 et seq., and related regulations at 16 C.F.R. Part 313 and 16 C.F.R. Part 314; Fair Debt Collection Practices Act , 15 U.S.C. § 1692 et seq., and related regulations at 16 C.F.R. Part 901; Talent Amendment, 10 U.S.C. § 987, and related regulations of the Department of Defense at 32 C.F.R. part 232; and Servicemembers' Civil Relief Act, 50 U.S.C. App. §§ 501-596, each as amended from time to time.

(p) "Filing Offices" shall mean (i) the Washington, D.C. Recorder of Deeds, (ii) the Office of the Tax Commission of the Tribe and (iii) the Secretary of State of the State of Oklahoma.

(q) "Funding Account" shall mean a restricted FDIC-insured bank account owned by GP Lending into which funds may be deposited from time to time, including from the Collection Account, which shall be used exclusively to fund new Loans in accordance with Section 5(a).

(r) "GAAP" shall mean United States of America generally accepted accounting principles, consistently applied.

(s) "Governmental Authority" shall mean the Tribe, federal or state government (or any political subdivision of any of the foregoing), and any agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, whether or not any such Governmental Authority has jurisdiction over GP Lending.

(t) "GP Indemnified Parties" has the meaning set forth in Section 21(a)(ii).

(u) "GP Indemnifying Party" has the meaning set forth in Section 21(a)(i).

(v) "GP Lending" has the meaning set forth in the introductory paragraph.

(w) "GP Lending Participation Percentage" shall mean three and one quarter percent (3.25%) or such greater amount as agreed between the Parties in writing from time to time.

(x) "GPLS" has the meaning set forth in the introductory paragraph.

(y) "GPLS Collateral" the meaning set forth in Section 19(c).

(z) "GPLS Indemnified Parties" has the meaning set forth in Section 21(a)(i).

(aa) "GPLS Indemnifying Party" has the meaning set forth in Section 21(a)(ii).

(bb) "GPLS Participation Percentage" shall mean ninety six and three quarters percent (96.75%) or such lesser amount as agreed between the Parties in writing from time to time.

(cc) "Hedging Obligations" shall mean, with respect to any specified Person, the obligations of such Person under: (i) interest rate swap agreements (whether from fixed to floating or from floating to fixed), interest rate cap agreements and interest rate collar agreements; (ii) other agreements or arrangements designed to manage interest rates or interest rate risk; and (iii) other agreements or arrangements designed to protect such Person against fluctuations in currency exchange rates or commodity prices.

(dd) "Indebtedness" of a Person shall mean, without duplication (i) all indebtedness for borrowed money; (ii) all obligations issued, undertaken or assumed as the deferred purchase price of property or services (including, without limitation, "capital leases" in accordance with GAAP) (other than trade payables and accrued expenses incurred in the ordinary course of business); (iii) all reimbursement or payment obligations with respect to letters of credit, surety bonds and other similar instruments; (iv) all obligations evidenced by notes, bonds or similar instruments whether convertible or not, including obligations so evidenced incurred in connection with the acquisition of property, assets or businesses; (v) all indebtedness created or arising under any conditional sale or other title retention agreement, or incurred as financing, in either case with respect to any property or assets acquired with the proceeds of such indebtedness (even though the rights and remedies of the seller or bank under such agreement in the event of default are limited to repossession or sale of such property); (vi) all indebtedness referred to in clauses (i) through (v) above secured by (or for which the holder of such indebtedness has an existing right, contingent or otherwise, to be secured by) any mortgage, lien, pledge, charge, security interest or other encumbrance upon or in any property or assets (including accounts and contract rights) owned by any Person, even though the Person which owns such assets or property has not assumed or become liable for the payment of such indebtedness; (vii) all Contingent Obligations in respect of indebtedness or obligations of others of the kinds referred to in clauses (i) through (vi) above; (viii) banker's acceptances; (ix) the balance deferred and unpaid of the purchase price of any property or services due more than three months after such property is acquired or such services are completed; (x) Hedging Obligations; and (xi) obligations under convertible securities of such Person.

(ee) "Indemnified Parties" has the meaning set forth in Section 21(a)(ii).

(ff) "Initial Term" has the meaning set forth in Section 17(a).

(gg) "Insolvency Event" has the meaning set forth in Section 17(b)(v).

(hh) "Laws" shall mean all applicable codes, statutes, laws, permits, rules, regulations, governmental requirements, ordinances, orders, policies, determinations, judgments, writs, injunctions, decrees and common law and equitable rules, causes of action, remedies, regulatory guidance and

principles as the same may be amended, modified, supplemented or superseded from time to time.

(ii) "License Agreement" shall mean that certain License and Support Agreement, dated on or about the Effective Date, by and between GP Lending and TC Decision Sciences, LLC.

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

(kk) "Loan Documents" shall mean the loan agreements, notes and other documentation executed by the Borrowers to obtain Loans from time to time.

(ll) "Loan Schedule" shall mean with respect to each Loan: at a minimum (i) a loan identification number; (ii) the name of the Borrower, (iii) the amount financed; (iv) the finance charge; (v) the origination date; and (vi) the final maturity date.

(mm) "Loans" shall mean fully amortizing consumer loans in a principal amount not exceeding $3,000.00 with an initial term not exceeding 24 months and not less than 6 months made by GP Lending from time to time.

(nn) "Marketing Agreement" shall mean that certain Marketing Agreement, dated on the Effective Date, by and between GP Lending and Tailwind Marketing, LLC.

(oo) "Master Participation Certificate" shall mean the certificate furnished by GP Lending to GPLS from time to time substantially in the form of Exhibit A attached hereto, which is deemed to be part of this Agreement.

(pp) "Material Adverse Effect" shall mean a material adverse effect on: (i) the business operations, properties, assets, condition (financial or otherwise) of GP Lending, taken as a whole; (ii) the ability of GP Lending to fully and timely perform its obligations under this Agreement; (iii) the legality, validity, binding effect, or enforceability of this Agreement against GP Lending; or (iv) the rights, remedies and benefits available to GPLS or any of its Affiliates hereunder.

(qq) "Material Contract" shall mean any contract or other arrangement to which GP Lending is a party (other than this Agreement) for which breach, nonperformance, cancellation, termination or failure to renew could reasonably be expected to have a Material Adverse Effect.

(rr) "Monthly Remittance Report" has the meaning set forth in Section 5(c).

(ss) "Net Cash Revenue" shall mean Cash Revenue less any Charge-Offs.

(tt) "New Loan" shall mean Participated Loans made to Borrowers who are not and have not previously been Borrowers under any Participated Loans.

(uu) "Participated Loans" has the meaning set forth in the recitals and

includes Repeat Loans.

(vv) "Participation Fee" shall mean, for each calendar month, the applicable amounts as set forth on Exhibit B multiplied by the GPLS Participation Percentage.

(yy) "Participation Interest" has the meaning set forth in Section 2(a).

(xx) "Party" has the meaning set forth in the introductory paragraph.

(yy) "Person" shall mean any individual, corporation, partnership, joint venture, association, joint-stock company, trust, U.S. tribal sovereign nation, unincorporated organization or government or agency or political subdivision thereof.

(zz) "Proceeding" shall mean any action, suit, proceeding, inquiry or investigation before or by any court, public board or government agency.

(aaa) "Program" shall mean a lending program for the solicitation, marketing, and origination of Loans pursuant to Program Guidelines.

(bbb) "Program Guidelines" shall mean those guidelines established by GP Lending for the administration of the Program as set forth in Exhibit C, as amended, modified or supplemented from time to time by GP Lending effective with prior notice to GPLS.

(ccc) "Purchases" has the meaning set forth in Section 2(a).

(ddd) "Received Payments" has the meaning set forth in Section 5(a).

(eee) "Records" has the meaning set forth in Section 20(i).

(fff) "Register" has the meaning set forth in Section 16(c).

(ggg) "Registrar" has the meaning set forth in Section 16(c).

(hhh) "Related Parties" of any Person means such Person's Affiliates or any of its respective partners, directors, agents, employees and controlling persons.

(iii) "Renewal Term" has the meaning set forth in Section 17(a).

(jjj) "Repeat Loan" shall mean any Participated Loan made to a Borrower who was a Borrower under another Participated Loan.

(kkk) "Requirements" shall mean all Laws of the Tribe and any federal laws, rules and regulations applicable to GP Lending and the Program, and all other laws, regulations and guidelines that GP Lending irrevocably consents to adhere to as set forth in this Agreement, including the Federal Consumer Laws, it being understood that GP Lending does not acknowledge or consent to the applicability of the Federal Consumer Laws to the Program but is agreeing to comply with them solely for purposes of this Agreement.

(lll) "Reserve Amount" has the meaning set forth in Section 2(e).

(mmm) "Retained Interest" shall mean, with respect to a Loan for which a participation interest has been sold by GP Lending to GPLS hereunder, the GP Lending Participation Percentage of such Loan.

(nnn) "Securities" shall mean any stock, shares, partnership interests, voting trust certificates, certificates of interest or participation in any profit-sharing agreement or arrangement, options, warrants, bonds, debentures, notes, or other evidences of indebtedness, secured or unsecured, convertible, subordinated or otherwise, or in general any instruments commonly known as "securities" or any certificates of interest, shares or participations in temporary or interim certificates for the purchase or acquisition of, or any right to subscribe to, purchase or acquire, any of the foregoing.

(ooo) "Servicing Agreement" shall mean that certain Servicing Agreement dated on the Effective Date by and between GP Lending and GPLS

(ppp) "Taxes" shall mean any present or future tax, levy, impost, duty, assessment, charge, fee, deduction or withholding of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed.

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

(rrr) "Tribal Agency" shall mean any Otoe-Missouria Tribe of Indians tribal agency that has jurisdiction over GP Lending.

(sss) " Tribal Law" shall mean any law or regulation duly enacted by the Tribe.

(ttt) "Tribal Regulator" shall mean any agency or department of the Tribe that has jurisdiction over GP Lending.

(uuu) "USA PATRIOT Act" shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act, and the regulations adopted thereunder.

For purposes of this Agreement, unless the context otherwise requires: (a) accounting terms not otherwise defined in this Agreement, and accounting terms partly defined in this Agreement to the extent not defined, shall have the respective meanings given to them under GAAP; (b) terms defined in Article 9 of the UCC as in effect in the relevant jurisdiction and not otherwise defined in this Agreement are used as defined in that Article; (c) the words "hereof," "herein" and "hereunder" and words of similar import refer to this Agreement as a whole and not to any particular provision of this Agreement; (d) references to any Article, Section, Schedule, Appendix or Exhibit are references to Articles, Sections, Schedules, Appendices and Exhibits in or to this Agreement and references to any paragraph, subsection, clause or other subdivision within any Section or definition refer to such paragraph, subsection, clause or other subdivision of such Section or definition; (e) the words "include", "includes" and "including" means "including without limitation"; (f) the word "will" shall be construed to have the same meaning and effect as the word "shall"; (g) except as otherwise expressly provided herein, references to any Law refers to that Law as amended from time to time and include any successor Law; and (h) references to any Person include that Person's successors and assigns.

2. Participation Interests.

(a) Right to Purchase Participation Interests. During the term of this Agreement, GPLS or one or more of its Affiliates, shall have the right, but not the obligation, to purchase (each, a "Purchase") undivided participation interests equal to the GPLS Participation Percentage in each Loan and the applicable Loan Documents (each a "Participation Interest" and, collectively, the "Participation Interests") from GP Lending. GP Lending must obtain the express written permission of GPLS prior to selling any loans or participation interests other than to GPLS, such permission not to be unreasonably withheld. Any agreement with any other party to which GP Lending sells other participation interests in the Loans shall be in a substantially similar format to this Agreement.

(b) Purchases and Sales of Participation Interests. On each Business Day, GP Lending shall provide a report of the Loans that were approved and funded by GP Lending which are eligible to be Participated Loans. In no event shall GP Lending sell any Participation Interests to GPLS for which

the Loans shall have been outstanding for less than two (2) Business Days. If GPLS elects to make a Purchase, then GP Lending shall sell to GPLS, and GPLS shall purchase from GP Lending, such amount of Participation Interests as shall be specified by GP Lending at a purchase price (each, a "Purchase Price") equal to (i) the GPLS Participation Percentage of the applicable aggregate Book Value of the Participated Loans and (ii) the agreement by GPLS to pay the Participation Fee with respect to such Participated Loans. On each Business Day on which GPLS purchases a Participation Interest, GP Lending shall automatically be deemed to have sold, transferred, assigned, set over and conveyed to GPLS, without recourse, except as set forth herein and subject to the terms of this Agreement, such Participation Interest, and the rights, benefits and proceeds arising therefrom or in connection therewith, for the Purchase Price. The Purchase of the Participation Interests shall, to the extent permitted to be transferred under applicable law, include, to the extent of such Participation Interests, the proceeds of or arising out of all claims, suits, causes of action and any other right of GP Lending (in its capacity as a lender), whether known or unknown, or any of its Affiliates, agents, representatives or any other Person arising under or in connection with the applicable Loan Documents or that is in any way based on or related to any of the foregoing or the loan transactions governed thereby including contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and purchased pursuant to this Agreement. In no event shall GP Lending sell any Participation Interests to GPLS for which the Participated Loans shall have been outstanding for less than two (2) Business Days. At the closing of each Purchase of Participation Interests hereunder, GP Lending shall (x) provide access or otherwise make available to GPLS or one of its designees all of the Loan Documents relating to the Participated Loans and (y) deliver to GPLS a Loan Schedule of such Participated Loans. Thereafter, for so long as any of such Participated Loans shall remain outstanding, GP Lending shall deliver to GPLS (A) on each Business Day, an updated Loan Schedule of such Participated Loans, and (B) not later than the fifth (5^{th}) Business Day of each calendar quarter during the term of this Agreement, commencing with the calendar quarter beginning on January 1, 2016, a certification by an authorized officer of GP Lending as to the accuracy of each such Loan Schedule delivered to GPLS during the immediately preceding calendar quarter and that each of the Participated Loans described on each such Loan Schedule was made under the authority of a duly-authorized officer of GP Lending. For purposes of clarification, GP Lending shall at all times maintain the Retained Interest in all Loans made by GP Lending in which GPLS owns a Participation Interest.

(c) Ownership of Participation Interest. GPLS is, and shall be considered for all purposes as, the legal and equitable owner of a Participation Interest in each Participated Loan and the associated Loan Documents (to the extent of such Participation Interest) together with all of the rights, privileges, and remedies applicable thereto (subject to the terms of this Agreement).

(d) Effect of Sale. THIS AGREEMENT INVOLVES A SALE OF A PARTICIPATION INTEREST IN THE PARTICIPATED LOANS AND THE APPLICABLE LOAN DOCUMENTS AND SHALL IN NO WAY BE CONSTRUED AS A LOAN OR AN EXTENSION OF CREDIT BY GPLS TO GP LENDING OR THE CREATION OF ANY OTHER RELATIONSHIP BETWEEN THE PARTIES.

(e) Reserve Amount. As of the Effective Date, the Reserve Amount refers to and means an amount equal to $6,023,917.00 which GP Lending shall pay to GPLS as follows: (i) $265,420 as of the Effective Date, (ii) thirty-six (36) equal monthly installments of $33,466 beginning on the first day of each month after the Effective Date, and (iii) $4,553,720 on the earlier of the expiration date or the termination date of this Agreement. If upon the termination or expiration of this Agreement GP Lending holds any amounts owned by GPLS in a reserve or other account of any kind, then GP Lending shall promptly return any such remaining amounts to GPLS.

(f) No Recourse. Each sale of Participation Interests by GP Lending to GPLS (i) is without recourse, representation or warranty of any kind, either expressed or implied, except as may

otherwise be expressly contained herein, including, without limitation, the representations and warranties set forth in Section 12(a), and (ii) to the extent permitted to be transferred under applicable Law, includes all claims, suits, causes of action and any other right of GP Lending whether known or unknown, against, applicable Borrowers or any of their respective affiliates, agents, representatives, contractors, advisors or any other Person arising under or in connection with the underlying Loan Documents or that is in any way based on or related to any of the foregoing or the loan transactions governed thereby, including, without limitation, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold pursuant to this Agreement.

(g) Securities Laws. GPLS acknowledges and agrees that (i) the proposed sale of Participation Interests hereunder is a contractual relationship and does not involve, nor is it intended in any way to constitute, the sale of a "security" within the meaning of any applicable securities laws and (ii) it is not contemplated that any filing will be made with any regulatory agency or pursuant to the securities laws of any other jurisdiction in connection with the sale of Participation Interests hereunder.

(h) Termination of Origination of Loans. GPLS acknowledges and agrees that GP Lending may elect to reduce or suspend the origination of new Loans at any time.

(i) Rights and Remedies. In the event of an indemnifiable event as contemplated under Section 21(a) or in the event of any failure by GPLS to perform any of its obligations under this Agreement, GP Lending shall have all rights and remedies available under this Agreement at law and in equity.

(j) Investigation of Loans. GPLS has conducted such independent investigations and due diligence as it deems to be warranted into the nature, validity, enforceability, collectability and value of the Participation Interests and the Participated Loans, and all other facts it deems material to the purchase of the Participation Interests and is entering into this transaction solely on the basis of that investigation and GPLS' own judgment, and is not acting in reliance on any representation made or information furnished by GP Lending, its employees, agents, representatives, or independent contractors (other than the representations and warranties of GP Lending contained in this Agreement). GPLS agrees and represents that the Loan Documents made available to it were an adequate and sufficient basis on which to determine whether and at what price to purchase the Participation Interests. GPLS has been urged, invited and directed to conduct and has conducted such due diligence review and analysis of the Participation Interests, the Participated Loans and the Loan Documents, and related information, together with such records as are generally available to the public from local, county, state and federal authorities, record-keeping offices and courts as GPLS deems necessary, proper or appropriate in order to make a complete informed decision with respect to the purchase and acquisition of Participation Interests. GPLS ACKNOWLEDGES AND AGREES THAT GPLS IS PURCHASING PARTICIPATION INTERESTS BASED UPON GPLS' INDEPENDENT EXAMINATION, STUDY, INSPECTION AND KNOWLEDGE OF THE PARTICIPATION INTERESTS AND THE PARTICIPATED LOANS AND THAT GPLS IS RELYING UPON ITS OWN DETERMINATION OF THE QUALITY, VALUE, AND CONDITION OF THE PARTICIPATION INTERESTS AND THE PARTICIPATED LOANS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GP LENDING.

(k) Information Sharing. With respect to the sharing of any Customer Information or Confidential Customer Information relating to any Borrower or Applicant with any affiliated or non-affiliated company, GPLS, its Affiliates and agents shall comply with the requirements of all Laws of the United States of America even if such laws may not be applicable. Additionally, GPLS and its Affiliates and agents shall not sell, transfer or otherwise convey Customer Information to any other Person other than in connection with a subsequent sale of the Participation Interests to a third party subject to Section 16.

(l) Repurchase of Participation Interests. GP Lending shall use its best efforts to sell Charge-Offs at a competitive market rate in an arm's length transaction to a Person that is not related to or affiliated with GP Lending, and upon an agreement to sell any such sellable Charge-Offs, GP Lending shall, simultaneously with the sale and receipt of the related cash proceeds, promptly (i) repurchase GPLS' Participation Interest in such sellable Charge-Offs for a cash repurchase price equal to (I) the GPLS Participation Percentage, multiplied by (II) the amount of such cash proceeds, and (ii) pay GPLS the amount referred to in the preceding subsection (i) hereof.

(m) Participation Fee. The Participation Fee shall be paid by GPLS to GP Lending as set forth in Section 4(a)(i). For purposes of clarification, the Parties agree that the Participation Fee shall constitute compensation for services rendered by GP Lending in connection with this Agreement.

3. Servicing and Administration.

(a) GP Lending's Charge-off Policy. GP Lending's policies regarding underwriting, risk, loan loss reserves and Charge-Offs shall be communicated in writing to GPLS from time to time and prior to any material change to such policies.

(b) Servicing of Loans. GP Lending or its designees will service the Participated Loans in accordance with the Servicing Agreement. In performing its duties as servicer of the Participated Loans, GP Lending or such designees shall or shall cause a third party to service and administer the Participated Loans in accordance with the Program Guidelines, and in connection therewith, shall follow customary servicing procedures; provided, that notwithstanding the foregoing, except in the event that GP Lending is negotiating a payment plan or other workout of a Participated Loan with a Borrower, GP Lending shall not otherwise reduce the interest rate on a Participated Loan or the principal balance due on a Participated Loan. To the extent GP Lending is using a designee or third party to service the Participated Loans, GP Lending shall agree to provide a collateral assignment of any servicing agreement it enters into with respect to the Participated Loans which would allow GPLS to assign to itself or its designees any servicing agreement in the event of an Event of Default that is continuing that would result in a Material Adverse Effect on GPLS.

(c) Compliance Reviews and Audits. During the term of this Agreement and at all times thereafter, GP Lending shall have reasonable access to GPLS' offices, to the books and records of GPLS (to the extent that such books and records pertain to the Participated Loans), to the officers, employees and accountants of GPLS, and to the computer files containing copies of the Loan Documents, all for the same purposes of ensuring that GPLS is complying fully with its obligations under this Agreement; provided, that the exercise of such audit and review rights by GPLS shall be conducted during normal business hours in a manner which does not unreasonably interfere with GP Lending's normal business operations and customer and employee relations. In addition, and not as a limitation of the foregoing, GP Lending shall have the right, from time to time during the term of this Agreement, to conduct audits and/or compliance reviews of GPLS and the records generated hereunder at GPLS' expense; provided, that the exercise of such audit and review rights by GP Lending shall be conducted during normal business hours in a manner which does not unreasonably interfere with GPLS' normal business operations and customer and employee relations. For purposes of clarification, the obligations of GPLS and rights of GP Lending under this Section 3(c) shall apply solely with respect to GPLS and not, for purposes of clarification, with respect to any of its Affiliates.

4. Pricing and Fees.

(a) Within ten (10) days from the end of each calendar month, GPLS shall remit the following amounts to GP Lending:

(i) The Participation Fee pursuant to Section 2(m) and Exhibit B; plus

(ii) Three hundred and five dollars ($305.00) for each New Loan made during such previous month multiplied by the GPLS Participation Percentage; plus

(iii) One hundred and twenty dollars ($120.00) for each Repeat Loan made during such previous month multiplied by the GPLS Participation Percentage.

(b) All charges and fees provided for in this Agreement are in U.S. dollars and are inclusive of any and all Taxes, duties, or similar charges. GP Lending will be solely responsible and shall timely pay any and all Taxes imposed on or with respect to, or arising as a result of or in connection with, any fees, charges or other amounts payable to or for the benefit of GP Lending hereunder or the transfer or sale of Participation Interests to GPLS hereunder, it being expressly understood that GP Lending shall not be responsible for any U.S. income tax on the income of GPLS. GP Lending shall indemnify GPLS and hold GPLS harmless from any and all claims and liabilities for such Taxes or arising from GP Lending's failure to report or pay any such Taxes.

5. Distributions.

(a) Distribution of Payments. By the close of business on each Business Day, with respect to any payments received with respect to a Participated Loan, such payments shall be automatically deposited into the Collection Account with funds necessary to fund new Loans being made the following day being transferred from the Collection Account to the Funding Account. Those payments referred to in the preceding sentence that are automatically deposited into the Collection Account shall be referred to hereafter as the "Received Payments." Except with respect to not more than three and one quarter percent (3.25%) of the Received Payments, GP Lending shall not transfer any Received Payments from the Collection Account to any other account other than to transfer sufficient funds into the Funding Account to fund new Loans approved for funding on that Business Day and as permitted by this Section 5(a). GPLS shall have a perfected security interest in the Collection Account and the Funding Account and it shall be subject to a deposit control agreement acceptable to the financial institution, GP Lending and GPLS. To secure GP Lending's obligation to cause any payments received with respect to a Participated Loan to be deposited into the Collection Account and to transfer the appropriate monies received to GPLS (or its designee(s)) with respect to monies due to it pursuant to its Participation Interest, and to secure GPLS's interest in the Collection Account funds transferred to the Funding Account, GP Lending hereby grants to GPLS a first priority, continuing security interest in, and assignment of, GP Lending's right, title and interest in, to and under the Funding Account and the Collection Account, that portion of the funds in the Funding Account and the Collection Account that belong to GPLS, and all proceeds of any thereof, whether now or hereafter existing or arising. To the extent GPLS is entitled to receive any amounts payable pursuant to this Section 5(a) and upon GP Lending's failure to cause any payments received with respect to a Participated Loan to be deposited into the Collection Account or funds in the Funding Account to be used to fund new Loans, then, without any demand or notice of any kind, GPLS shall have the rights and remedies of a secured party under the Uniform Commercial Code of the State of Delaware. GPLS is hereby authorized to file in any Uniform Commercial Code filing office a financing statement naming GP Lending as the debtor and indicating the collateral all of the sums from time to time in the Funding Account or the Collection Account, as the case may be, that belong to GPLS and any and all proceeds of any thereof, whether now or hereafter existing or arising. GPLS may indicate some or all of the collateral on the financing statement, whether generally or specifically. On each Business Day, GP Lending shall transfer to an account designated by GPLS an amount equal to the GPLS Participation Percentage of any payments received by GP Lending on such Business Day and

deposited into the Collection Account and GP Lending shall retain an amount equal to the GP Lending Participation Percentage of any payments received by GP Lending on such Business Day. To the extent that any portion of such amount transferred to GPLS is determined to represent a returned payment by a Borrower (a "bounced payment") or a refund to a Borrower, GPLS shall be required to remit such amount immediately back to the Collection Account by no later than the next Business Day or GP Lending shall deduct such amount from the amount otherwise due to GPLS on the next Business Day.

(b) Periodic Reports. Not later than the fifth (5th) Business Day of each month during the term of this Agreement, GP Lending will furnish to GPLS a monthly remittance report (a "Monthly Remittance Report") in a format agreed to by the Parties, as to the last day of the preceding month. In addition, not more than sixty (60) days after the end of each calendar year during the term of this Agreement, GP Lending will furnish to GPLS an annual remittance report (an "Annual Remittance Report") with the format agreed to by the Parties, as to the prior calendar year. In addition, GP Lending shall provide GPLS with such information concerning the Loans as is necessary for GPLS to prepare its federal or other applicable income tax return as GPLS may reasonably request from time to time. Reports provided to GPLS pursuant to this Section 5(b) shall be accompanied by a certification by an authorized officer of GP Lending as to the accuracy of the report.

6. Interests of the Parties.

(a) Collections of Payments. Subject to any other right set forth in this Agreement, GP Lending shall have the exclusive right to collect all sums due from a Borrower or any guarantors, third parties, or otherwise on account of each Participated Loan in accordance with the Servicing Agreement, including but not limited to, any principal, interest, late charges, origination fees and other fees or penalties, whether received directly from a Borrower, any guarantors, or any other Persons, or as amounts payable by exercise of any right held by GP Lending against any Persons.

(b) Duties of GP Lending as Custodian.

(i) GP Lending shall (i) hold the Loan Documents for Participated Loans as custodian for the benefit of GPLS and GP Lending, and (ii) maintain such accurate and complete accounts, records and computer systems pertaining to the Loan Documents indicating GPLS' Participation Interest in the Participated Loans. GP Lending shall act with reasonable care in performing its duties as custodian and shall comply with respect to the safeguards of such Customer Information in accordance with the Requirements.

(ii) GP Lending shall maintain the Loan Documents and all related physical and electronic records and loan files at its principal office or at such other office as shall be specified to GPLS by written notice not later than ten (10) Business Days prior to any change in location. GP Lending shall make available to GPLS or its duly authorized representatives, attorneys or auditors a list of locations of the Loan Documents and the related accounts, records and computer systems maintained by GP Lending at such times during GP Lending's normal business hours as GPLS shall reasonably instruct, which does not unreasonably interfere with GP Lending's normal operations or customer or employee relations.

7. Bookkeeping Entries. The sale of a Participation Interest in each Participated Loan shall be reflected on GP Lending's balance sheet and other financial statements as a sale of a participation interest by GP Lending to GPLS and not as a sale of a whole loan. GP Lending shall be responsible for maintaining a complete set of books and records for the Participated Loans which shall be clearly marked to reflect the sale of each Participation Interest in each Participated Loan to GPLS and the ownership of each Participation Interest by GPLS.

8. **Information.** Subject to any Laws restricting disclosure and confidentiality provisions of this Agreement, GP Lending shall from time to time make available to GPLS or its duly authorized representatives, attorneys or auditors, upon written request and within a reasonable time, the following with respect to each Participated Loan: (i) the Loan Documents and such other information as is then available to GP Lending regarding the status of payments of principal, interest, finance charges and any other applicable charges collected from the Borrower; and (ii) such other information regarding each Participated Loan as GPLS or any Governmental Authority may require. GP Lending hereby authorizes GPLS or any of its designees to verify or discuss with GP Lending any matter relating to any Participated Loan in person, by mail, by telephone or otherwise. GP Lending shall cooperate fully with GPLS and its designees in an effort to facilitate and promptly conclude any such verification or discussion process.

9. **Privacy.** GPLS shall not distribute any Customer Information received from GP Lending (or copies thereof) to any Person, except (A) as required by applicable Requirements or any applicable Governmental Authority, (B) as permitted by applicable Requirements to its Affiliates or (C) to its attorneys, accountants, and other parties to whom disclosure is required pursuant to litigation to enforce this Agreement or to defend the same, or in connection with tax filings. GPLS shall treat as confidential and shall not disclose or otherwise make available any Customer Information received from GP Lending with respect to any Borrower, customer or consumer, except in accordance with GP Lending's privacy policy.

10. **Security of Customer Information.** GP Lending and GPLS shall implement and maintain administrative, technical and physical safeguards designed to ensure the security of Customer Information pursuant to the Requirements including, but not limited to, the following: (i) access controls on information systems, including controls to authenticate and permit access only to authorized individuals and controls to prevent its representatives from providing Customer Information to unauthorized individuals who may seek to obtain this information through fraudulent means; (ii) access restrictions at physical locations containing Customer Information, such as buildings, computer facilities, and records storage facilities to permit access only to authorized individuals; (iii) encryption of electronic Customer Information, including while in transit or in storage on networks or systems to which unauthorized individuals may have access; (iv) procedures designed to ensure that information system modifications are consistent with the information security measures; (v) dual control procedures, segregation of duties, and employee background checks for representatives with responsibilities for or access to Customer Information; (vi) monitoring systems and procedures to detect actual and attempted attacks on or intrusions into information systems; (vii) response programs that specify actions to be taken when GP Lending or GPLS detects unauthorized access to information systems, including immediate reports to the other parties; (viii) measures to protect against destruction, loss or damage of Customer Information due to potential environmental hazards, such as fire and water damage or technological failures; (ix) training staff to implement the information security measures; (x) regular testing of key controls, systems and procedures of the information security measures by independent third parties or staff independent of those that develop or maintain the security measures; (xi) appropriate measures to completely and permanently destroy consumer information by shredding, permanently erasing, or otherwise permanently rendering consumer information inaccessible and illegible and (xii) appropriate measures to safeguard consumer information in accordance with those Laws that are applicable to the respective Party. Each of GP Lending and GPLS shall respond promptly and thoroughly to any requests for information concerning the respective information security measures implemented by such party.

11. **Costs and Expenses.** Neither Party shall be responsible for any other Party's costs, expenses, liabilities and disbursements incurred or paid in connection with this Agreement, or any matters relating to or arising therefrom; provided, however, that any Tax or fee imposed pursuant to any tribal authority on either GP Lending or GPLS in connection with the Participation Interests or the transactions contained

in and contemplated by this Agreement, will be paid by GP Lending. GP Lending shall promptly reimburse GPLS if any such Tax or fee is paid by GPLS. In the event that GP Lending fails to promptly reimburse GPLS, GPLS shall have the right to set off against any payments then due or to become due from GPLS to GP Lending (including, without limitation, the Participation Fee).

12. Representations and Warranties.

(a) The representations and warranties made by GP Lending in this Agreement shall not merge into any document associated herewith and shall survive and continue until the termination of this Agreement; provided, that the representations and warranties contained in Sections 12(a)(i), (ii), (iii), (iv), (v), (vi), (viii) and (ix) hereof shall survive such termination indefinitely, and all of such representations and warranties made by GP Lending shall be enforceable at law or in equity against GP Lending, its successors and assigns, by GPLS and its Affiliates, successors and assigns. GP Lending hereby makes the following representations and warranties to GPLS as of the date hereof and as of the date of each Purchase:

(i) Organization and Good Standing. GP Lending is a business entity duly formed under the laws of and operating within the Indian Country of the Tribe as an arm of the Tribe possessing all sovereign immunity of the Tribe, validly existing and in good standing under the laws of the Tribe and has full power, authority and the legal right to own its properties and conduct its business as now conducted, and to execute, deliver and perform its obligations under this Agreement;

(ii) Due Qualification. GP Lending (A) has obtained all licenses and approvals as required under Tribal Law or any applicable federal or state laws that are necessary to perform its duties hereunder and (B) is in compliance with its organizational documents and (C) will maintain all previous requirements in good standing under Tribal Law;

(iii) Due Authorization: Enforceability. GP Lending has the full power and authority to execute and deliver this Agreement and to perform all its obligations hereunder, including, without limitation, selling and transferring the Participation Interests hereunder. GP Lending has secured all necessary tribal government approvals for the irrevocable limited waiver of sovereign immunity contained in this document. The execution, delivery and performance of this Agreement by GP Lending including, without limitation, the sale and transfer of the Participation Interests hereunder, have been duly authorized by all necessary action on its part and do not and will not contravene any provision of its organizational documents. This Agreement has been duly executed and delivered by GP Lending and constitutes the legal, valid and binding obligation of GP Lending, enforceable against GP Lending in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency, moratorium and/or other similar laws and general equitable principles;

(iv) Arm of the Tribe. GP Lending is a wholly-owned entity of the Tribe that is validly recognized as an arm of the Tribe. GP Lending was created pursuant to the constitution and laws of the Tribe, is directly owned and operated by the Tribe, and the activities of GP Lending inure to the benefit of the Tribe in its sovereign capacity by furthering the Tribe' exercise of its right to self-government, its administration of all tribal affairs to the best advantage of the individual members of the Tribe, and preserving and increasing tribal resources. GP Lending operates completely within the Indian Country of the Tribe. Each Loan has been underwritten, approved and made within the Indian Country of the Tribe, is subject to the laws of the Tribe and each Borrower has and will specifically acknowledge and consent to the application and jurisdiction of the Tribal Laws and that the Loan is being made on tribal lands when entering into a Loan. GP Lending shall comply with the Requirements;

(v) Limited Waiver of Sovereign Immunity. Except as provided in Section 20(d), and then limited only to the extent specified therein, GP Lending has not, either by express agreement or by its actions, waived its sovereign immunity with regard to the Loans, and it has acted at all times in a manner consistent with preserving the application of Tribal Law, Tribal jurisdiction and Tribal Sovereign Immunity and jurisdiction to and over the Loans;

(vi) No Conflict. The execution, delivery and performance by GP Lending of this Agreement and the transactions contemplated hereby do not violate, conflict with or result in a breach or default under the organizational documents of GP Lending or any Requirements applicable to GP Lending or any agreement or other document to which GP Lending is a party or by which it or any of its property is bound;

(vii) No Proceeding. There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or threatened against GP Lending which would have a Material Adverse Effect on the transactions contemplated by, or GP Lending's ability to perform its obligations under this Agreement;

(viii) Criminal Matters; Tax Liens; Proceedings and Judgments. Except as set forth on Schedule 12(a)(viii), neither GP Lending nor any of its officers, directors, members or managers has been subject to any of the following:

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

(B) Tax liens for amounts which are past due and which are not being contested in good faith by appropriate proceedings for which adequate reserves made in accordance with GAAP are being maintained;

(C) Administrative or enforcement proceedings commenced by the Tribal Regulator or any governmental entity (whether or not such entity has jurisdiction over GP Lending, including but not limited to the Securities and Exchange Commission, any state securities or consumer protection regulatory authority, the Consumer Financial Protection Bureau or the Federal Trade Commission); or

(D) Restraining order, decree injunction, or judgment entered in any proceeding or lawsuit alleging fraud on the part of GP Lending or any principal thereof;

(ix) Participation Interests. Each of the Participation Interests to be transferred by GP Lending hereunder has been duly authorized and, upon such transfer in accordance with the terms hereof, shall be validly transferred free from all Taxes, Liens and charges with respect to the transfer thereof. Upon receipt of the Participation Interests hereunder, GPLS will be vested with good and marketable title thereto, free and clear of all Taxes, Liens and charges with respect to the transfer thereof;

(x) No Consents. GP Lending is not required to obtain any consent, authorization, approval, order, license, franchise, permit, certificate or accreditation of, or make any filing or registration with, any court, governmental agency or any regulatory or self-regulatory agency or authority or any other Person in order for it to execute, deliver or perform any of its obligations under or contemplated by this Agreement;

(xi) Equity Capitalization of GP Lending. All of the outstanding equity interests of GP Lending have been duly authorized, validly issued and are owned by the Tribe;

(xii) Indebtedness and Other Contracts. GP Lending (A) has no outstanding Indebtedness, (B) is not a party to any contract, agreement or instrument, the violation of which, or default under which, by the other party(ies) to such contract, agreement or instrument could reasonably be expected to result in a Material Adverse Effect or (C) is not in violation of any term of or in default under any Material Contract that could reasonably be expected to result in, either individually or in the aggregate, a Material Adverse Effect;

(xiii) Creation, Perfection, and Priority of Liens. If, notwithstanding the Parties' intent and belief, based on the advice of counsel and their independent analysis, the sale to GPLS of Participation Interests pursuant to this Agreement is held or deemed not to be an absolute sale or is held or deemed to be a pledge of security for a loan, Section 19(c) of this Agreement is effective to create in favor of GPLS a legal, valid, binding, and upon the filing of the appropriate financing statements with the Filing Offices, enforceable perfected first priority security interest and Lien in the entire right, title and interest of GP Lending in and to the GPLS Collateral;

(xiv) Absence of Litigation. There is no Proceeding pending or, to the knowledge of GP Lending, threatened in writing against or affecting GP Lending which (A) could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect, (B) if adversely determined, could reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect or (C) questions the validity of this Agreement or any of the transactions contemplated hereby or thereby or any action taken or to be taken pursuant hereto or thereto;

(xv) No Undisclosed Events, Liabilities, Developments or Circumstances. No event, liability, development or circumstance has occurred or exists, or is contemplated to occur with respect to GP Lending or its business, properties, prospects, operations or financial condition, that would reasonably be expected to result, either individually or in the aggregate, in a Material Adverse Effect;

(xvi) Tax Status. GP Lending (A) has made or filed all foreign, federal, state and tribal income and all other material tax returns, reports and declarations required by any jurisdiction to which it is subject, except prior to the date hereof where any failure to do so did not result in any material penalties to GP Lending, (B) has paid all taxes and other governmental assessments and charges shown or determined to be due on such returns, reports and declarations, except those being contested in good faith and for which an adequate reserve has been established on its books in accordance with GAAP, and (C) has set aside on its books adequate reserves in accordance with GAAP for the payment of all taxes for periods subsequent to the periods to which such returns, reports or declarations apply. There are no unpaid taxes in any material amount claimed to be delinquent by the taxing authority of any jurisdiction (other than those being contested in good faith by appropriate proceedings promptly instituted and diligently conducted and subject to adequate reserves taken by GP Lending as shall be required in conformity with GAAP), and the officers of GP Lending know of no basis for any such claim. Each of the Participated Loans is issued and shall be at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the U.S. Internal Revenue Code of 1986 (as amended) and any related Treasury regulations promulgated thereunder. GP Lending is authorized to receive, and shall receive, on behalf of each Borrower (as its agent) the applicable IRS Form W-8 delivered to it by GPLS;

(xvii) Conduct of Business; Regulatory Permits. GP Lending is not in violation of any term of or in default under its certificate of formation or operating agreement or other governing documents. GP Lending is not in violation of any judgment, decree or order or any statute, ordinance, rule or regulation applicable to GP Lending (A) purporting to enjoin or restrain the execution, delivery or performance of this Agreement, or directing that the transactions provided for herein not be consummated as herein provided, or (B) to the extent any such violation would reasonably be expected

to have, either individually or in the aggregate, a Material Adverse Effect. GP Lending possesses all material consents, authorizations, approvals, orders, licenses, franchises, permits, certificates and accreditations and all other appropriate regulatory authorizations necessary to conduct its business as required by the Tribe, and GP Lending has not received any notice of proceedings relating to the revocation or modification of any such consents, authorizations, approvals, orders, licenses, franchises, permits, certificates, accreditations or permits. GP Lending is in compliance with all applicable laws, rules, regulations and ordinances of all applicable Governmental Authorities, including, without limitation, all applicable state regulatory and similar laws, rules, regulations and orders, except to the extent any such non-compliance would not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect and GP Lending will offer the Loans in accordance with the Program Guidelines;

(xviii) Foreign Corrupt Practices. Notwithstanding the fact that the following may not be applicable to GP Lending, neither GP Lending nor any director, officer, agent, employee or other Person acting on behalf of GP Lending has, in the course of its actions for, or on behalf of: GP Lending (A) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; (B) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (C) violated or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended; or (D) made any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any foreign or domestic government official or employee;

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

(xx) Terrorism Laws. To the extent applicable, GP Lending is in compliance, in all material respects, with all Terrorism Laws; and

(xxi) Taxes. Currently no Taxes or fees are imposed pursuant to any tribal authority on either GP Lending or GPLS in connection with the Participation Interests or the transactions contained in and contemplated by this Agreement. In the event any tribal authority imposes any Taxes or fees upon either GP Lending or GPLS, GP Lending will bear the entire burden of such Taxes or fees and shall reimburse GPLS for such.

(b) The representations and warranties made by GPLS shall not merge into any document associated herewith and shall survive and continue until the termination of this Agreement and shall be enforceable at law or in equity against GPLS, its successors and assigns, by GP Lending and its successors and assigns. GPLS hereby makes the following representations and warranties to GP Lending as of the date hereof and as of the date of each Purchase;

(i) Organization and Good Standing. GPLS is an exempted company duly formed with limited liability under the laws of the Cayman Islands, validly existing and in good standing under the laws of the Cayman Islands and has full power, authority and the legal right to own its properties and conduct its business as now conducted, and to execute, deliver and perform its obligations

under this Agreement;

(ii) Due Qualification. GPLS is in compliance with its organizational documents;

(iii) Due Authorization: Enforceability. GPLS has the full power and authority to execute and deliver this Agreement and to perform all its obligations hereunder. The execution, delivery and performance of this Agreement by GPLS have been duly authorized by all necessary corporate action on its part and do not and will not contravene any provision of its organizational documents. This Agreement has been duly executed and delivered by GPLS and constitutes the legal, valid and binding obligation of GPLS, enforceable against GPLS in accordance with its terms, except as such enforceability may be limited by applicable bankruptcy, reorganization, insolvency moratorium and/or other similar laws and general equitable principles;

(iv) No Conflict. The execution, delivery and performance by GPLS of this Agreement and the transactions contemplated hereby do not violate, conflict with or result in a breach or default under the organizational documents of GPLS or any other regulation applicable to GPLS or any agreement or other document to which GPLS is a party or by which it or any of its property is bound;

(v) No Proceeding. There is no litigation or administrative proceeding before any court, tribunal or governmental body presently pending or threatened against GPLS which would have a material adverse effect on the transactions contemplated by, or GPLS's ability to perform its obligations under this Agreement;

(vi) GPLS Accepts "As-Is" Condition. EXECUTION OF THIS AGREEMENT SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY GPLS THAT THE PURCHASE OF EACH PARTICIPATION INTEREST SHALL BE MADE WITHOUT RELIANCE ON ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR OTHERWISE (OTHER THAN THE REPRESENTATIONS AND WARRANTIES OF GP LENDING CONTAINED IN THIS AGREEMENT) IN AN "AS-IS", "WITH ALL FAULTS" CONDITION BASED SOLELY ON GPLS' OWN INSPECTION AND LEGAL AND BUSINESS DUE DILIGENCE INVESTIGATION. GPLS acknowledges and agrees that GP Lending neither has nor does represent, warrant or covenant the nature, accuracy, completeness, enforceability or validity of any of the Participation Interests, the Participated Loans or applicable Loan Documents and does not guaranty or make any representation or warranty regarding the performance or collection of any Participated Loan. All documentation, information, analysis and/or correspondence, if any, which is or may be sold, transferred, assigned and conveyed to GPLS with respect to any and all Participation Interests, Loans or the Loan Documents are done so on an "as is" basis, with all faults;

(vii) Independent Investigation. GPLS represents and warrants to GP Lending that GPLS based its decision to purchase each Participation Interest solely upon GPLS' investigation and evaluation of the Participation Interests, the Participated Loans (including the compliance thereof with the Laws) and each Borrower's creditworthiness, to the extent deemed necessary or advisable by GPLS, and not in reliance on any information, representation or advice provided by GP Lending. GPLS further warrants that it will, without reliance on any advice or analysis that may be provided by GP Lending and based on such documents, information, analysis and other factors as GPLS deems appropriate at the time, continue to make its own investment decisions in connection with the Participation Interests and the Participated Loans; and

(viii) Investment Representation. GPLS hereby represents and warrants to GP Lending that (A) the purchase of Participation Interests is a legal investment for GPLS under applicable laws, (B) GPLS has acquired and is acquiring the Participation Interests for its own account and not with a view to the sale, transfer or other distribution thereof other than in accordance with the exercise of any contractual

rights of redemption it may have, (C) GPLS acknowledges that the Participation Interests are not Securities and are not registered under or subject to any securities laws, (D) GPLS understands that its purchase of Participation Interests involves a high degree of risk, including the risk of nonpayment and Charge-Off, (E) GPLS has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of the purchase of Participation Interests hereunder, (F) GPLS can afford a complete loss of the sums advanced and to be advanced hereunder, (G) GPLS acknowledges that it has been offered an opportunity to ask questions of and receive answers from officers of GP Lending concerning all material aspects of this Agreement, the Participation Interests and the Participated Loans, and that any request for such information has been fully complied with to the extent GP Lending possesses such information or can acquire it without unreasonable effort or expense, (H) GPLS recognizes that no governmental agency has passed upon the Participation Interests, the Participated Loans or this Agreement or made any finding or determination as to their fairness and (I) GPLS is an "accredited investor" as defined in Rule 501 under the Securities Act of 1933, as amended.

13. Covenants of GP Lending. Until this Agreement shall have terminated:

(a) Notices from Governmental Authority or Threat or Initiation of Litigation or Arbitration. GP Lending will deliver to GPLS, within ten (10) Business Days of the date of receipt, (i) any notice of actual or threatened adverse action issued by any Tribal Agency or Governmental Authority, whether or not such Governmental Authority has jurisdiction over GP Lending, the Participation Interests or the Participated Loans, (ii) notice of any actual or threatened third party litigation or arbitration in connection with the Program, and (iii) any customer complaints; provided, however, GP Lending may provide aggregate customer complaint information on a monthly basis.

(b) Mergers; Acquisitions and Asset Sales. GP Lending shall not (i) enter into any transaction of merger or consolidation, or liquidate, wind up or dissolve itself (or suffer any liquidation or dissolution), (ii) convey, sell, lease or sub lease (as lessor or sublessor), exchange, transfer or otherwise dispose of, in one transaction or a series of transactions, all or any part of its business, the Loans or any income or profits therefrom (other than sales or other transfers of the Retained Interests) or any of its other assets, property or equity Securities of any kind whatsoever, whether real, personal or mixed and whether tangible or intangible, whether now owned or hereafter acquired (other than sales or other transfers of other assets of GP Lending in the ordinary course of its business consistent with past practice with the prior written consent of GPLS (which consent shall not be unreasonably withheld or delayed)), or (iii) acquire by purchase or otherwise (other than purchases or other acquisitions of inventory, materials and equipment in the ordinary course of business) the business, property or fixed assets of, or stock or other evidence of beneficial ownership of, any Person or any division or line of business or other business unit of any Person.

(c) Other Information. GP Lending will deliver to GPLS:

(i) subject to limitations imposed by applicable law, promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of GP Lending (other than any routine inquiry) and, upon request and at GPLS' reasonable cost and expense, copies of all such documents and information furnished to such Governmental Authority; and

(ii) such other information, documents and data with respect to GP Lending as from time to time may be reasonably requested by GPLS.

(d) Prohibition Against Liens. GP Lending shall not, directly or indirectly create, incur, assume or permit to exist any Lien on or with respect to the Participated Loans or any income or profits therefrom (other than Liens on or with respect to the Retained Interests), or file or permit

the filing of, or permit to remain in effect, any financing statement or other similar notice of any Lien with respect to the Participated Loans, or any income or profits therefrom, under the UCC of any State or under any similar recording or notice statute.

(e) Prohibition Against Indebtedness. GP Lending shall not, directly or indirectly, create, incur, assume or guaranty, or otherwise become or remain directly or indirectly liable with respect to any Indebtedness secured by a Lien on any Participated Loans or any income or profits therefrom (other than Liens on or with respect to the Retained Interests and any Loans other than Participated Loans).

(f) Books and Records; Inspections.

(i) GP Lending shall (A) keep adequate books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (B) permit any representatives designated by GPLS (including any consultants, accountants, lawyers and appraisers retained by GPLS) at GPLS's sole expense, to visit and inspect any of the properties of GP Lending, to inspect, copy and take extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers and independent accountants, all upon reasonable prior written notice and at such reasonable times during normal business hours and as often as may reasonably be requested and by this provision GP Lending authorizes such accountants to discuss with GPLS and such representatives the affairs, finances and accounts of GP Lending. GP Lending acknowledges that GPLS, after exercising its rights of inspection, may prepare certain reports pertaining to GP Lending's assets solely for internal use by GPLS.

(ii) Without limiting the foregoing, GPLS may, at GPLS' sole cost and expense, make test verifications of the Loans in any manner and through any medium that GPLS considers advisable, and GP Lending shall furnish all such assistance and information as GPLS may reasonably require in connection therewith.

(g) Compliance with Laws. GP Lending shall comply with all applicable Requirements.

(h) No Further Negative Pledges. GP Lending shall not enter into, assume or become subject to any agreement (other than this Agreement) prohibiting or otherwise restricting the existence of any Lien upon the Participated Loans or any income or profits therefrom (other than Liens on or with respect to the Retained Interests), or requiring the grant of any security with regard to the Participated Loans, or any income or profits therefrom for any obligation.

(i) Existence and Maintenance of Properties. GP Lending shall maintain and preserve (i) its existence and good standing in the jurisdiction of its organization and (ii) its qualification to do business and good standing in each jurisdiction where the nature of its business makes such qualification necessary (other than such jurisdictions in which the failure to be so qualified or in good standing could not reasonably be expected to have, either individually or in the aggregate, a Material Adverse Effect).

(j) Duties to GPLS. GP Lending shall have the duty to GPLS to maintain operating costs and staffing at a level customary within the industry.

(k) Modification of Organizational Documents, Loan Documents and License Agreement. GP Lending shall not, without the prior written consent of GPLS (which consent shall not be unreasonably withheld or delayed), permit any of (i) its charter or other organizational documents or (ii) the Loan Documents to be amended or modified in any respect adverse to GPLS. GP Lending shall not, without the prior written consent of GPLS, permit the License Agreement to be amended, modified

or terminated. GP Lending shall promptly give written notice to GPLS of any change in the Constitution of the Tribe or any tribal ordinances, law or regulations that will affect this transaction or the Loans, and such notice shall include copies of all changes thereto.

(l) Employment Requirements. GP Lending shall have experienced management to run all aspects of the Program, to insure proper financial information and controls and that are dedicated solely and exclusively to managing the Program.

(m) Limitation on Businesses. GP Lending shall not offer consumer financial products other than those provided in conjunction with services provided by Think Finance, Inc. or its Affiliates.

(n) Affiliate Transaction. GP Lending shall not obtain any services or incur expenses from any Affiliate other than on an arm's length basis at current market rates.

14. Covenants of GPLS. Until this Agreement shall have terminated:

(a) Notices from Governmental Authority or Threat or Initiation of Litigation or Arbitration. GPLS will deliver to GP Lending, within ten (10) Business Days of the date of receipt, (i) any notice of actual or threatened adverse action issued by any Tribal Agency or Governmental Authority, whether or not such Tribal Agency or Governmental Authority has jurisdiction over GPLS, the Participation Interests or the Participated Loans, (ii) notice of any actual or threatened third party litigation or arbitration with respect to this Agreement or the Participation Interests, and (iii) any customer complaints, provided, however, GPLS may provide aggregate customer complaint information on a monthly basis.

(b) Other Information. GPLS will deliver to GP Lending:

(i) subject to limitations imposed by applicable law, GPLS will deliver to GP Lending promptly after submission to any Governmental Authority, all documents and information furnished to such Governmental Authority in connection with any investigation of GPLS (other than any routine inquiry); and

(ii) such other information, documents and data with respect to GPLS as from time to time may be reasonably requested by GP Lending.

(c) Books and Records; Inspections.

(i) GPLS shall (A) keep adequate books of record and account in which full, true and correct entries are made of all dealings and transactions in relation to its business and activities and (B) permit any representatives designated by GP Lending (including any consultants, accountants, lawyers and appraisers retained by GP Lending) to visit and inspect any of the properties of GPLS, to inspect, copy and take extracts from its and their financial and accounting records, and to discuss its and their affairs, finances and accounts with its and their officers and independent accountants, all upon reasonable prior written notice and at such reasonable times during normal business hours and as often as may reasonably be requested and by this provision GPLS authorizes such accountants to discuss with GP Lending and such representatives the affairs, finances and accounts of GPLS. GPLS acknowledges that GP Lending, after exercising its rights of inspection, may prepare certain reports pertaining to GPLS' assets for internal use by GP Lending.

(ii) Without limiting the foregoing, GP Lending may, at GP Lending's sole cost and expense, make test verifications of the Loans in any manner and through any medium that GP Lending considers advisable, and GPLS shall furnish all such assistance and information as GP Lending may

require in connection therewith.

(d) Compliance with Relevant Laws and Rules. GPLS will comply with all Laws, including all privacy laws, which apply to GPLS' performance obligations under this Agreement.

15. The Master Participation Certificate; Quarterly Attestations. The Master Participation Certificate for the Participation Interests shall be substantially in the form annexed hereto as Exhibit A and shall, on original issue, be executed and delivered by GP Lending, to GPLS upon the payment by GPLS of the purchase price for the initial Purchase made by GPLS hereunder, and shall be executed by GP Lending; thereafter, GP Lending shall deliver to GPLS by no later than the fifth (5th) Business Day of each calendar quarter during the term of this Agreement, commencing with the calendar quarter beginning on January 1, 2016, an updated Master Participation Certificate evidencing all subsequent Purchases made in the preceding calendar quarter.

16. Right of Transfer.

(a) Upon written consent of GP Lending (which consent shall not be unreasonably withheld or delayed), GPLS and any of its Affiliates which make Purchases hereunder may assign the Participation Interests and/or their respective rights under this Agreement to any other entity subject to such assignee agreeing to be bound by the terms set forth in this Agreement, subject to Sections 16(b) and 16(c).

(b) Upon the transfer by GPLS or any of their respective Affiliates of any of the Participation Interests and/or their respective rights under this Agreement pursuant to Section 16(a), GPLS or any of their respective Affiliates which transfer such Participation Interests and/or rights under this Agreement shall have no further obligations hereunder with respect to such Participation Interests or rights. Similarly, after any such assignment, GP Lending will have no right to enforce any provision of this Agreement against GPLS or its Affiliates, as assignors, in regard to the transferred Participation Interests and or rights shall look to the assignee as the counterparty to this Agreement.

(c) GP Lending (the "Registrar") shall maintain at an office located in the United States a copy of the issuance and each assignment of the Participation Interests delivered to the Registrar and a register (the "Register") for the recordation of the names and addresses of the original owners and assignees, and the principal amount of Participation Interests held by the original owner and each assignee thereof from time to time. The Register may be in electronic form. The entries of the Register shall be conclusive, and the Registrar, GPLS and all of its assignees shall treat each Person whose name is recorded in the Register pursuant to these terms as the owners of such principal amount of Participation Interests for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be kept confidential. Any fees and expenses of the Registrar for its services shall be charged to the registered owner of the Participation Interests and not to GP Lending.

17. Termination.

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

(b) Subject to the provisions of Section 20(c), this Agreement may also be terminated upon the occurrence of one or more of the following events, within the time periods set forth below:

(i) If either Party breaches this Agreement including, without limitation, any breach of any representation, warranty or covenant contained herein, the non-breaching Party may immediately terminate this Agreement by providing written notice thereof to the breaching Party if such breaching Party does not cure such breach within thirty (30) calendar days after receipt of the written notice of the breach. Upon such breach by GP Lending and a termination of this Agreement by GPLS, to the extent GPLS is not receiving the funds it is due under Section 5(a) or pursuant to the Monthly Remittance Report, GPLS may pursue self-help remedies, and in such event GP Lending hereby appoints GPLS (its officers, employees or agents) as its true and lawful attorney (and agent in fact) for the sole purpose of enabling GPLS or its agent to assert such rights and collect such monies from Borrowers in the manner set forth herein, such appointment being coupled with an interest is irrevocable so long as any monies are owed to GPLS pursuant to the terms of the Agreement.

(ii) GPLS may terminate this Agreement by giving written notice at least ninety (90) calendar days in advance of termination if GP Lending ceases to fund Loans and GP Lending does not resume funding within such ninety (90) calendar day period. Further, if GP Lending changes the Program in a way that causes a material adverse effect on GPLS then GPLS may terminate this Agreement upon ninety (90) calendar days prior written notice to GP Lending if GP Lending fails to take steps reasonably requested by GPLS to minimize the material adverse effect on GPLS within such ninety (90) calendar day period.

(iii) This Agreement shall automatically terminate simultaneously with the termination of the (A) Servicing Agreement, (B) Marketing Agreement, or (C) License Agreement.

(iv) Either Party may terminate this Agreement at any time upon at least 90 days prior written notice to the other Party. In the event this Agreement terminates pursuant to Paragraph 17(b)(iii), the obligations of GPLS shall continue to remain in place until proper notice under this sub-paragraph is given and the time period set forth above expires.

(v) This Agreement shall terminate upon the occurrence of an Insolvency Event (as defined below) by either Party. It shall constitute an insolvency event ("Insolvency Event") by GP Lending if GP Lending shall file for protection under the laws of the Tribe, or GP Lending fails to pay its obligations as they become due. It shall constitute an Insolvency Event by GPLS hereunder if GPLS shall file for protection under Part V of the Cayman Islands Company Law or similar law, an involuntary petition is filed against GPLS under any such laws and is not dismissed within thirty (30) calendar days of such filing, or a receiver or any Governmental Authority takes control of GPLS.

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

(c) Notwithstanding any other provision of this Agreement, upon any change in Law that has a Material Adverse Effect on the Program, either Party, upon prior written notice, may terminate this Agreement.

(d) In the event of a termination of this Agreement, GP Lending shall continue to service the Loans according to the terms of the Servicing Agreement until all outstanding Loans have been repaid or are charged off in accordance with the GP Lending charge off policy.

18. Effect of Agreement and Relationship of Parties; Integration. This Agreement is not intended to constitute, and shall not be construed to establish, a partnership or joint venture between the Parties. The Parties will have no obligations or responsibilities to each other except as specifically stated herein.

19. Intention of the Parties.

(a) The relationship between the Parties hereunder is not intended to be that of debtor and creditor. This Agreement will not create a joint venture, partnership or other formal business relationship or entity of any kind, or an obligation to form any such relationship or entity.

(b) It is the intention of the Parties that the sale of the Participation Interests pursuant to this Agreement shall be an absolute sale, without recourse, of the Participation Interests (and the Parties agree to treat the transfer of the Participation Interests as an absolute sale rather than a secured financing), which includes interests in the Participated Loans to the extent of the Participation Interests and the GPLS Participation Percentage.

(c) If, notwithstanding the Parties' intent and belief, based on the advice of counsel and their independent analyses, the sale to GPLS of Participation Interests pursuant to this Agreement is held or deemed not to be an absolute sale or is held or deemed to be a pledge of security for a loan, GP Lending and GPLS intend that the rights and obligations of the Parties shall be established pursuant to the terms of this Agreement and that, in such event, GP Lending shall be deemed to have assigned and granted to GPLS a security interest in and, as of the date of this Agreement, does hereby assign and grant to GPLS a security interest in, the Participation Interests, which includes the GPLS Participation Percentage in the Participated Loans and all proceeds thereof (collectively, the "GPLS Collateral"), which assignment and security interest shall be, upon the filing of the appropriate financing statement in the Filing Officers, perfected and of first priority. In such event, with respect to the GPLS Collateral, this Agreement shall constitute, and hereby is, a security agreement under applicable law.

(d) GP Lending hereby authorizes GPLS to file financing statements in form and content reasonably acceptable to GP Lending with the Filing Offices to evidence the sale of the Participation Interests to GPLS hereunder and to perfect the assignments of the Participation Interests to GPLS as a first priority security interest.

(e) GP Lending and GPLS each acknowledge and agree that it is the intention of the Parties that GP Lending is the sole lender of the Participated Loans, and GPLS shall not assert in any forum or for any purpose that it is the lender of the Participated Loans including, without limitation, any litigation, regulatory inquiry or other proceedings of any kind.

(f) In connection herewith the Parties acknowledge, state and affirm that:

(i) GP Lending retains sole and exclusive authority to establish and implement underwriting criteria with respect to the Loans in accordance with the Program Guidelines;

(ii) GP Lending is exclusively identified in all Loan Documents as the sole lender and that no other Person is identified as a lender;

(iii) an officer of GP Lending or his or her designee acting within the boundaries of the Indian Country of the Tribe shall make the final determination as to whether to issue a Loan or refinance any Loan; and

(iv) GPLS shall not directly or indirectly engage in any of the conduct described in Sections 19(f)(i),(ii) or (iii) of this Agreement.

20. Miscellaneous.

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

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

If to GP Lending:
Great Plains Lending, LLC
8151 Highway 177
Red Rock, Oklahoma 74651

with a copy (for informational purposes only) to:

OMDA
423 North Robinson Ave., Suite 500
Oklahoma City, Oklahoma 73102
Facsimile: (405) 235-4702
Attention: Rebecca Bartlett
E-Mail: rbartlett@omdevelopment.org

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

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

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

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

(ii) Either Party may refer a dispute arising under this Agreement to arbitration under the rules of the American Arbitration Association ("AAA"), subject to enforcement or pursuant to review as provided in this Section 20(c) by a federal district court. The remedies available through arbitration are limited to enforcement of the provisions of this Agreement. The Parties consent to the jurisdiction of such arbitration forum and court for such limited purposes and no other, and each waives immunity with respect thereto. One (1) arbitrator shall be chosen by the Parties from a list of qualified arbitrators to be provided by the AAA. If the Parties cannot agree on an arbitrator within ten (10) Business Days, then the arbitrator shall be named by the AAA. The expenses of arbitration shall be borne equally by the Parties. The arbitrator shall apply the substantive laws of the State of Oklahoma as well as the Federal Rules of Civil Procedure;

(iii) The Party asserting breach or seeking an interpretation of this Agreement under this Section 20(c) shall be deemed to have certified that to the best of such Party's knowledge, information, and belief formed after reasonable inquiry, the claim of noncompliance or the request for interpretation of this Agreement is warranted and made in good faith and not for any improper purpose, such as to harass or to cause unnecessary delay or the needless incurring of the cost of resolving the dispute. If the dispute is found to have been initiated in violation of this Section 20(c), then the arbitrator, upon request or upon his or her own initiative, may impose upon the violating Party an appropriate sanction, which may include an award to the other Party of its reasonable expenses incurred in having to participate in the arbitration; and

(iv) Either Party may bring an action in a federal district court for the de novo review of any arbitration award under Section 20(c)(ii). The decision of the federal district court shall be subject to appeal. GP Lending also waives any obligation to participate in or exhaust any tribal court remedies. GP Lending agrees that it shall not initiate any action against GPLS, or its members or affiliates, in any tribal court or tribal forum, and waives to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in the courts referenced above, including any claim that the action has been brought in an inconvenient forum.

(v) To effectuate the provisions in Section 20(c)(iv), GPLS hereby waives any claim of immunity and consents to suit in the United States federal courts for such limited purposes. GP Lending waives any claim of immunity and consents to suit therein for such limited purposes pursuant to section (d) below. The Parties hereby acknowledge that this express waiver extends only to actions brought by GPLS, its successors and assigns (and not any other party) against GPL for claims of any kind arising under this Agreement. Nothing herein shall be construed to authorize a money judgment other than for damages for failure to comply with an arbitration decision requiring the payment of monies.

(d) Limited Waiver of Tribal Sovereign Immunity. GP Lending irrevocably (i) waives any sovereign immunity and any other privilege that may be asserted from its status as an instrumentality or entity of the Tribe and any defenses associated with such immunity or privilege from unconsented

suit, and (ii) consents to any legal proceedings or alternative dispute resolution pursuant to this Agreement and the enforcement and collection of judgment or award, injunction, specific performance or declaratory relief, conditioned only upon following limitations: (a) this waiver is limited to the tribal entity, GP Lending, and does not extend to an action against the tribal government of the Tribe, and shall not be deemed a waiver of the rights, privileges and immunities of the tribal government of the Tribe, and (b) the waiver is limited to actions to (i) interpret or enforce the provisions of this Agreement, and (ii) enforce any agreement, order, judgment or ruling resulting from such an action including, but not limited to, any execution and collection of monetary damages.

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

(f) Complete Agreement; Successors and Assigns. This Agreement constitutes the complete agreement between the Parties with respect to the subject matter hereof and supersedes all existing agreements and all oral, written, or other communications between the Parties concerning its subject matter. The Parties make no representations or warranties to each other, except as specifically set forth in or specified by this Agreement. All prior representations and statements made by any Party or its representatives, whether verbally or in writing, are deemed to have been merged into this Agreement. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns; provided, that GP Lending may not assign any of its rights or obligations hereunder, and any such assignment by GP Lending shall be void *ab initio*. The provisions of this Agreement are applicable to only the Parties. There are no third party beneficiaries under this Agreement.

(g) Waivers and Amendments. No delay on the part of a Party in the exercise of any right, power or remedy shall operate as a waiver thereof, nor shall any single or partial exercise by such Party of any right, power or remedy preclude other or further exercise thereof, or the exercise of any other right, power or remedy. No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by each of the Parties. Each Party may act or refrain from acting under this Agreement with the express written consent or direction of the other Party.

(h) References to Sections and Agreement; Captions. Unless otherwise indicated either expressly or by context, any reference in this Agreement to a "Section" shall be deemed to refer to a Section to this Agreement. All references herein to this Agreement shall, as of any time after the date hereof, be deemed to include all amendments hereto which have been made prior to such time in accordance with Section 20(f). Section captions, headings and titles used in this Agreement are for convenience only, and shall not affect the construction of this Agreement.

(i) Confidentiality. All oral and written information about each of the Parties, their respective businesses and customers, and this Agreement (collectively, the "Records") are valuable and proprietary assets. Each of the Parties (and each of their respective employees and agents) shall treat the Records as strictly confidential and, except as expressly authorized hereunder, will not disclose such Records to any Person (other than its Affiliates and, in the case of GPLS, to proposed transferees of the Participation Interests) or use such Records other than in accordance with this Section 20(i) and the Laws, except that such Records may be disclosed (i) with each Party's consent, (ii) to Related Parties of a Party who are or have been advised of their obligation to keep such information confidential in accordance with this Section 20(i), (iii) to the extent such information presently is or hereafter becomes (A) publicly available other than as a result of a breach of this Section 20(i) or (B) available to such Party or any of their Related Parties, as the case may be, from a source (other than the other Party) not known by them to be subject to disclosure restrictions, (iv) to the extent disclosure is required by applicable law or other legal process or requested or demanded by any Governmental Authority, (v) to current or prospective assignees, special

purpose vehicles (including the investors or prospective investors therein) or participants and to their respective Related Parties (and such Party may disclose information to their respective Related Parties in accordance with clause (ii) above), (vi) to any other Party hereto, (vii) in related marketing and overview materials (which materials shall not be publicly disseminated) and (viii) in connection with the exercise or enforcement of any right or remedy hereunder, in connection with any litigation or other proceeding to which such Party or any of their Related Parties is a party or bound, or to the extent necessary to respond to public statements or disclosures by a Party referring to the other Party or any of its Related Parties. Each Party will use its best efforts to ensure that its employees and agents maintain such confidentiality. Each Party will notify the other Party immediately upon receiving a subpoena or other legal process about such Party's Records and will cooperate with the other Party to comply with or oppose the subpoena or legal process.

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

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

(l) Limitations on Liability/Waiver of Claims. The Parties knowingly, voluntarily and intentionally waive any right to claim for punitive damages in connection with any claim or dispute, action or proceeding against any other Party arising under or in connection with this Agreement, in tort, at law or in equity, or by virtue of any statute or otherwise.

(m) Provision of Information. Until this Agreement shall have terminated, GP Lending shall, to the extent not prohibited by any applicable Requirement, in addition to the foregoing, furnish to GPLS upon reasonable advance request such additional reports or information, including, without limitation, updated financial data or credit reports or information required by any applicable Requirements, and copies of such documents as may be contained in the loan file for each Loan. All such reports, documents or information shall be provided by and in accordance with all reasonable written instructions and directions that GPLS may give.

(n) Survival. Except as otherwise expressly provided herein, the provisions of Sections 1, 2(e), 2(g), 2(k), 5(a), 9, 10, 11, 12, 20 and 21 shall survive any termination or expiration of this Agreement.

(o) Cooperation. Each Party shall cooperate in good faith regarding the implementation of the transactions contemplated by this Agreement.

(p) Partial Redemption. The Parties acknowledge that as of the Effective Date (i) GP Lending redeemed two and one quarter percent (2.25%) of GPLS's Participation Interest in each of the Participated Loans for an aggregate amount equal to $597,195.06 which was paid in full by GP Lending to GPLS; (ii) GPLS continues to hold a ninety six and three quarters percent (96.75%) Participation Interest in each of the Participated Loans; and (iii) each Party has performed their respective obligations under this Agreement and neither Party is in default thereunder. On a monthly basis or as otherwise agreed upon by the Parties, the Parties also acknowledge that GP Lending may also redeem, in the aggregate, an additional sixteen and three quarters percent (16.75%) of GPLS's Participation Interest in each of the Participated Loans at a purchase price equal to such redeemed percentage of the aggregate Book Value with respect to all of the Participated Loans, multiplied by the GPLS Participation Percentage. If GP Lending elects to exercise the right set forth in the preceding sentence, then the Parties shall execute an agreement in substantially the same form as Exhibit D attached hereto with respect to each of such exercises and perform in accordance therewith.

(q) Quarterly Review. On a quarterly basis, the Parties agree to (i) review the performance of the Participated Loans, the Program and the respective terms and conditions of this Agreement and the Servicing Agreement, and (ii) agree upon any mutually acceptable revisions to this Agreement and/or the Servicing Agreement.

21. Indemnification Provisions.

(a) Indemnity.

(i) By GP Lending. GP Lending (the "GP Indemnifying Party") shall indemnify and hold harmless GPLS, its Affiliates and their respective members, managers, officers, directors, trustees, agents and employees (collectively, "GPLS Indemnified Parties"), from and against any claims, loss, cost, liability, damage or expense (including, without limitation, reasonable attorney's fees and costs of suits) that arise out of or relate to (A) any breach by the GP Indemnifying Party of its express representations, warranties, covenants or other responsibilities set forth in this Agreement or (B) any willful misconduct or gross negligence by the GP Indemnifying Party or any of its officers, directors, agents, employees, representatives or assignees with respect to the Participation Interests. The GP Indemnifying Party shall not be liable to any GPLS Indemnified Party for the foregoing to the extent the Losses arise from any such GPLS Indemnified Party's gross negligence or willful misconduct, as determined by final non-appealable order of a court of competent jurisdiction.

(ii) By GPLS. GPLS ("GPLS Indemnifying Party" and, together with the GP Indemnifying Party, the "Indemnifying Parties" and each, individually, an "Indemnifying Party") shall indemnify and hold harmless GP Lending, its Affiliates and its members, managers, officers, directors, agents and employees (collectively, "GP Indemnified Parties" and, together with the GPLS Indemnified Parties, the "Indemnified Parties" and each, individually, an "Indemnified Party"), from and against any claims, loss, cost, liability, damage or expense (including, without limitation, reasonable attorney's fees and costs of suits) that arise out of or relate to (A) any breach by such GPLS Indemnifying Party of its express representations, warranties, covenants or other responsibilities set forth in this Agreement or (B) any willful misconduct or gross negligence by any GPLS Indemnifying Party or any of its respective officers, directors, agents, employees, representatives or assignees with respect to the Participation Interests. GPLS Indemnifying Parties shall not be liable to any GP Indemnified Party for the foregoing to the extent the Losses arise from any such Indemnified Party's gross negligence or willful misconduct, as determined by final non-appealable order of a court of competent jurisdiction.

(iii) Limitations on GP Lending's Indemnification Obligations. GPLS acknowledges that it has purchased the Participation Interests "AS IS," without reliance on any representations or warranties of GP Lending except as expressly provided herein, and that the Purchase Price reflects such fact. As a result, GPLS agrees that in no event shall GP Lending be liable for any damages or claims for lost profits or consequential, incidental, indirect or punitive damages of GPLS, GPLS' Affiliates or any purchaser or assignee of the Participation Interests, whether or not GP Lending has notice of the same. GPLS also agrees that no subsequent purchaser or assignee of the Participation Interests shall have a direct cause of action against, or right of indemnification from, GP Lending and that all purchase agreements with such Persons shall so provide.

(b) Indemnification Procedure. Whenever any claim of the type which would occasion indemnification under this Section 21 is asserted or threatened by any Indemnified Party against any Indemnifying Party, the Indemnified Party shall promptly notify such Indemnifying Party of such claim. The notice shall include, if known, the facts constituting the basis for such claim, including, if known, the amount or an estimate of the amount of the liability arising therefrom. In the event of any claim for indemnification hereunder resulting from or in connection with the claim or legal proceedings of a claimant not a Party to this Agreement, the Indemnifying Party shall have the right, at its option, at its expense and with its own counsel which counsel shall be reasonably satisfactory to the Indemnified Party to assume the defense of any such claim or any litigation resulting from such claim or to participate with its own counsel which counsel shall be reasonably satisfactory to the Indemnified Party in the compromise or defense thereof. If the Indemnifying Party undertakes to assume the defense of any such claim or litigation or participate in the compromise thereof, it shall promptly notify the Indemnified Party of its intention to do so, and, as a condition to the Indemnifying Party's indemnification obligation, the Indemnified Party shall cooperate reasonably with the Indemnifying Party and its counsel (but at the sole expense of the Indemnifying Party) in the defense against or compromise of any such claim or litigation. Anything in this Section 21(b) to the contrary notwithstanding, no Indemnified Party shall compromise or settle any such claim or litigation without the prior written consent of the applicable Indemnifying Party, which consent will not be unreasonably withheld; provided, however, that if the Indemnified Party shall have any potential liability with respect to, or may be adversely affected by, such claim or litigation, the Indemnifying Party shall not settle or compromise such claim or litigation without the prior written consent of the Indemnified Party.

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

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties, each intending to be legally bound hereby, have caused this Participation Agreement to be executed by its duly authorized officer as of the Effective Date.

Great Plains Lending, LLC

By: _____

Name: Ted Grant

Its: President

CPL Servicing LLC

By: _____

Name: Scott R. Zemnick

Its: Authorized Signatory

EXHIBITS

Exhibit A:	Master Participation Certificate
Exhibit B:	Participation Fee
Exhibit C:	Program Guidelines
Exhibit D:	Letter Agreement

Exhibit A

Master Participation Certificate

THE PARTICIPATION INTERESTS REPRESENTED BY THIS CERTIFICATE HAVE BEEN ACQUIRED FOR INVESTMENT AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933 OR THE SECURITIES LAWS OF ANY STATE. THESE PARTICIPATION INTERESTS MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF SUCH REGISTRATION OR AN EXEMPTION THEREFROM UNDER SUCH ACT AND APPLICABLE STATE SECURITIES LAW.

THE TRANSFER AND SALE OF THIS CERTIFICATE AND THE PARTICIPATION INTERESTS IT REPRESENTS ARE RESTRICTED AND MAY NOT BE ACCOMPLISHED EXCEPT IN ACCORDANCE WITH THE PARTICIPATION AGREEMENT (GREAT PLAINS LENDING) ENTERED INTO WITH GREAT PLAINS LENDING, LLC, A BUSINESS ENTITY DULY ORGANIZED UNDER AND RECOGNIZED BY THE LAWS OF THE OTOE-MISSOURIA TRIBE OF INDIANS, AND ANY AMENDMENTS THERETO, A COPY OF WHICH MAY BE INSPECTED AT THE PRINCIPAL OFFICE OF THE FUND.

GPL Servicing Ltd.

c/o Victory Park Capital Advisors, LLC

227 W. Monroe Street, Suite 3900

Chicago, Illinois 60606

Re: Participation Interest

Ladies and Gentleman:

Pursuant to and subject to the terms and conditions of that certain Participation Agreement (Great Plains Lending) by and between you and the undersigned dated as of May ___, 2011, as from time to time amended ("Participation Agreement"), we acknowledge receipt of the sum of $_____ and acknowledge your Participation Interest of __% (the "Participation Percentage") in the Participated Loans. Capitalized terms shall have the same meaning as defined in the Participation Agreement.

The Participation Interest is a registered obligation, transferable only upon notation in the Register, and no assignment hereof shall be effective until recorded therein.

GREAT PLAINS LENDING, LLC

By:_____

Name: _____

Title:_____

Exhibit B

Participation Fee

Aggregate Loan balance at end of prior month*	Percent of Net Cash Revenue received by GP Lending during the current month to be paid by GPLS to GP Lending**
$0-$10,000,000	14%
$10,000,001-$20,000,000	13.5%
$20,000,001 - $30,000,000	13.0%
$30,000,001 - $40,000,000	12.5%
$40,000,001 - $50,000,000	12.0%
$50,000,001 - $60,000,000	11.0%
$60,000,001-$70,000,000	10.5%
>$70,000,000	10.0%

* Loan balances will be determined monthly as the aggregate principal loan balances less than 60 days past due for the loan portfolio originated by GP Lending.

**The Participation Fee shall consist of the amount(s) arising above multiplied by the GPLS Participation Percentage.

Exhibit C

Program Guidelines

Loan Amount: The original principal balance shall be not less than $100 and not more than $3,000.

Annual Percentage Rate: The annual percentage rate shall be not less than 179% and not more than 448%.

Loan Term: The loan term shall be not less than four months and not more than 19 months.

Exhibit D

Letter Agreement

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

[Date]

GPL Servicing Ltd.
c/o Katten Muchin Rosenman LLP
525 West Monroe Street
Chicago, Illinois 60661
Telephone: (312) 902-5297 and (312) 902-5495
Facsimile: (312) 902-1061
Attention: Mark R. Grossmann, Esq. and Scott E. Lyons, Esq.

Re: Participation Agreement dated as of May 25, 2011 between Great Plains Lending, LLC ("GP Lending") and GPL Servicing Ltd. ("GPLS") ("Participation Agreement")

Dear Gentlemen:

As set forth below, GP Lending would like (i) to redeem a portion of the outstanding Participation Interests, as such term is defined in the Participation Agreement, and (ii) to amend the Participation Agreement, in each case, as follows:

1. Redemption of Participation Interests. As of the date hereof pursuant to this letter agreement, (i) GP Lending hereby redeems from GPLS an undivided _____ percent (____%) portion of the Participation Interests held by GPLS as of the date hereof, and (ii) as consideration therefor, GP Lending shall pay GPLS an amount equal to _____ percent (____%) of the aggregate Book Value with respect to all of the Participated Loans, as such terms are defined in the Participation Agreement, in respect of such Participation Interests (which amount equals $_____ as of the date hereof).

2. GPLS Participation Percentage. Following the redemption described in Paragraph 1 above and notwithstanding any terms to the contrary in the Participation Agreement, the "GPLS Participation Percentage" as referred to in the Participation Agreement, shall mean _____(___%).

3. Post-Redemption Purchases. Following the redemption described in Paragraph 1 above and notwithstanding any terms to the contrary in the Participation Agreement, GPLS or one or more of its Affiliates, as such term is defined in the Participation Agreement, shall have the non-exclusive right, but not the obligation, to purchase up to an undivided _____(___%) participation interest in the Loans.

4. GP Lending Participation Percentage. Following the redemption described in Paragraph 1 above and notwithstanding any terms to the contrary in the Participation Agreement, the "GP Lending Participation Percentage" as referred to in the Participation Agreement, shall mean _____(___%).

5. GP Lending Retained Interest. Following the redemption described in Paragraph 1 above and notwithstanding any terms to the contrary in the Participation Agreement, GP Lending's ownership in the Participated Loans shall continue to be subject to the participation interests of GPLS arising under the Participation Agreement and as expressed by the GPLS Participation Percentage.

6. Investment Representation. GP Lending hereby represents and warrants to GPLS that: (i) the redemption of Participation Interests hereunder is a legal investment for GP Lending under applicable laws; (ii) GP Lending has redeemed and is redeeming the Participation Interests hereunder for its own account and not with a view to the sale, transfer or other distribution thereof; (iii) GP Lending realizes that the Participation Interests hereunder are not registered under any securities laws; (iv) GP Lending understands that its redemption of Participation Interests hereunder involves a high degree of risk; (v) GP Lending has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of the redemption of Participation Interests hereunder; (vi) GP Lending can afford a complete loss of the sums advanced and to be advanced hereunder; (vii) GP Lending acknowledges that it has been offered an opportunity to ask questions of and receive answers from officers of GPLS concerning all material aspects of this letter agreement, the Participation Interests hereunder and the corresponding Participated Loans, and that any request for such information has been fully complied with to the extent GPLS possesses such information or can acquire it without unreasonable effort or expense; and (viii) GP Lending recognizes that no governmental agency has passed upon the Participation Interests hereunder, the corresponding Participated Loans or this letter agreement or made any finding or determination as to their fairness.

7. GP Lending Accepts As-Is Condition. EXECUTION OF THIS AGREEMENT SHALL CONSTITUTE AN ACKNOWLEDGEMENT BY GP LENDING THAT THE REDEMPTION OF THE PARTICIPATION INTERESTS HEREUNDER WAS ACCEPTED WITHOUT REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, OR OTHERWISE IN AN "AS-IS", "WITH ALL FAULTS" CONDITION BASED SOLELY ON GP LENDING'S OWN INSPECTION. GP LENDING acknowledges and agrees that GPLS has not represented, warranted or covenanted and does not represent, warrant or covenant as to the nature, accuracy, completeness, enforceability or validity of any of the Participation Interests redeemed hereunder, the corresponding Participated Loans or the corresponding Loan Documents, as such terms are defined in the Participation Agreement. All documentation, information, analysis and/or correspondence, if any, which is or may be sold, transferred, assigned or conveyed to GP Lending with respect to any and all Participation Interests hereunder, the corresponding Participated Loans or the corresponding Loan Documents are done so on an "as-is" basis with all faults.

8. Due Authorization; Enforceability. GPLS represents and warrants to GP Lending, and GP Lending represents and warrants to GPLS that: (i) it has the full power and authority to execute and deliver this letter agreement and to perform all its obligations hereunder; (ii) the execution, delivery and performance of this letter agreement have been duly authorized by all action, corporate or otherwise, and do not and will not violate any provision of its organizational documents or any contractual obligations or requirement of law binding on it; and (iii) this letter agreement has been duly executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

9. Full Force and Effect. Except as expressly modified by this letter agreement, all of the terms and conditions included in the Participation Agreement shall remain in full force and effect.

[Remainder of page intentionally left blank]

If you agree with these terms, then please execute this letter agreement in the space provided below and return an executed original to me.

Thanks for your cooperation.

Very truly yours,

GP Lending, LLC

By: _____

Name: _____

Title: _____

Date: _____

Acknowledged and Agreed By:

GPL Servicing Ltd.

By: GPL Servicing Agent, LLC
Its: Sole Director

By: _____
Name: Scott R. Zemnick
Title: Authorized Signatory

SJC1215145D

Exhibit 8

LOAN AND SECURITY AGREEMENT

This LOAN AND SECURITY AGREEMENT (this "Agreement"), entered into as of November __, 2012, between RED ROCK TRIBAL LENDING, LLC, a limited liability company (the "Borrower") formed under the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians (the "Tribe"), with its chief executive office located at E23968 Pow Wow Trail, P.O. Box 249, Watersmeet, Michigan 49969, and ALPHA CREDIT RESOURCES LLC, a Delaware limited liability company (together with its successors or assigns, herein "Lender", with an address of 152 West 57th Street, 54th Floor, New York, New York 10019.

FOR VALUE RECEIVED, and in consideration of the granting by Lender of financial accommodations to or for the benefit of Borrower, including without limitation respecting the Obligations (as hereinafter defined), Borrower represents and agrees with Lender, as of the date hereof and as of the date of each loan, credit and/or other financial accommodation, as follows:

1. THE LOAN

1.1 Loan. Subject to the terms and conditions of this Agreement, Lender hereby agrees to make a loan to or for the benefit of Borrower, on and after the date hereof, in one or more advances of principal hereunder in the aggregate amount of $10,000,000 (each, an "Advance"). All principal advanced hereunder is hereinafter referred to collectively as the "Loan". The Loan shall be evidenced by that certain Promissory Note, dated as of the date hereof (the "Note") given by Borrower to the order of Lender, in the face amount of US$10,000,000. This Agreement, the Note, and any and all other documents, amendments or renewals executed and delivered in connection with any of the foregoing, including any guaranties of any obligation of Borrower are collectively hereinafter referred to as the "Loan Documents".

1.2 Credit Account. An account shall be opened on the books of Lender which shall be designated on Lender's books and records as Borrower's "Credit Account" in which account a record will be kept of the Loan, all Advances hereunder, and all payments thereon and other appropriate debits and credits as provided by this Agreement.

1.3 Interest; Maturity. Interest respecting the outstanding principal balance of the Loan will be charged to Borrower from time to time outstanding at the rate specified in the Note in accordance with the terms of the Note or as otherwise set forth in this Agreement. Interest on the Loan will be based on the actual number of days elapsed in a given calendar month and an assumed 360-day year. All outstanding principal and accrued and unpaid interest thereon shall be due and payable on the Maturity Date (as hereinafter defined).

1.4 Advances, Payments, and Prepayments.

(a) For purposes of this Agreement, the "Advance Conditions" shall mean each of the following:

(i) each of the representations, warranties, and covenants contained herein shall be true and correct in all respects;

(ii) Borrower shall have delivered to Lender all UCC-1 and other financing statements in favor of Lender pursuant to this Agreement, which shall be in a recordable form satisfactory to Lender, in its sole and absolute discretion, and Lender shall have received evidence satisfactory to it that, upon the filing and recording of such financing statements, Lender shall have a valid and perfected first priority security interest in the Collateral;

(iii) Lender shall have received, in form and substance satisfactory to it, all releases, terminations and such other documents as it may request to evidence and effectuate the termination by any other lender (other than a holder of a Permitted Lien (as hereinafter defined)) of its respective financing arrangements with Borrower and the termination and release by such lender of any interest in and to any assets and properties of Borrower, duly authorized, executed and delivered by such lender, including, without limitation, (i) UCC termination statements for all UCC financing statements previously filed by it or its predecessors, as secured party, and Borrower or any of its affiliates, as debtor and (ii) satisfactions and discharges of any mortgages, deeds of trust or deeds to secure debt by Borrower or any of its affiliates in favor of any such lender, in form acceptable for recording with the appropriate governmental authority; and

(iv) Borrower shall have submitted to Lender a request for Advance in the form attached hereto as Exhibit 1.4(a)(iv).

(b) On the date hereof, subject to the satisfaction or waiver by Lender of the Advance Conditions, Lender shall make an aggregate Advance of principal to Borrower in the amount of $500,000.00. From and after the date hereof, Borrower may request additional Advances by submitting to Lender a request for Advance in the form attached hereto as Exhibit 1.4(a)(iv). No Advance may be requested by Borrower on or after the date which is twelve (12) months from the date of this Agreement.

(c) For purposes of this Agreement, a "Payment Date" shall mean the first Business Day of each calendar month during the term of the Loan. On each of the first eighteen (18) Payment Dates subsequent to the date hereof, Borrower shall make a payment of interest only on the outstanding principal balance of the Loan, in arrears. Commencing on the nineteenth (19th) Payment Date subsequent to the date hereof, through and including the Payment Date immediately preceding the Maturity Date, Borrower shall make (i) a payment of interest (in arrears) on the outstanding principal balance of the Loan, and (ii) a payment of principal equal to one-eighteenth (1/18th) of the principal balance of the Loan outstanding on and as of the nineteenth (19th) Payment Date subsequent to the date hereof.

(d) Except as otherwise expressly provided herein, the Loan may not be prepaid, in whole or in part, prior to the Maturity Date. The entire outstanding principal balance of the Loan, together with all accrued and unpaid interest thereon, shall be due and payable on November __, 2015 (the "Maturity Date").

(e) In the event that Borrower wishes to prepay any portion of the principal balance of the Loan, Borrower shall give Lender not less than ten (10) days written notice of such prepayment, which notice shall specify the amount being prepaid. Except for any prepayment required or otherwise permitted under Section 6.4(c)(iii), hereof, any prepayment of principal hereunder shall be accompanied by a payment of interest on such principal amount (at the applicable rate provided for in the Note) which would, but for such prepayment, have accrued on such principal amount through the earliest date on which such principal would otherwise have been required to be paid pursuance to Section 1.4(c), above.

(f) Lender hereby covenants and agrees that an amount equal to $2,500,000.00 is committed to Borrower under the Loan. Subsequent to the first Advance hereunder, Borrower may from time to time request that Lender make one or more further Advances under the Loan by submitting a Request for Advance, and upon receipt of such request, and upon the satisfaction of the Advance Conditions, Lender shall make such an Advance to Borrower, provided, however, that from and after the date on which Lender has made Advances under the Loan of, in the aggregate, not less than $2,500,000.00, any subsequent Advance under the Loan, to the extent (but only to the extent) that such Advance would cause the aggregate amount of Advances made at any time by Lender under the Loan (without giving effect to any prepayment or repayment of principal from time to time) to exceed $2,500,000.00, shall be in the sole and absolute discretion of Lender (i.e., if a requested Advance would cause the aggregate amount of Advances made under the Loan (without giving effect to any prepayment or repayment of principal from time to time) to equal $2,600,000.00, then only the last $100,000.00 of such requested Advance shall be in Lender's sole and absolute discretion), notwithstanding the satisfaction of the Advance Conditions or the submission of a Request for Advance.

1.5 Advances in Lender's Sole Discretion; Limitation on Liability. Each Advance shall, subject to Section 1.4(f) hereof, be in Lender's sole and absolute discretion. Lender's failure in its sole and absolute discretion to make any Advance hereunder shall not impact the repayment of any Advance previously made, which shall be in all instances in accordance with the terms and provisions of this Agreement. It is the intention of the parties hereto that, other than as set forth in Section 1.4(f), the credit facility evidenced hereby and by the Loan Documents shall be entirely discretionary. Borrower hereby acknowledges and agrees that the decision to loan funds under the credit facility evidenced by this Agreement, specifically including any Advance made or to be made hereunder (other than as set forth in Section 1.4(f)), are entirely within the sole and absolute discretion of Lender. Borrower, for itself and on behalf of its past, present and future representatives, partners, operators, members, shareholders, officers, directors, agents, employees, servants, affiliates, related companies, successors and assigns, hereby releases and forever discharges Lender from and against any and all liability, claims, causes of action, losses, costs, and damages (of whatever kind and nature, whether direct or indirect, foreseeable or unforeseeable, in law or in equity, whether known or unknown, whether or not concealed or hidden, or otherwise) that Borrower (or any representative, partner, operator, member, shareholder, officer, director, agent, employee, servant, affiliate, related company, successor or assign of Borrower) may have had, may now have or may incur arising out of or in any way connected to (i) Lender's decision not to make any Advance or otherwise loan funds under the credit facility evidenced by this Agreement in its sole and absolute discretion or (ii) any other

permissible discretionary action or inaction taken or not taken by Lender in compliance with the terms of this Agreement. The terms and provisions of this Section 1.5 shall survive the termination of this Agreement and the repayment in full of the Loan.

1.6 Monthly Statement. At the option of Lender, at the end of each month, Lender will render to Borrower a statement of the Credit Account, showing all applicable credits and debits. Each statement shall be for informational purposes only and shall not be deemed binding on Lender or Borrower.

1.7 Conduct of Business. Borrower is (and throughout the term of the Loan shall be) engaged solely in the business of, directly or indirectly, owning, purchasing, marketing, originating, and servicing unsecured, term loans (each, a "Consumer Loan") to consumers (each, a "Consumer") (the foregoing, herein the "Business"), and Borrower shall not conduct any business activities unrelated to the Business. Each Consumer Loan is evidenced by form documents substantially in the form attached hereto as Schedule 1.7, or on such form or forms as may be approved by Lender in its sole discretion. All documents evidencing or otherwise executed by a Consumer in connection with a Consumer Loan (the "Consumer Loan Documents") are and shall be, in their original form, electronic documents fully compliant with all federal and Tribal laws as may be applicable to such documents.

1.8 Collateral Account.

(a) Reference is hereby made to that certain Deposit Account Control Agreement (the "DACA"), dated November __, 2012, by and among Borrower, Lender, and Chippewa Valley Bank (the "Account Bank"). Pursuant to the DACA, the Account Bank has acknowledged Lender's security interest (as agent for Lender) in all funds or sums of money on deposit from time to time in the "Collateral Account" (as defined in the DACA and herein so-called).

(b) Borrower has established with the Account Bank the Collateral Account. Other than (i) an account established to maintain the "Regulatory and Litigation Reserve Fund" pursuant to Section 4.4 of that certain Servicing Agreement dated October 25, 2011, as amended (the "Servicing Agreement"), by and between Borrower and SourcePoint VI, LLC, a U.S. Virgin Islands limited liability company (the "Sponsor"), and (ii) an account established to deposit "Tribal Net Profits" payable to the Borrower pursuant to Section 6.4.1 of the Servicing Agreement, Borrower has no other deposit account.

(c) In order to further secure the performance by Borrower of its obligations hereunder and under the Note, Borrower hereby acknowledges and confirms that: (i) the Account Bank has acknowledged the security interest of Lender in the Collateral Account, and all funds, checks, drafts, certificates, instruments and other investments or deposits therein and all other financial assets credited thereto shall constitute collateral to secure the payment of the Loan; (ii) absent an Event of Default hereunder, Borrower shall have the right (which right shall be delegated to Sponsor in accordance with the Servicing Agreement, who shall have sole signatory on behalf of Borrower with respect to the Collateral Account) to make deposits into, withdrawals from and otherwise control the Collateral Account; and (iii) to the extent it contains any Financial Assets (as that term is defined in Section 2.2(b)

herein), such Financial Assets shall be maintained as Investment Property (as that term is defined in Section 2.2(c) herein).

(d) Deposits into the Collateral Account. Each Advance shall be deposited by Lender into the Collateral Account. Borrower shall irrevocably instruct LST Financial, Inc. (or any such other automated clearinghouse service provider engaged by Borrower from time to time, herein the "ACH Provider") to direct all sums payable or otherwise due and owing to Borrower pursuant to that certain Master Application and Agreement Number 1000008670111108 (or other similar agreement governing Borrower's automated clearinghouse activities, collectively, the "ACH Agreement") between Borrower and ACH Provider to the Collateral Account, without such payments at any time being under the control of Borrower or any of its agents or employees. Borrower represents, warrants and covenants that it shall, upon the request of Lender, deliver Lender such evidence as Lender may reasonably require to evidence the fact that the ACH Provider has been instructed by Borrower to remit such payments directly to the Collateral Account. Borrower shall not amend, revoke or alter such instructions in any way which would interfere with payments by Consumers being transmitted directly into the Collateral Account. Without limiting the foregoing, within four (4) Business Days after receipt of any electronic payments or within seven (7) days after receipt of any personal checks or money orders by Borrower or any agent or Person acting on behalf of Borrower, Borrower or such agent shall directly deposit (or cause to be deposited) all such payments received by Borrower or such agent from any Consumer into the Collateral Account. If Borrower or any such agent does receive any such payments from any Consumer, then Borrower and such agent agree not to commingle any such payments with other funds of Borrower, and Borrower and such agent agree that it is holding such payments in an express trust for the benefit of Lender until such payments are deposited into the Collateral Account.

(e) Disbursements from the Collateral Account. So long as no Balancing Default (as hereinafter defined) or Event of Default has occurred, sums on deposit from time to time in the Collateral Account shall be disbursed by Sponsor (on behalf of Borrower) in the following order of priority:

(i) *First*, to the entities identified in Section 6.4.1 of the Servicing Agreement, in payment of the Tribal Net Profits to which they are entitled;

(ii) *Second*, to Sponsor in reimbursement of any and all amounts previously paid by Sponsor on Borrower's behalf to third parties to cover any Servicing Expenses (as defined in the Servicing Agreement) or other reasonable expenses incurred to operate the Business;

(iii) *Third*, to third parties and Sponsor in payment of any and all Servicing Expenses then due and owing; provided, however, that the only Servicing Expenses payable to Sponsor under this Section 1.8(e)(iii) shall be those attributable to the provision of call center services;

(iv) *Fourth*, to fund the Litigation Reserve Fund pursuant to Section 4.6 of the Servicing Agreement;

(v) *Fifth*, to Lender, in repayment of any sums, other than principal or interest, due and owing to Lender under the Loan;

(vi) *Sixth*, to Lender, in repayment of accrued and unpaid interest owed under the Loan;

(vii) *Seventh*, to Lender, in repayment of principal to the extent due under the Loan; and

(viii) *Thereafter*, to the extent not already paid pursuant to the foregoing waterfall provisions, in accordance with the terms of Section 6 of the Servicing Agreement.

1.9 Rebalancing. In the event that, at any time and from time to time, the sum of (a) cash on deposit in the Collateral Account, plus (b) eighty-three percent (83%) of the then-outstanding principal balance of all Eligible Consumer Loans (as hereinafter defined) (the sum of which is referred to as the "Threshold Amount"), is less than the then-outstanding principal balance of the Loan (such circumstance, herein a "Balancing Default"), then in each such event Borrower, Sponsor or an affiliate of Sponsor shall deposit an amount into the Collateral Account sufficient to cure the Balancing Default. Any failure to cure a Balancing Default as aforesaid within five (5) days following notice from Lender to Borrower that a Balancing Default exists, which notice may be made via telephone, electronic mail, facsimile or overnight delivery, shall constitute an Event of Default hereunder.

1.10 For purposes of this Agreement, the term "Eligible Consumer Loans" shall mean any Consumer Loan:

(a) that is evidenced by the form documents substantially in the form attached hereto as Schedule 1.7; and

(b) which the first regularly scheduled payment thereunder (including, without limitation, if such payment is a payment of accrued interest only) has been made by the applicable Consumer; and

(c) that has not been charged-off or written-down by Borrower in the ordinary course of its business in accordance with Borrower's internal credit policies existing on the date hereof or as modified with the prior consent of Lender; and

(d) under which the applicable Consumer has not instituted or become subject to any bankruptcy or insolvency proceeding and has not admitted its inability to pay its debts when they come due; and

(e) for which the applicable Consumer has not challenged the validity, in whole or in part, of its Consumer Loan with Borrower; and

(f) which has not been found to be fraudulent in any respect; and

(g) which does not represent, for any state of the United States, a concentration of Consumer Loans issued to Consumers in such state the aggregate outstanding principal balances of which exceed an amount equal to twenty percent (20%) of the outstanding principal balance of the Loan; and

(h) was issued to the Consumer directly by Borrower.

2. GRANT OF SECURITY INTEREST

2.1 Grant of Security Interest. In consideration of Lender's extending credit and other financial accommodations to or for the benefit of Borrower, Borrower hereby grants to Lender a security interest in, a lien on and pledge and assignment of the Collateral (as hereinafter defined), including, without limitation, all claims against third parties (including Consumers) arising out of or related to the Collateral. The security interest granted by this Agreement is given to and shall be held by Lender as security for the payment and performance of all Obligations (as hereinafter defined), including, without limitation, all amounts outstanding pursuant to the Loan Documents.

2.2 Definitions. The following definitions shall apply:

(a) "Collateral" shall mean all of Borrower's present and future right, title and interest in, to and under the following described property (unless otherwise defined herein, each capitalized term used herein shall have the meaning given to it in the NYUCC (as hereinafter defined)):

(i) all now existing and hereafter acquired or arising Accounts, Goods, General Intangibles, Payment Intangibles, Financial Assets, Deposit Accounts (including, without limitation, the Collateral Account), Chattel Paper (including, without limitation, Electronic Chattel Paper), Documents, Instruments, Software, Investment Property, Letters of Credit, Letter-of-Credit Rights, Commercial Tort Claims, money, Equipment, Inventory, Fixtures, and Supporting Obligations, together with all products of and Accessions to any of the foregoing and all Proceeds of any of the foregoing (including without limitation all insurance policies and proceeds thereof);

(ii) to the extent, if any, not included in clause (i) above, each and every other item of personal property and fixtures, whether now existing or hereafter arising or acquired, including, without limitation, all licenses (but excluding the Consumer Loan License), contracts and agreements, and all collateral for the payment or performance of any contract or agreement, together with all products and Proceeds (including all insurance policies and proceeds) of any Accessions to any of the foregoing; and

(iii) all present and future business records and information relating to any of the foregoing, including computer tapes and other storage media containing the same and computer programs and software (including without limitation, source code, object code and related manuals and documentation and all licenses to use such software) for accessing and manipulating such information.

(b) "Financial Assets" shall mean any security for an obligation of a person or a share participation or other interest in a person or in property or an enterprise of a person which is, or is of a type, dealt in or traded on financial markets, or which is recognized in any area which it is issued or dealt in as a medium for investment, or any property that is held by a securities intermediary for another person in Investment Property if the securities intermediary has expressly agreed with the other person that the property is to be treated as a financial asset.

(c) "Investment Property" means a security, whether certificated or uncertificated, security entitlement, securities account, contract, or commodity account.

(d) "Material Adverse Effect" shall mean, with respect to any Person, any event, occurrence, development, fact, condition or change that individually or in the aggregate is or would be reasonably likely to be materially adverse to the operations or financial performance of such Person; *provided*, *however*, that "Material Adverse Effect" shall not include any event, occurrence, development, fact, condition or change arising out of or attributable to: (i) any changes, conditions or effects in the United States or foreign economies or securities or financial markets in general; (ii) changes, conditions or effects that affect the industry in which the Person operates as a whole; (iii) any change, effect or circumstance resulting from an action required by this Agreement; (iv) the effect of any changes in applicable laws or accounting rules; (v) a Federal Regulatory Event (as defined in Section 6.4(a)(iii)); (vi) an Adverse Banking Event (as defined in Section 6.4(a)(i)); or (vii) conditions caused by acts of terrorism or war (whether or not declared) or any natural or man-made disaster or other acts of God.

(e) "Obligation(s)" shall mean, without limitation, all loans, advances, indebtedness, notes, liabilities and amounts, liquidated or unliquidated, owing by Borrower to Lender at any time, of each and every kind, nature and description, whether arising under this Agreement or otherwise, and whether secured or unsecured, direct or indirect (that is, whether the same are due directly by Borrower to Lender; or are due indirectly by Borrower to Lender as endorser, guarantor or other surety, or as borrower of obligations due third persons which have been endorsed or assigned to Lender, or otherwise), absolute or contingent, due or to become due, now existing or hereafter arising or contracted, including, without limitation, payment when due of all amounts outstanding respecting any of the Loan Documents. Said term shall also include all interest and other charges chargeable to Borrower or due from Borrower to Lender from time to time and all fees, costs and expenses referred to in this Agreement.

(f) "Person" or "party" shall mean individuals, partnerships, corporations, limited liability companies and all other entities.

(g) "NYUCC" shall mean the Uniform Commercial Code in effect in the State of New York from time to time.

All words and terms used in this Agreement other than those specifically defined herein shall have the meanings accorded to them in the NYUCC, and if not defined therein, to it's normal

and customary use with the industry. Definitions referenced or used herein are for interpretation of this Agreement and the Loan Documents only.

2.3 Ordinary Course of Business. Lender hereby authorizes and permits Borrower to receive from the Consumers all amounts due as proceeds of the Collateral at Borrower's own cost and expense, and also liability, if any; and Lender may, following an Event of Default which has not been cured or waived by Lender or on the Maturity Date, terminate all or any part of the authority and permission herein or elsewhere in this Agreement granted to Borrower with reference to the Collateral. All proceeds of and collections of Collateral shall first be retained by Borrower and used for purposes of satisfying the requirements of Section 1.9 hereof, and thereafter may be utilized by Borrower for any lawful purpose to the extent not prohibited by the terms of this Agreement or any other Loan Document. From and after an Event of Default which has not been cured or waived by Lender, all proceeds of and collections of the Collateral shall be held in trust by Borrower for Lender and shall not be commingled with Borrower's other funds or deposited in any bank account of Borrower other than the Collateral Account; and, from and after an Event of Default which has not been cured or waived by Lender, Borrower agrees to deliver to Lender on the dates of receipt thereof by Borrower, duly endorsed to Lender or to bearer, or assigned to Lender, as may be appropriate, all proceeds of the Collateral in the identical form received by Borrower.

2.4 Allowances. Borrower may grant such allowances or other adjustments to Consumers (exclusive of extending the time for payment of or forgiving any item which, during an Event of Default, shall not be done without first obtaining Lender's written consent in each instance) as Borrower may reasonably deem to accord with sound business practice and its ordinary course of business dealings, in each case subject to the terms, provisions, and covenants contained herein.

2.5 Records. Borrower shall deliver to Lender from time to time promptly at its request all invoices, original documents of title, contracts, chattel paper, instruments and any other writings relating thereto, and other evidence of performance of contracts, or evidence of the rendering of services; and Borrower will deliver to Lender promptly at Lender's request from time to time additional copies of any or all of such papers or writings, and such other information with respect to any of the Collateral and such schedules of accounts and such other writings as Lender may in its sole discretion deem to be necessary or effectual to evidence any loan hereunder or Lender's security interest in the Collateral.

2.6 Legends. Borrower shall promptly make, stamp or record such entries or legends on Borrower's books and records or on any of the Collateral (including, without limitation, chattel paper or electronic chattel paper) as Lender shall request from time to time, to indicate and disclose that Lender has a security interest in such Collateral. Such books and records may be maintained in electronic form (provided that any Consumer Loan shall be evidenced by electronic records which at all times comply with the requirements of all applicable federal and Tribal laws) and the entries or legends indicating or disclosing Lender's security interest shall be made electronically on any such electronic records.

2.7 Search Reports. Lender shall receive prior to the date of this Agreement search results under all names used by Borrower and any guarantor during the prior five (5) years, from the jurisdiction of Borrower's formation and/or chief executive office and/or address of primary

residence. The search results shall confirm that the security interest in the Collateral granted Lender hereunder is prior to all other security interests in favor of any other Person, subject only to Permitted Liens.

3. REPRESENTATIONS AND WARRANTIES

Borrower represents and warrants to Lender that the following are, and after giving effect to the transactions contemplated by this Agreement and the other Loan Documents will be, true, correct and complete:

3.1 Organization and Qualification. Borrower is a duly formed and existing limited liability company under the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians (the "Tribe") with the exact legal name set forth in the first paragraph of this Agreement. Borrower is in good standing under the laws of the Tribe, has the power to own its property and conduct its business as now conducted and as currently proposed to be conducted.

3.2 Subsidiaries. Borrower has no subsidiaries, and Borrower has never consolidated, merged or acquired substantially all of the assets of any other entity or person.

3.3 Corporate Records. Borrower's articles of organization have been duly filed and its articles of organization and operating agreement are in proper order. All outstanding ownership evidence issued by Borrower was and is properly issued and all books and records of Borrower, including but not limited to its minute books, operating agreement, and books of account, are accurate and up to date and will be so maintained.

3.4 Title to Properties; Absence of Liens. Borrower has good and clear record and marketable title to all of its properties and assets, and all of its properties and assets, including the Collateral (as defined herein) to the extent owned by Borrower, are free and clear of all mortgages, liens, pledges, charges, encumbrances and setoffs, other than the security interest therein granted to Lender hereby and the encumbrances and security interests, if any, set forth in the Servicing Agreement, and the encumbrances and security interest granted to the holder of any Permitted Indebtedness (as hereinafter defined), if any ("Permitted Liens").

3.5 Places of Business. Borrower's principal place of business and chief executive office are correctly stated in the preamble to this Agreement, and Borrower shall, during the term of this Agreement, keep Lender currently and accurately informed in writing of each of its other places of business, and shall not change the location of any such principal place of business or open or close, move or change any existing or new place of business without giving Lender at least thirty (30) days prior written notice thereof.

3.6 Valid Obligations. The execution, delivery and performance of the Loan Documents have been duly authorized by all necessary action and the Loan Documents represent the legal, valid and binding obligation of Borrower and are fully enforceable according to their terms, except as limited by (a) bankruptcy, insolvency, reorganization, receivership, moratorium and other laws affecting creditors' rights (including, without limitation, the effect of statutory and other law regarding fraudulent conveyances, fraudulent transfers and preferential transfers), and (b) the exercise of judicial discretion and the application of principles of equity, good faith, fair

dealing, reasonableness, conscionability and materiality (regardless of whether the applicable agreements are considered in a proceeding in equity or at law).

3.7 Conflicts. There is no provision in Borrower's organizational or charter documents, if any, or in any indenture, contract or agreement to which Borrower is a party which prohibits, limits or restricts the execution, delivery or performance of their respective obligations under the Loan Documents.

3.8 Approvals. The execution, delivery and performance of the Loan Documents do not require any approval of or filing with any governmental agency or authority or any other Person.

3.9 Litigation. There are no actions, suits or proceedings pending or, to the knowledge of Borrower, threatened against Borrower which would be reasonably expected to materially adversely affect the ability of Borrower to conduct its business or to pay or perform the Obligations.

3.10 Consumer Loans and Contract Rights. All Consumer Loans arise out of legally enforceable and existing contracts, and represent unconditional and undisputed bona fide indebtedness by a Consumer, and are not and will not be subject to any discount (other than in the ordinary course of Borrower's business and subject to such discount not causing any Consumer Loan to fail to be an Eligible Consumer Loan as herein defined).

3.11 Title to Collateral. At the date hereof Borrower is (and as to Collateral that Borrower may acquire after the date hereof, will be) the lawful owner of its assets constituting the Collateral, and the Collateral and each item thereof is, will be and shall continue to be free of all restrictions, liens, encumbrances or other rights, title or interests (other than the security interest therein granted to Lender hereby), credits, defenses, recoupments, set-offs or counterclaims whatsoever, other than the Permitted Liens. Borrower has and will have full power and authority to grant to Lender a security interest in the Collateral and Borrower has not transferred, assigned, sold, pledged, encumbered, subjected to lien or granted any security interest in, and will not transfer, assign, sell, pledge, encumber, subject to lien or grant any security interest in any of the Collateral (or any of Borrower's right, title or interest therein), to any person other than Lender or the holder of a Permitted Lien. The Collateral is and will be valid and genuine in all respects. No part of the Collateral (or the validity or enforceability by Lender thereof) is or shall be contingent upon the fulfillment of any agreement or condition whatsoever. Borrower will warrant and defend Lender's right to and interest in the Collateral against all claims and demands of all persons whatsoever.

3.12 Third Parties. Lender shall not be deemed to have assumed any liability or responsibility to Borrower or any third person for the correctness, validity or genuineness of any instruments or documents that may be released or endorsed to Borrower by Lender (which shall automatically be deemed to be without recourse to Lender in any event) or for the existence, character, quantity, quality, condition, value or delivery of any goods purporting to be represented by any such documents; and Lender, by accepting such security interest in the Collateral owned by Borrower, or by releasing any Collateral to Borrower, shall not be deemed to have assumed any obligation or liability to any Consumer or to any other third party, and Borrower agrees to

indemnify and defend Lender and hold Lender harmless in respect to any claim or proceeding arising out of any matter referred to in this paragraph.

3.13 Taxes. Borrower has filed, or will file, all Federal, Tribe, state and other tax returns required to be filed (except for such returns for which current and valid extensions have been filed), and all taxes, assessments and other governmental charges due from Borrower have been fully paid. Borrower has established on its books reserves adequate for the payment of all Federal, Tribe, state and other tax liabilities (if any).

3.14 Use of Proceeds. No portion of any principal advanced under the Loan is to be used for (i) the purpose of purchasing or carrying any "margin security" or "margin stock" as such terms are used in Regulations U and X of the Board of Governors of the United States Federal Reserve System, 12 C.F.R. 221 and 224, (ii) primarily personal, family or household purposes, or (iii) for any purpose other than the conduct of the Business in the ordinary course. The Collateral is not used or acquired primarily for personal, family or household purposes.

3.15 Compliance with Law; Licensing. Borrower is in compliance with all applicable law. Each of the Consumer Loans has been originated by Borrower. Borrower is lawfully entitled to originate such Consumer Loans (such lawful entitlement to issue Consumer Loans shall be deemed a "Consumer Loan License" hereunder), and such Consumer Loans comply with all applicable laws and regulations of the governmental entity having jurisdiction over Borrower (the "Governing Authority") and are valid and enforceable against the Consumer under the applicable laws and regulations of the Governing Authority. The Consumer Loan License is valid and in full force and effect. Each of the Consumer Loans has been issued pursuant to the Consumer Loan License, and each is valid and enforceable against the Consumer thereunder on the basis of the Consumer Loan License.

3.16 Disclosure. This Agreement (together with all exhibits and schedules hereto), the other Loan Documents and the other agreements, certificates and other documents furnished to Lender by or on behalf of Borrower do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained herein or therein, in the light of the circumstances under which they were made, not misleading. There is no fact known to Borrower which has not been disclosed to Lender in writing which could reasonably be expected to have a Material Adverse Effect.

4. AFFIRMATIVE COVENANTS

4.1 Payments and Performance. Borrower will duly and punctually pay all Obligations becoming due to Lender and will duly and punctually perform all Obligations on its part to be done or performed under this Agreement.

4.2 Books and Records; Inspection. Borrower will at all times keep proper books of account in which full, true and correct entries will be made of its transactions in accordance with its standard practices, consistently applied. Borrower will at all reasonable times, and on reasonable advance notice, make its books, records, and accounting practices and procedures available in its offices for a field inspection and examination by Lender and/or Lender's representatives and will permit inspection of the Collateral and all of its properties by Lender and/or Lender's

representatives (a "Field Inspection"). Lender may, at its option, require a Field Inspection not more than one (1) time in any calendar quarter, unless an Event of Default shall occur which has not been cured or waived by Lender, in which case Lender shall be permitted to require a Field Inspection as frequently as Lender deems necessary. All reasonable costs and expenses incurred by Lender in connection with any Field Inspection shall be borne by Borrower. Borrower will from time to time furnish Lender with such information and statements as Lender may request in its sole discretion with respect to the Obligations or Lender's security interest in the Collateral. Borrower shall, during the term of this Agreement, keep Lender currently and accurately informed in writing of each location where Borrower's records relating to its accounts and contract rights are kept, and shall not remove such records to another jurisdiction without giving Lender at least thirty (30) days prior written notice thereof.

4.3 Financial Statements. Borrower will furnish to Lender or cause to be furnished to Lender by Sponsor:

(a) real-time, online access to information concerning sums on deposit (including credits and debits) to the Collateral Account;

(b) real-time, online access to the electronic portfolio management system pursuant to which Borrower or any of its affiliates or subsidiaries gathers and monitors all information concerning Consumer Loans owned or held by any of them;

(c) not less frequently than weekly, a written report on all Consumer Loans then held by Borrower, which report shall include, for each Consumer Loan, (i) the outstanding principal balance, (ii) a consolidated aging report for all Consumer Loans (in increments of 30 days), (iii) a statement of the payments anticipated to be made within the next ensuing month, and (iv) from time to time, such other information as Lender may reasonably request;

(d) as soon as available to Borrower, but in any event within thirty (30) days after the close of each month, a full and complete signed copy of financial statements, which shall include a balance sheet of Borrower, as at the end of such month, and statement of profit and loss of Borrower reflecting the results of its operations during such month and shall be prepared by Borrower or Sponsor and certified by a senior officer or principal of Borrower or Sponsor, as applicable, having primary responsibility for the preparation of such financial statements as to correctness in accordance with Borrower's standard practices, consistently applied, subject to year-end adjustments and the absence of notes;

(e) as soon as available to Borrower, but in any event within thirty (30) days after the close of each calendar quarter, a full and complete signed copy of financial statements, which shall include a balance sheet of Borrower, as at the end of such quarter, and statement of profit and loss of Borrower reflecting the results of its operations during such quarter and shall be prepared by Borrower or Sponsor and certified by a senior officer or principal of Borrower or Sponsor, as applicable, having primary responsibility for the preparation of such financial statements as to correctness in accordance with Borrower's standard practices, consistently applied, subject to year-end adjustments and the absence of notes;

(f) on or prior to the date which is nine (9) months from the date of this Agreement, financial projections and cash flow reports including projected borrowing through the current fiscal year; and

(g) from time to time, such financial data and information about Borrower as Lender may reasonably request.

All information submitted pursuant to this Section 4.3 shall be certified as true, accurate, and complete in all material respects by Borrower or Sponsor on Borrower's behalf.

4.4 Conduct of Business. Borrower will maintain its articles of organization and existence in good standing and materially comply with all laws and regulations of the Tribe and of any other governmental authority which may be applicable to it or to the Business; provided that this covenant shall not apply to (i) any tax, assessment or charge which is being contested in good faith and with respect to which reserves have been established and are being maintained or (ii) any litigation or action contemplated by Section 4.6 of the Servicing Agreement, which is being contested in good faith and with respect to which the Regulatory and Litigation Reserve Fund (as defined in Section 4.6 of the Servicing Agreement) is being used to pay for such litigation or action.

4.5 Notice to Consumers. Borrower agrees, during an Event of Default, at the request of Lender, to notify all or any of the Consumers in writing of Lender's security interest in the Collateral in whatever manner Lender requests and hereby authorizes Lender to notify all or any of the Consumers of Lender's security interest in the Consumer Loans at Borrower's expense.

4.6 Contact with Accountant. Borrower hereby authorizes Lender to directly contact and communicate with any accountant employed by Borrower in connection with the review and/or maintenance of Borrower's books and records or preparation of any financial reports delivered by or at the request of Borrower to Lender. To the extent any accountant is so employed, Borrower shall provide Lender with full contact information for such accountant or any other accountant which may be employed by Borrower to replace such accountant.

4.7 Taxes. Borrower will promptly pay all applicable real and personal property taxes, assessments and charges and all franchise, income, unemployment, old age benefits, withholding, sales and other taxes assessed against it or payable by it before delinquent; provided that this covenant shall not apply to any tax assessment or charge which is being contested in good faith. Lender may, at its option, from time to time, discharge any taxes resulting in a lien or encumbrance on the Collateral, or other charges resulting in liens or encumbrances on any of the Collateral, and Borrower will pay to Lender on demand or Lender in its sole discretion may charge to Borrower all amounts so paid or incurred by it.

4.8 Indemnity. Borrower shall protect, defend (by counsel selected by Lender and reasonably acceptable to Borrower), indemnify and hold harmless Lender and Lender's officers, directors, partners, shareholders, employees, affiliates, agents, attorneys, lessees, successors and assigns and any successors to Lender's interest in the Loan, their officers, directors, partners, shareholders, employees, affiliates, agents, attorneys, lessees, successors and assigns (collectively, the "Indemnitees") from and against all liabilities (including sums paid in

settlement of claims), losses, costs, obligations, demands, suits, liens, damages, fines (including any sums ordered to be paid or expended by Indemnitees by any governmental entity as a fine), penalties or damages arising as a direct or indirect result of any of the following with respect to Borrower, any affiliate of Borrower, Sponsor, or the Loan: (a) fraud, (b) intentional material misrepresentation, (c) failure to pay taxes, (d) misapplication of funds (including the Loan or any sums on deposit from time to time in the Collateral Account), (e) failure to apply funds to pay the Obligations following an Event of Default, (f) subordinate financing incurred by Borrower in violation of the terms of the Loan Documents or otherwise without Lender's consent, (g) transfer of assets, (h) gross negligence, (i) willful misconduct, (j) court costs and attorneys' fees, and (k) bankruptcy. In addition, Borrower shall indemnify and hold harmless the Indemnitees from and against any liabilities or costs incurred by any Indemnitee under the DACA.

4.9 Insurance. Borrower will maintain (or cause to be maintained) in force insurance on Borrower's properties against risks customarily insured against by companies engaged in businesses similar to that of Borrower containing such terms and written by such companies as may be satisfactory to Lender, such insurance to be payable to Lender as its interest may appear in the event of loss and to cause Lender to be named as insured pursuant to a standard loss payee clause; no loss shall be adjusted thereunder without Lender's approval; and all such policies shall provide that they may not be canceled without first giving at least thirty (30) days' written notice of cancellation to Lender; provided, however, that if the policy does not provide at least thirty (30) days' written notice of cancellation to Lender, then Borrower shall, within five (5) days of the date of premium payment by Borrower, provide evidence to Lender that the premiums on any policy of insurance required to be maintained hereunder have been paid in full on or prior to the date on which such premium was due to the insurer. In the event that Borrower fails to provide evidence of such insurance, Lender may, at is option, secure such insurance and charge the cost thereof to Borrower. At the option of Lender, all insurance proceeds received shall be applied as a payment on account of the Obligations. From and after the occurrence of an Event of Default which has not been cured or waived by Lender, Lender is authorized to cancel any insurance maintained hereunder and apply any returned or unearned premiums, all of which are hereby assigned to Lender, as a payment on account of the Obligations.

4.10 Notification of Default. Within five (5) days of becoming aware of the existence of any condition or event which constitutes an Event of Default, or any condition or event which would upon notice or lapse of time, or both, constitute an Event of Default, Borrower shall give Lender written notice thereof specifying the nature and duration thereof and the action being or proposed to be taken with respect thereto.

4.11 Notification of Litigation. Borrower will promptly notify Lender in writing of any litigation or of any investigative proceedings of a governmental agency or authority commenced or threatened against it which would or might reasonably be expected to have a Material Adverse Effect, or which would cause the potential liability of Borrower under such litigation, when aggregated with all other active litigation, to exceed US$25,000.00, unless the potential liability of Borrower under such litigation is covered by a policy of insurance acceptable to Lender and Lender has been provided evidence satisfactory to Lender that such insurance coverage is in full force and effect. Without limiting the foregoing, within two (2) Business Days of Borrower obtaining knowledge of the existence thereof, Borrower shall notify Lender of any investigation, audit, hearing, compliance inquiry, enforcement action, or any other type of communication from

any regulatory or other governmental authority (including, without limitation, any attorney general), and shall immediately forward to Lender, on receipt thereof by Borrower, a certified copy of any written communication or correspondence concerning the foregoing.

4.12 [Reserved.]

4.13 Compliance. Borrower shall comply with all applicable requirements of governmental authorities having jurisdiction over Borrower, including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, and those relating to money laundering and terrorism, in each case as amended from time to time, and the rules and regulations promulgated thereunder.

4.14 Defense of Claims. Borrower or Sponsor shall diligently defend (and, with respect to Sponsor, in accordance with the terms of the Servicing Agreement) any investigation, audit, hearing, inquiry, proceeding, administrative action, or other action or claim related to the origination of, or Borrower's ownership of, any Consumer Loans, where Borrower's liability, if such action or claim is adversely determined, could reasonably be expected to exceed $25,000.

4.15 Organizational Documents. Borrower shall comply in all respects with Borrower's articles of organization (or equivalent formation document) and Borrower's operating agreement (or equivalent operating document).

4.16 Location of Collateral. Borrower shall, during the term of this Agreement, keep Lender currently and accurately informed in writing of each location where Borrower's records relating to its accounts and contract rights, including Consumer Loans, respectively, are kept, and shall not remove such records or any of them to another location without giving Lender at least thirty (30) days prior written notice thereof.

4.17 Notification of Damage. Borrower will immediately notify Lender of any material loss or damage to, or material diminution in or any occurrence that would materially and adversely affect the value of any Collateral.

4.18 Additional Indebtedness. In the event that Borrower wishes to incur any additional indebtedness other than indebtedness which Borrower has incurred as of the date hereof, indebtedness incurred hereunder and owed to Lender, trade payables incurred in the ordinary course of business, or Permitted Indebtedness ("Financing"), or Borrower is approached with a proposal for a Financing by a third party, Borrower shall provide Lender with notice of such fact and shall present Lender with such Financing request or a summary of the material terms of a third party Financing proposal. Within ten (10) Business Days of receipt by the Lender of such Financing request or Financing proposal (which time period shall be extended by the number of Business Days (up to, but not to exceed, three (3) additional Business Days) during which an authorized officer of the Lender shall be unavailable to review such request or proposal), the Lender shall inform Borrower of its decision whether or not to proceed with negotiating terms for such Financing transaction. If Lender and Borrower cannot agree on terms for such Financing transaction, then the last terms which Lender proposed, or the terms of the third party Financing proposal (if Lender does not match such terms) shall be deemed the "Rejected

Proposal", and a commercial affiliate of Borrower (but not Borrower) may consummate such financing transaction on either (a) terms and provisions Substantially Similar (as hereinafter defined) to the Rejected Proposal, or (b) terms and provisions more favorable to the proposed borrower (a transaction which meets the criteria set forth in (a) or (b), above, herein an "Allowed Financing"). If Borrower has not reached agreement on the terms and provisions of an Allowed Financing (as indicated by an agreed-upon indicative term sheet or other evidence of substantive agreement on terms) within sixty (60) days of the date on which Lender's most recently proposed terms or the terms of the third party Financing proposal became the Rejected Proposal hereunder, then Borrower may no longer seek agreement on an Allowed Financing, and must again present to Lender any intention to obtain a Financing. Any modification to the terms and provisions of an Allowed Financing that causes such terms and provisions to no longer be Substantially Similar to the Rejected Proposal shall constitute a new Financing proposal, which Borrower is required to submit to Lender in accordance with the provisions of this Section 4.18. Terms and provisions of any financing proposal shall be deemed "Substantially Similar" if (a) they do not increase by more than 2%, individually, either of the following terms over the terms rejected by Lender: (i) the stated interest rate, or (ii) the present value of all fees payable to the proposed lender (e.g., origination fee, termination fee, prepayment premium), or (b) an additional term or provision either (i) improves the internal rate of return attained by the proposed lender by more than 2% or (ii) substantially enhances the credit of the proposed borrowing entity.

5. NEGATIVE COVENANTS

5.1 Limitations on Indebtedness. Borrower shall not, without the prior written consent of Lender in each instance, issue any evidence of indebtedness or create, assume, guarantee, become contingently liable for, or suffer to exist indebtedness in addition to indebtedness to Lender, other than Permitted Indebtedness and trade payables incurred in the ordinary course of Borrower's business (which trade payables shall not be evidenced by a promissory note, shall be paid within sixty (60) days of the date incurred, and shall be limited, in the aggregate, to an amount outstanding at any one time equal to or less than $25,000). For purposes of this Agreement, "Permitted Indebtedness" shall mean (i) amounts loaned by Sponsor (or a wholly-owned affiliate of Sponsor) to Borrower to cure a Balancing Default or to cause Borrower to comply with the terms of Section 1.9 hereof in connection with the first Advance under the Loan, (ii) amounts loaned by Sponsor (or a wholly-owned affiliate of Sponsor) to the extent such loaned amounts constitute the direct or indirect lending by Sponsor to Borrower of Sponsor's earnings retained from its business relationship with the Borrower, (iii) amounts loaned by the Persons set forth on Schedule 5.1(iii) hereto, if any, or (iv) other amounts as may be reasonably approved by Lender, provided, that all Permitted Indebtedness shall be subject to such subordination and standstill agreements as Lender may require in its sole discretion, and provided, further, that in all instances the funds for Permitted Indebtedness held by Sponsor (or a wholly-owned affiliate of Sponsor) other than Permitted Indebtedness held under clause (ii), above, may only come from officers, directors or shareholders of Sponsor or affiliates of Sponsor or current debt investors in Sponsor, its affiliates or Obsidian Armor Fund, LLC and from no other Person.

5.2 Sale of Interest. There shall not be any sale or transfer of ownership of any interest, whether direct or indirect, in Borrower without Lender's prior written consent, unless Lender is paid in full for all Obligations under the Loan Documents (subject to any notice period or

restriction contained herein regarding Borrower's right to prepay the Loan) in accordance with the provisions of this Agreement.

5.3 Loans or Advances. Other than the Consumer Loans, Borrower shall not make any loans or advances to any individual, firm or corporation, including without limitation its officers and employees; provided, however, that Borrower may make advances to its employees, including its officers, with respect to expenses incurred or to be incurred by such employees in the ordinary course of business which expenses are reimbursable by Borrower.

5.4 Investments. Borrower shall not make investments in, or advances to, any Person, other than the Consumer Loans. Except for Consumer Loans, Borrower will not purchase or otherwise invest in or hold securities, non-operating real estate or other non-operating assets or purchase all or substantially all the assets of any entity other than in connection with an acquisition approved by Lender in writing.

5.5 Merger. Borrower will not merge or consolidate or be merged or consolidated with or into any other entity, unless prior to or concurrently therewith Lender is paid in full for all Obligations under the Loan Documents (subject to any notice period or restriction contained herein regarding Borrower's right to prepay the Loan).

5.6 Capital Expenditures. Borrower shall not, directly or indirectly, make or commit to make capital expenditures by lease, purchase, or otherwise, except in the ordinary and usual course of business for the purpose of replacing machinery, equipment or other personal property which, as a consequence of wear, duplication or obsolescence, is no longer used or necessary in Borrower's business.

5.7 Sale of Assets. Borrower shall not sell, lease or otherwise dispose of any of its assets, except in the ordinary and usual course of business, unless prior to or concurrently therewith Lender is paid in full for all Obligations under the Loan Documents (subject to any notice period or restriction contained herein regarding Borrower's right to prepay the Loan) or except for the purpose of replacing machinery, equipment or other personal property which, as a consequence of wear, duplication or obsolescence, is no longer used or necessary in Borrower's business, provided that fair cash consideration is received therefor. Borrower shall not sell, transfer, convey, encumber, or otherwise alienate any of its right, title, or interest in or to any Consumer Loan that constitutes "Collateral" hereunder except in the ordinary and usual course of business (e.g., sale of defaulted Consumer Loans).

5.8 Restriction on Liens. Borrower shall not grant any security interest in, or mortgage of, its respective properties or assets including the Collateral, other than Permitted Liens or such liens as are in favor of Lender. Borrower shall not agree with any person other than Lender to not grant any security interest in, or mortgage of, any of its properties or assets including the Collateral.

5.9 Other Business. Borrower shall not engage in any business other than the Business.

5.10 Change of Name. Borrower shall not change its legal name or the state or jurisdiction of its organization, without giving Lender at least thirty (30) days' prior written notice thereof.

5.11 ACH Provider. Borrower shall not modify or permit the modification of the ACH Agreement without the prior written consent of Lender. In the event of the termination of the ACH Agreement by the ACH Provider, Borrower shall cause a new ACH Provider to enter into a new ACH Agreement with Borrower within five (5) Business Days of such termination.

5.12 Servicing Agreement. Borrower shall not amend, modify, or terminate the Servicing Agreement during the term of the Loan without the prior written consent of Lender in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed.

5.13 Credit Policies. Borrower shall not make a material change in its internal credit policies with respect to Eligible Consumer Loans without the prior consent of Lender in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed, unless required by applicable law (other than Tribal law) in which case Lender consent shall not be required.

5.14 Organizational Documents. Borrower shall not modify, alter, amend, or restate in any way Borrower's articles of organization (or equivalent formation document) nor Borrower's operating agreement (or equivalent operating document) without the prior written consent of Lender in each instance, which consent shall not be unreasonably withheld, conditioned, or delayed, unless such modification, alteration, amendment or restatement is clerical, administrative, ministerial, or *de minimis* in nature, including any change in permitted management thereunder.

6. DEFAULT

6.1 Default. An "Event of Default" shall mean the occurrence of one or more of any of the following events:

(a) (i) failure to pay principal or interest hereunder when due, whether at maturity, by acceleration or otherwise, or (ii) failure to pay, within (10) Business Days of the date due (as used herein, "Business Day" shall mean any day other than a Saturday, Sunday or day that is or shall be in the State of New York a legal holiday or a day on which banking institutions are required or authorized to close), any other amounts due hereunder, or (iii) any breach or default by Borrower under Sections 5.1, 5.2, 5.5, 5.7, 5.8, or 5.10 hereof; or

(b) default of any other liability, obligation or undertaking of Borrower or any guarantor or other surety for the Loan, hereunder or under any other Loan Document or otherwise, which failure continues after ten (10) Business Days' written notice thereof (provided that if such default is not reasonably susceptible of cure within said ten (10) Business Day period, and Borrower commences a cure of such default within said ten (10) Business Day period, and thereafter diligently pursues such cure, then Borrower shall have an additional period of thirty (30) days in which to effect such cure prior to an Event of Default arising hereunder); or

(c) if any statement, representation or warranty heretofore, now or hereafter made by Borrower or any affiliate of Borrower in connection with this Agreement or in any supporting financial statement of Borrower shall be determined to have been intentionally false in any material respect when made; or

(d) the liquidation, termination or dissolution of Borrower, or the merger or consolidation of Borrower into another entity, or its ceasing to carry on actively its present business or the appointment of a receiver for its property; or

(e) the institution by or against any of Borrower or any guarantor of the Loan of any insolvency proceedings, whether under the United States Bankruptcy Code 11 USC §101 *et seq.* or any other law, in which Borrower or any guarantor of the Loan is alleged to be insolvent or unable to pay its debts as they mature, or the making by Borrower or any guarantor of the Loan of an assignment for the benefit of creditors or the granting by Borrower or any guarantor of the Loan of a trust mortgage for the benefit of creditors and, if such proceeding is instituted against Borrower or any guarantor of the Loan, such proceeding shall not have been dismissed in sixty (60) days; or

(f) the service upon Lender of a writ in which Lender is named as trustee of Borrower or of any guarantor of the Loan; or

(g) a final, non-appealable judgment or judgments for the payment of money shall be rendered in excess of US$25,000.00 against Borrower or any guarantor of the Loan, and any such judgment shall remain unsatisfied and in effect for any period of thirty (30) consecutive days without a stay of execution; or

(h) the occurrence of any Material Adverse Effect; or

(i) any levy, lien (including mechanics lien), seizure, attachment, execution or similar process shall be issued or levied on any material portion of the property of Borrower, and such lien or levy shall not be removed within sixty (60) days; or

(j) Borrower fails to cure a Balancing Default in accordance with Section 1.9 hereof.

6.2 Acceleration.

(a) If an Event of Default under Section 6.1(e) shall have occurred, all Obligations shall become immediately due and payable without notice or demand. If any other Event of Default shall have occurred which, to the extent capable, has not been cured or waived by Lender, at the election of Lender, all Obligations shall become immediately due and payable without notice or demand.

(b) Lender is hereby authorized, at its election, after an Event of Default shall have occurred which has not been cured or waived by Lender, without any further demand or notice except to such extent as notice may be required by applicable law, to take possession and/or sell or otherwise dispose of all or any of the Collateral at public or private sale; and Lender may also exercise any and all other rights and remedies of a secured party under the NYUCC or which are otherwise accorded to it in equity or at law, all as Lender may determine, and such exercise of rights in compliance with the requirements of law will not be considered adversely to affect the commercial reasonableness of any sale or other disposition of the Collateral. If notice of a sale or other action by Lender is required by applicable law, unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Borrower

agrees that ten (10) days' written notice to Borrower, or the shortest period of written notice permitted by such law, whichever is smaller, shall be sufficient notice; and that to the extent permitted by law, Lender, its officers, attorneys and agents may bid and become purchasers at any such sale, if public, and may purchase at any private sale any of the Collateral that is of a type customarily sold on a recognized market or which is the subject of widely distributed standard price quotations. Any sale (public or private) shall be without warranty and free from any right of redemption, which Borrower shall waive and release after default upon Lender's request therefor, and may be free of any warranties as to the Collateral if Lender shall so decide. No purchaser at any sale (public or private) shall be responsible for the application of the purchase money. Any balance of the net proceeds of sale remaining after paying all Obligations of Borrower to Lender shall be returned to such other party as may be legally entitled thereto; and if there is a deficiency, Borrower shall be responsible for the same, with interest. Upon demand by Lender, Borrower shall assemble the Collateral and make it available to Lender at a place designated by Lender which is reasonably convenient to Lender and Borrower. Borrower hereby acknowledges that Lender has extended credit and other financial accommodations to Borrower upon reliance of Borrower's granting Lender the rights and remedies contained in this Agreement including without limitation the right to take immediate possession of the Collateral upon the occurrence of an Event of Default which has not been cured or waived by Lender and Borrower hereby acknowledges that Lender is entitled to such equitable and injunctive relief to enforce any of its rights and remedies hereunder and Borrower hereby waives any defense to such equitable or injunctive relief based upon any allegation of the absence of irreparable harm to Lender.

(c) No Lender shall be required to marshal any present or future security for (including but not limited to this Agreement and the Collateral subject to the security interest created hereby), or guarantees of, the Obligations or any of them, or to resort to such security or guarantees in any particular order; and all of its rights hereunder and in respect of such securities and guarantees shall be cumulative and in addition to all other rights, however existing or arising. To the extent that it lawfully may, Borrower hereby agrees that it will not invoke any law relating to the marshalling of collateral which might cause delay in or impede the enforcement of Lender's rights under this Agreement or under any other instrument evidencing any of the Obligations or under which any of the Obligations is outstanding or by which any of the Obligations is secured or guaranteed, and to the extent that it lawfully may do so, Borrower hereby irrevocably waives the benefits of all such laws. Except as otherwise provided by applicable law, Lender shall have no duty as to the collection or protection of the Collateral or any income thereon, nor as to the preservation of rights against prior parties, nor as to the preservation of any rights pertaining thereto beyond the safe custody thereof.

6.3 Power of Attorney. Borrower hereby irrevocably constitutes and appoints Lender as Borrower's true and lawful attorney, with full power of substitution, at the sole cost and expense of Borrower but for the sole benefit of Lender, upon the occurrence of an Event of Default which has not been cured or waived by Lender, to convert the Collateral into cash, including, without limitation, completing the manufacture or processing of work in process, and the sale (either public or private) of all or any portion or portions of the Collateral (subject to the notice and other terms provided in Section 6.2, above); to enforce collection of the Collateral, either in its

own name or in the name of Borrower, including, without limitation, executing releases or waivers, compromising or settling with any Consumers and prosecuting, defending, compromising or releasing any action relating to the Collateral; to receive, open and dispose of all mail addressed to Borrower and to take therefrom any remittances or proceeds of Collateral in which Lender has a security interest; to notify applicable postal authorities to change the address for delivery of mail addressed to Borrower to such address as Lender shall designate; to endorse the name of Borrower in favor of Lender upon any and all checks, drafts, money orders, notes, acceptances or other instruments of the same or different nature; to sign and endorse the name of Borrower on and to receive as secured party any of the Collateral, any invoices, freight or express receipts, or bills of lading, storage receipts, warehouse receipts, or other documents of title of the same or different nature relating to the Collateral; to sign the name of Borrower on any notice of the Consumers or on verification of the Collateral; and to sign, if necessary, and file or record on behalf of Borrower any financing or other statement in order to perfect or protect Lender's security interest. No Lender shall be obliged to do any of the acts or exercise any of the powers hereinabove authorized, but if Lender elects to do any such act or exercise any such power, it shall not be accountable for more than it actually receives as a result of such exercise of power, and it shall not be entitled to collect more than an amount equal to the then outstanding Obligations, and any sums received in excess of the then-outstanding Obligations shall be returned to Borrower, and it shall not be responsible to Borrower or to any other party (and shall be and is hereby indemnified by Borrower against any such responsibility to any other party) except in the event that Lender has been determined, with finality, by a court of competent jurisdiction, that Lender has committed gross negligence or willful misconduct. All powers conferred upon Lender by this Agreement, being coupled with an interest, shall be irrevocable so long as any Obligation of Borrower or any surety to Lender shall remain unpaid or Lender is obligated under this Agreement to extend any credit to Borrower.

6.4 Suspension and Wind Down of Facility.

(a) For purposes of this Agreement:

(i) an "Adverse Banking Event" shall mean (A) any decision by the Account Bank or the ACH Provider, including any of their respective successors, to no longer support the Business and provide banking or ACH services, as applicable, to Borrower, and (B) the inability of Borrower to locate any replacement provider of such services at all or on terms that would not, in either party's reasonable determination, materially and adversely affect Borrower's ability to conduct the Business or timely repay the Loan.

(ii) an "Adverse Industry Event" shall mean any event, including any changes, conditions or effects (a) in the United States or foreign economies or the securities or financial markets in general or (b) that affect the sovereign model pay-day lending industry as a whole (other than an Adverse Banking Event and a Federal Regulatory Event), that could, in either party's reasonable determination, materially and adversely affect Borrower's ability to conduct the Business or timely repay the Loan;

(iii) a "Federal Regulatory Event" shall mean the enactment of any law, rule or regulation by the United States federal government (or any agency or instrumentality thereof), or the issuance of any rule or decision by the United States federal government (or any agency or instrumentality thereof) or any United States federal court, the effect of which is to regulate the origination or limit the enforceability of Consumer Loans in a manner that could, in either party's reasonable determination, materially and adversely affect Borrower's ability to conduct the Business or timely repay the Loan;

(iv) the "Cumulative Consumer Loan Default Rate" shall mean the ratio, expressed as a percentage, which the total aggregate outstanding principal balance of defaulted Consumer Loans constituting Collateral (excluding any defaulted Consumer Loans that have been sold or "charged off" in the ordinary course) bears to the total aggregate outstanding principal balance of all Consumer Loans constituting Collateral (excluding any defaulted Consumer Loans that have been sold or "charged off" in the ordinary course);

(v) the "Cumulative Consumer Loan Delinquency Rate" shall mean the ratio, expressed as a percentage, which the total aggregate outstanding principal balance of delinquent Consumer Loans constituting Collateral (excluding any delinquent Consumer Loans that have been sold or "charged off" in the ordinary course) bears to the total aggregate outstanding principal balance of all Consumer Loans constituting Collateral (excluding any delinquent Consumer Loans that have been sold or "charged off" in the ordinary course);

(vi) a "Material Consumer Loan Event" shall mean:

(A) a Cumulative Consumer Loan Default Rate equal to or greater than thirty percent (30%) occurring at any time within the six (6) calendar month period commencing on the date hereof; or

(B) a Cumulative Consumer Loan Default Rate equal to or greater than forty percent (40%) occurring at any time within the twelve (12) calendar month period commencing on the date hereof; or

(C) a Cumulative Consumer Loan Default Rate equal to or greater than fifty percent (50%) occurring at any time within the eighteen (18) calendar month period commencing on the date hereof; or

(D) at any time when the unpaid principal balance of the Consumer Loans constituting the Collateral is greater than twenty-five percent (25%) of the maximum face principal amount of the Note, a Cumulative Consumer Loan Delinquency Rate equal to:

(1) with respect to all Consumer Loans which are more than thirty (30) and less than sixty-one (61) days past due, thirty-five percent (35%); or

(2) with respect to all Consumer Loans which are more than sixty (60) and less than ninety-one (91) days past due, twenty-eight percent (28%); or

(3) with respect to all Consumer Loans which are more than ninety (90) and less than one hundred twenty-one (121) days past due, twenty-six percent (26%); or

(4) with respect to all Consumer Loans which are more than one hundred twenty (120) days past due, twenty-four percent (24%).

(vii) a "Wind-Down Event" shall mean the occurrence of any one or more of an Adverse Banking Event, an Adverse Industry Event, a Federal Regulatory Event, or a Material Consumer Loan Event.

(b) Without limiting and in addition to Lender's rights and remedies hereunder, if an Adverse Banking Event, Adverse Industry Event, or Federal Regulatory Event occurs, then Borrower and Lender may mutually agree to conduct an orderly liquidation of the Collateral and repayment of the Loan, upon such terms and conditions as may be acceptable to the parties.

(c) Without limiting and in addition to Lender's rights and remedies hereunder, if a Wind-Down Event occurs, then:

(i) Lender may with immediate effect by written notice to the Account Bank and Borrower suspend or terminate the right of Borrower (and Sponsor on behalf of Borrower) to make withdrawals from the Collateral Account pursuant to Section 1.8(c) and the right of Borrower (or Sponsor or an affiliate of Sponsor) to cure a Balancing Default pursuant to Section 1.9;

(ii) all sums on deposit from time to time in the Collateral Account shall be applied by Borrower (or Sponsor on behalf of Borrower) or Lender, as applicable, in accordance with Section 1.8(e):

(iii) Borrower shall have the right, within sixty (60) days, to repay the Loan in full, which repayment shall be accompanied by all accrued and outstanding interest on the outstanding principal balance of the Loan at the otherwise applicable rate of interest through the date on which such repayment is made, but shall be without prepayment premium or penalty of any kind.

(d) The occurrence of a Wind-Down Event shall not, in and of itself, constitute an Event of Default hereunder.

6.5 Nonexclusive Remedies. All of Lender's rights and remedies not only under the provisions of this Agreement but also under any other agreement or transaction shall be cumulative and not alternative or exclusive, and may be exercised by Lender at such time or times and in such order of preference as Lender in its sole discretion may determine.

6.6 Post-Default Reporting Requirements. From and after the occurrence of an Event of Default, in addition to any other information required to be submitted by Borrower to Lender from time to time hereunder (regardless of whether an Event of Default has occurred), Borrower shall deliver to Lender, within five (5) days of receipt by Borrower of notice requesting same, an electronically readable tab-delineated spreadsheet or other data document containing the following information, in all cases in a form acceptable to Lender:

(a) all information in Borrower's possession concerning Consumers under Consumer Loans;

(b) all information in Borrower's possession concerning Consumer Loans;

(c) all information in Borrower's possession concerning payment history on Consumer Loans, whether such payment was made to Borrower directly by the applicable Consumer or whether such payment was drawn by Borrower from an account held in such Consumer's name as authorized by such Consumer; and

(d) all information in Borrower's possession concerning the history of a Consumer's account(s) with Sponsor, including all annotations made to, on, or in connection with, such Consumer's account(s) with Sponsor.

Each of the foregoing categories of information reporting shall include, with respect to the relative subject matter of such information, and with respect to (i) each outstanding Consumer Loan, (ii) each Consumer Loan the collection of which by Borrower has been prevented due to there being insufficient funds in any account owned by the respective Consumer, and (iii) each Consumer Loan which has been written off Borrower's books by Borrower, the following information: (A) the outstanding principal balance, (B) the balance of accrued and unpaid finance charges, (C) the balance of any fees (other than finance charges) due and owing to Borrower, and (D) the overall balance of all sums due and owing to Borrower from the respective Consumer under the outstanding Consumer Loan. Such electronically readable spreadsheet or other data document shall contain, in a form satisfactory to Lender, evidence of any underlying calculations or other data manipulations showing how Borrower arrived at each of the items of data contained within such document(s). In addition, from and after the occurrence of an Event of Default, Borrower shall deliver to Lender, within five (5) days of receipt by Borrower of notice requesting same, all information in Borrower's possession concerning any electronic signature files relative to Consumers, together with detailed information with respect to each Consumer concerning the method by which Borrower was authorized by the applicable Consumer to automatically draw funds from any account(s) in the name of such debtor.

7. MISCELLANEOUS

7.1 Waivers. Borrower waives notice of intent to accelerate, notice of acceleration, notice of nonpayment, demand, presentment, protest or notice of protest of the Obligations, and all other notices, consents to any renewals or extensions of time of payment thereof, and generally waives any and all suretyship defenses and defenses in the nature thereof.

7.2 Severability. If any provision of this Agreement or portion of such provision or the application thereof to any person or circumstance shall to any extent be held invalid or

unenforceable, the remainder of this Agreement (or the remainder of such provision) and the application thereof to other persons or circumstances shall not be affected thereby.

7.3 Set-Off. Borrower hereby grants to Lender a continuing lien and security interest in any and all deposits or other sums at any time credited by or due from Lender (or any of its banking or lending affiliates, or any bank acting as a participant under any loan arrangement between Lender and Borrower, or any third party acting on Lender's behalf, including the Account Bank (collectively, the "Lender Affiliates")) to Borrower and any cash, securities, instruments or other property of Borrower in the possession of Lender or any Lender Affiliate, whether for safekeeping or otherwise, or in transit to or from Lender or any Lender Affiliate (regardless of the reason Lender or Lender Affiliates had received the same or whether Lender or Lender Affiliates has conditionally released the same) as security for the full and punctual payment and performance of all of the liabilities and obligations of Borrower to Lender or any Lender Affiliate and such deposits and other sums may be applied or set off against such liabilities and obligations of Borrower to Lender or any Lender Affiliate as are then due and unpaid, whether or not demand has been made and whether or not other collateral is then available to Lender or any Lender Affiliate.

7.4 Indemnification. Borrower shall protect, defend (by counsel selected by Lender), indemnify and hold harmless Lender and Lender's officers, directors, partners, shareholders, employees, affiliates, agents, attorneys, lessees, successors and assigns and any successors to Lender's interest in the Loan, their officers, directors, partners, shareholders, employees, affiliates, agents, attorneys, lessees, successors and assigns (collectively, the "Indemnitees") from and against all liabilities (including sums paid in settlement of claims), claims brought or threatened against Lender (as well as from reasonable attorneys' fees and expenses in connection therewith), losses, costs, obligations, demands, suits, liens, damages, fines (including any sums ordered to be paid or expended by Indemnitees by any governmental entity as a fine, penalty or damages) arising as a direct or indirect result of (a) Borrower's failure to perform any of the agreements, terms or conditions of this Agreement or the Loan Documents required to be performed by Borrower, or for the breach by Borrower of any representation, warranty, or covenant contained herein or in any other Loan Document (including, without limitation any third party claims arising therefrom), (b) any present or future illegality (whether civil or criminal) in Borrower's business of making Consumer Loans, or (c) as a direct or indirect result of any investigation by any governmental entity into Borrower's business of making Consumer Loans. The indemnification provided by this Section 7.4 shall survive payment of the Obligations, any termination of this Agreement, and/or release or discharge executed by Lender in favor of Borrower.

7.5 Costs and Expenses. Borrower shall pay to Lender any and all costs and expenses (including, without limitation, reasonable attorneys' fees, and disbursements, court costs, litigation and other expenses) incurred or paid by Lender in establishing, maintaining, protecting or enforcing any of Lender's rights or the Obligations, including, without limitation, any and all such costs and expenses incurred or paid by Lender in defending Lender's security interest in, title or right to the Collateral or in collecting or attempting to collect or enforcing or attempting to enforce payment of the Obligations.

7.6 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which shall constitute but one agreement.

7.7 Complete Agreement. This Agreement and the other Loan Documents constitute the entire agreement and understanding between and among the parties hereto relating to the subject matter hereof, and supersedes, all prior proposals, negotiations, agreements and understandings among the parties hereto with respect to such subject matter.

7.8 Binding Effect of Agreement. This Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and shall remain in full force and effect (and Lender shall be entitled to rely thereon) until all commitments of Lender hereunder are terminated and all Obligations hereunder are fully paid. Lender may transfer and assign this Agreement and deliver the Collateral to the assignee, who shall thereupon have all of the rights of Lender; and such assigning Lender shall then be relieved and discharged of any responsibility or liability with respect to this Agreement, and the Collateral. Borrower may not assign or transfer any of its rights or obligations under this Agreement. Except as expressly provided herein or in the other Loan Documents, nothing, expressed or implied, is intended to confer upon any party, other than the parties hereto, any rights, remedies, obligations or liabilities under or by reason of this Agreement or the other Loan Documents. Notwithstanding the foregoing, Lender may only assign this Agreement to an entity that is licensed by the Tribe or subject to an exemption from licensing by the Tribe under applicable law.

7.9 Further Assurances. Borrower will from time to time execute and deliver to Lender, and take or cause to be taken, all such other or further action as Lender may reasonably request in order to effect and confirm or vest more securely in Lender all rights contemplated by this Agreement and the other Loan Documents or to vest more fully in or assure to Lender the security interest in the Collateral granted to Lender by this Agreement or to comply with applicable statute or law and to facilitate the collection of the Collateral (including, without limitation, the endorsement of promissory notes and instruments and notifications to obligors on the Collateral). To the extent permitted by applicable law, Borrower authorizes Lender to file financing statements, continuation statements or amendments without Borrower's signature appearing thereon, and any such financing statements, continuation statements or amendments may be signed by Lender on behalf of Borrower, if necessary, and may be filed at any time in any jurisdiction. Lender may at any time and from time to time file financing statements, continuation statements, debentures, mortgage, and any other documents allowed under the laws of the Tribe or any other applicable jurisdiction, and amendments thereto which contain any information required by the laws of the Tribe or any other applicable jurisdiction for the sufficiency or filing office acceptance of any financing statement, continuation statement or amendment, including whether Borrower is an organization, the type of organization and any organization identification number issued to Borrower. Borrower agrees to furnish any such information to Lender promptly upon request. In addition, Borrower shall at any time and from time to time take such steps as Lender may reasonably request for Lender (i) to obtain an acknowledgement, in form and substance satisfactory to Lender, of any bailee having possession of any of the Collateral that the bailee holds such Collateral for Lender, (ii) to obtain possession and control of any Collateral comprised of deposit accounts, electronic chattel paper, letter of credit rights or investment property, with any agreements establishing control to be in form and substance satisfactory to Lender, and (iii) otherwise to insure the continued perfection and priority of Lender's security interest in any of the Collateral and the preservation of its rights therein. Borrower hereby constitutes Lender its attorney-in-fact to execute, if necessary, and file

all filings required or so requested for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; and such power, being coupled with an interest, shall be irrevocable until this Agreement terminates in accordance with its terms, all Obligations are paid in full and the Collateral is released. Lender shall use commercially reasonable efforts to deliver to Borrower a copy, on receipt by Lender from the applicable filing jurisdiction, of any such financing statements.

7.10 Amendments and Waivers. This Agreement may not be amended, or the obligations of the parties hereto modified, except in a writing executed by all of the parties. No delay or omission on the part of Lender in exercising any right hereunder shall operate as a waiver of such right or any other right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy of Lender on any future occasion.

7.11 Terms of Agreement. This Agreement shall continue in full force and effect so long as any Obligations or obligation of Borrower to Lender shall be outstanding, or Lender shall have any obligation to extend any financial accommodation hereunder, and is supplementary to each and every other agreement between Borrower and Lender and shall not be so construed as to limit or otherwise derogate from any of the rights or remedies of Lender or any of the liabilities, obligations or undertakings of Borrower under any such agreement, nor shall any contemporaneous or subsequent agreement between Borrower and Lender be construed to limit or otherwise derogate from any of the rights or remedies of Lender or any of the liabilities, obligations or undertakings of Borrower hereunder, unless such other agreement specifically refers to this Agreement and expressly so provides.

7.12 Notices. Any notice under or pursuant to this Agreement shall be a signed writing or other authenticated record. Any such notice shall be deemed duly received and effective (i) if delivered in hand or by telecopier to, or received by, any officer or agent of Borrower or Lender, upon such delivery or receipt, or (ii) if sent by overnight courier, on the next business day after being so sent, or (iii) if mailed by registered or certified mail, return receipt requested, postage prepaid, and properly addressed to Borrower or Lender, two (2) business days after being so mailed. A party's proper address is that set forth for such party in this Agreement or such address as that party may from time to time hereafter designate by notice to the other party.

7.13 Governing Law. This Agreement, and all transactions thereunder or pursuant thereto shall be governed as to interpretation, validity, effect, rights, duties and remedies of the parties thereunder and in all other respects by the domestic laws of the State of New York without reference or giving effect to any choice of law or conflicts of law principles thereof.

7.14 Reproductions. This Agreement and all documents which have been or may be hereinafter furnished by Borrower to Lender may be reproduced by Lender by any photographic, photostatic, microfilm, xerographic or similar process, and any such reproduction shall be admissible in evidence as the original itself in any judicial or administrative proceeding (whether or not the original is in existence and whether or not such reproduction was made in the regular course of business).

7.15 Limited Waiver of Sovereign Immunity. Borrower hereby grants to Lender a limited waiver of sovereign immunity with respect to the following purposes and for no others:

(a) For the purpose of allowing Lender to take any and all actions necessary to enforce the provisions of this Agreement and the other Loan Documents pursuant to Section 7.16 below, including those which seek injunctive or declaratory relief, damages (limited solely to recover from the personal property assets and future revenues of Borrower), specific performance or other legal and equitable remedies in the court or courts authorized by this Agreement and to effect enforcement of any remedy granted therein;

(b) Subject to this Section 7.15 pursuant to its limited waiver and Section 7.16 hereof, Borrower expressly waives its immunity from suit and consents to be sued in any of the following: the Lac Vieux Desert Band of Lake Superior Chippewa Tribal Court, the courts of the State of Michigan, the United States District Court for the Western District of Michigan and appellate courts therefrom as to all three jurisdictions for (i) the limited purpose of compelling or enforcing arbitration under Section 7.16, or (ii) to the extent that the arbitration provision in Section 7.16 is invalid or unenforceable as a result of any challenge by Borrower, the Tribe, the Servicer, or any of their respective affiliates, the litigation of any claims by Lender arising out of this Agreement and the other Loan Documents;

(c) Borrower agrees that it shall not plead or raise as a defense the requirement of exhaustion of tribal court remedies as to any claims brought by Lender in any of the forums identified in Section 7.15(b) above; and

(d) The limited waiver of sovereign immunity granted herein does not include any waiver, either express or implied, to any third party. The limited waiver of sovereign immunity granted here is of Borrower only and does not include a waiver, either express or otherwise, by the Tribe, any other enterprise of the Tribe or otherwise.

7.16 Arbitration. In the event of a dispute between Borrower and Lender, then Borrower and Lender shall each have the right to submit such dispute to arbitration. If Lender is the party initiating such arbitration, then such arbitration shall be conducted in Marquette, Michigan. If Borrower is the party initiating such arbitration, then such arbitration shall be conducted in New York County (New York). Any arbitration hereunder shall be conducted in accordance with the Commercial Arbitration Rules (Expedited Procedures) of the American Arbitration Association, except that the provisions of this Section 7.16 shall supersede any conflicting or inconsistent provisions of said rules. The laws of the State of New York shall govern any dispute arising between the parties under this Agreement or any other Loan Document. The party initiating arbitration shall do so by giving notice to that effect to the other party, specifying in said notice the nature of the dispute, and that said dispute shall be determined by a panel of three (3) arbitrators in accordance with this Section 7.16. Each party to such arbitration shall appoint an arbitrator within five (5) days after the giving of notice by the other party. If any party shall fail timely to appoint an arbitrator, the appointed arbitrator shall select the arbitrator in such party's stead, who shall be impartial, within five (5) days after such party's failure to appoint. The arbitrators so appointed shall, within ten (10) days, meet and appoint a third arbitrator (the "Deciding Arbitrator"). The Deciding Arbitrator shall, among other things, have demonstrable knowledge of Indian law, as well as demonstrable expertise in the subject matter(s) of the dispute(s) submitted for resolution. If for any reason such arbitrators fail to appoint a Deciding Arbitrator within such period of ten (10) days, then any party hereto may request any arbitration

or mediation organization, including, without limitation, the American Arbitration Association, which will provide an impartial arbitrator) to appoint an arbitrator who shall be the Deciding Arbitrator within seven (7) days of such request and all parties shall be bound by any appointments so made within such seven (7)-day period. The Deciding Arbitrator only shall subscribe and swear or affirm to an oath fairly and impartially to determine such dispute. Within seven (7) days after the Deciding Arbitrator has been appointed, each of the first two arbitrators shall submit their respective determinations to the Deciding Arbitrator who must select one or the other of such determinations (whichever the Deciding Arbitrator believes to be correct or closest to a correct determination) within seven (7) days after the first two arbitrators shall have submitted their respective determinations to the Deciding Arbitrator, and the selection so made shall in all cases be binding upon the parties, and judgment upon such decision may be entered into any court of the Lac Vieux Desert Band of Lake Superior Chippewa Tribal Court, the courts of the State of Michigan, or the United States District Court for the Western District of Michigan, or in the courts of any jurisdiction where the party against whom such judgment is entered may have assets to the extent the award relates to the assets found in such jurisdiction. In the event of the failure, refusal or inability of an arbitrator to act, a successor shall be appointed within ten (10) days as herein before provided. The Deciding Arbitrator shall schedule a hearing where the parties and their advocates shall have the right to present evidence, call witnesses and experts and cross-examine the other party's witnesses and experts. Either party shall have the right, at any time, to make a motion to the Deciding Arbitrator to grant summary judgment as to any question of law. The arbitrators conducting any arbitration shall be bound by the terms of this Agreement and shall not have the power to add to, subtract from, or otherwise modify such provisions in this Agreement. Each party hereto agrees to sign all documents and to do all other things necessary to submit any such matter to arbitration and further agrees to, and hereby does, waive any and all rights they or either of them may at any time have to revoke their agreement hereunder to submit to arbitration and to abide by the decision rendered thereunder. The non-prevailing party(ies) in such arbitration shall, upon demand from the prevailing party(ies) detailing the actual out-of-pocket costs and expenses (including reasonable attorneys fees) incurred by the prevailing party(ies) in prosecuting or defending the resolution of such dispute, pay over to such prevailing party(ies) the amount of such costs and expenses.

7.17 Service of Process. Borrower and Lender hereby consent to any and all process which may be served in any such suit, action or proceeding, (i) by mailing a copy thereof by registered or certified mail, postage prepaid, return receipt requested, to the party's address shown in this Agreement or as notified to Lender and (ii) by serving the same upon Borrower in any other manner otherwise permitted by law, and agrees that such service shall in every respect be deemed effective service upon Borrower.

7.18 **JURY WAIVER. BORROWER AND LENDER EACH HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY, AND AFTER AN OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL, (A) TO THE FULLEST EXTENT ALLOWED BY THE LAWS OF THE STATE OF NEW YORK, WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT, THE OBLIGATIONS, ALL MATTERS CONTEMPLATED HEREBY AND DOCUMENTS EXECUTED IN CONNECTION HEREWITH AND (B) AGREE NOT TO SEEK TO CONSOLIDATE ANY SUCH ACTION WITH ANY OTHER**

ACTION IN WHICH A JURY TRIAL CANNOT BE, OR HAS NOT BEEN, WAIVED. BORROWER CERTIFIES THAT NEITHER LENDER NOR ANY OF ITS REPRESENTATIVES, AGENTS OR COUNSEL HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT IN THE EVENT OF ANY SUCH PROCEEDING SEEK TO ENFORCE THIS WAIVER OF RIGHT TO TRIAL BY JURY.

7.19 No Partnership. Nothing contained in this Agreement or the other Loan Documents shall be deemed to create an equity investment in Borrower on the part of Lender or a partnership between Lender and Borrower, it being the intent of the parties hereto that only the relationship of lender and borrower shall exist with respect to the Loan. Borrower agrees that it shall report this transaction for income tax purposes, and file all related tax returns, in a manner consistent with the form of this transaction as a loan.

7.20 Lender is not in Control; Lender-Creditor Relationship.

(a) None of the covenants or other provisions contained in this Agreement or any of the other Loan Documents shall, or shall be deemed to, give Lender the right or power to exercise control over the affairs or management of Borrower, the power of Lender being limited to the right to exercise the remedies provided for in this Agreement and the other Loan Documents and applicable law.

(b) The relationship between Lender, on the one hand, and Borrower and any guarantor of the Loan, on the other hand, is solely that of creditor and debtor. Lender shall not have (or be deemed to have) any fiduciary relationship or duty to any of Borrower or any guarantor of the Loan, arising out of or in connection with, and there is no agency or joint venture relationship between Lender, on the one hand, and Borrower or any guarantor of the Loan, on the other hand, by virtue of, any Loan Document or any transaction contemplated therein.

7.21 Attorneys Fees. In the event of any dispute between the parties to this Agreement, the prevailing party in any arbitration or litigation resulting from such dispute shall be entitled to collect, *inter alia*, its reasonable attorneys' fees and out-of-pocket expenses.

7.22 Certification. The individual(s) signing this Agreement on behalf of Borrower, by affixing a signature(s) hereon, hereby certify(ies) for the benefit of Lender, that all information submitted to Lender in connection with the underwriting of the Loan is true and correct in all material respects on and as of the date of this Agreement.

7.23 Publicity. Except as may be required by applicable law, none of the parties hereto shall issue a publicity release or announcement or otherwise make any public disclosure concerning this Agreement or the transactions contemplated hereby, without prior approval by the other parties hereto. If any announcement is required by law to be made by any party hereto, prior to making such announcement such party will deliver a draft of such announcement to the other parties and shall give the other parties an opportunity to comment thereon. Notwithstanding the foregoing, Lender or any of its affiliates may disclose a general description of transactions arising under the Loan Documents for advertising, marketing or other similar purposes.

[NO FURTHER TEXT ON THIS PAGE]

Executed as of November __, 2012.

BORROWER:

RED ROCK TRIBAL LENDING, LLC, a limited liability company formed under the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians

By: _____
Name: Craig Mansfield
Title: Co-Manager

By: _____
Name: Michelle Allen
Title: Co-Manager

LENDER:

ALPHA CREDIT RESOURCES LLC, a Delaware limited liability company

By: _____
Name: Brian D. Jedwab
Title: President

STATE OF _____)
) ss:
COUNTY OF _____)

On the __ day of _____ in the year 20__ before me, the undersigned, personally appeared _____, personally known to me or prove to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person(s) upon behalf of which the individual(s) acted, executed the instrument.

_____
NOTARY PUBLIC

EXHIBIT 1.4(a)(iv)
FORM OF REQUEST FOR ADVANCE

[LETTERHEAD OF BORROWER]

[DATE]

Via electronic mail only

Alpha Credit Resources LLC
152 West 57th Street, 54th Floor
New York, New York 10019
Attention: Brian D. Jedwab

Re: Loan from Alpha Credit Resources LLC, to Red Rock Tribal Lending LLC, dated as of _____, 2012, in the maximum principal amount of $10,000,000.00

Ladies and Gentlemen:

The undersigned is the "Borrower" (and herein so-called) under that certain Loan and Security Agreement, dated _____, 2012 (the "Loan Agreement"), by and among Borrower and Alpha Credit Resources LLC. Capitalized terms used and not herein defined shall have the respective meanings ascribed thereto in the Loan Agreement.

Borrower hereby requests that Lender advance the amount of $_____.00, pursuant to the terms of the Loan Agreement. Borrower hereby directs that such advance be transmitted, by wire transfer, to the following account:

Bank:
ABA No.:
Account No.:
Further credit to:

To induce Lender to make the advance requested above, Borrower hereby certifies to Lender as follows:

1. All information, including without limitation, all representations, exhibits, financial statements and other materials, submitted to Lender by Borrower or any affiliate of Borrower in connection with or in support of the Loan continues to be correct and accurate as of the date hereof; and

2. Except as may have been previously disclosed to Lender in writing, there is no outstanding, pending or threatened litigation against the undersigned or affecting Borrower or any surety of any of Borrower's obligations to Lender, or the collateral for the Loan which would affect any such person or entity or said collateral in any material adverse way; and

3. Neither Borrower nor any surety of any of Borrower's obligations to Lender, has suffered or incurred any material adverse financial change since the date of the last financial statement submitted by such person or entity to Lender; and

4. Borrower has not breached any term, provision, representation, warranty, or covenant contained in any Loan Documents, each of the representations, warranties, and covenants of each such person contained in each of the Loan Documents is true and correct as of the date hereof and

5. No event or series of events has or have intervened since the date Borrower initially executed and delivered the Note, which would either individually or collectively adversely affect the collateral for the Loan in any material way.

[NO FURTHER TEXT ON THIS PAGE]

Very truly yours,

RED ROCK TRIBAL LENDING, LLC, a limited iabiity company formed under the laws of the Lac Vieux Desert Band of Lake Superior Chippewa Indians

By: _____
Name:
Title:

SCHEDULE 1.7
FORM OF CONSUMER LOAN DOCUMENTATION

See attached ___ pages.

SCHEDULE 4.14(a)
FORM OF SERVICING AGREEMENT

See attached ___ pages.

SCHEDULE 5.1(iii)
CERTAIN HOLDERS OF PERMITTED INDEBTEDNESS