



CLERK, U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT OF TEXAS

**ENTERED**

THE DATE OF ENTRY IS ON  
THE COURT'S DOCKET

The following constitutes the ruling of the court and has the force and effect therein described.

Signed September 30, 2019

  
United States Bankruptcy Judge

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

**In re:**

**THINK FINANCE, LLC, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 17-33964 (HDH)**

**(Jointly Administered)**

**ORDER (I) APPROVING THE DISCLOSURE STATEMENT; (II) ESTABLISHING PROCEDURES FOR SOLICITATION AND TABULATION OF VOTES TO ACCEPT OR REJECT THE PLAN, INCLUDING (A) APPROVING FORM AND MANNER OF SOLICITATION PROCEDURES, (B) APPROVING FORM AND NOTICE OF THE CONFIRMATION HEARING, (C) ESTABLISHING RECORD DATE AND APPROVING PROCEDURES FOR DISTRIBUTION OF SOLICITATION PACKAGES, (D) APPROVING FORMS OF BALLOTS, (E) ESTABLISHING DEADLINE FOR RECEIPT OF BALLOTS AND (F) APPROVING PROCEDURES FOR VOTE TABULATIONS; (III) ESTABLISHING DEADLINE AND PROCEDURES FOR FILING OBJECTIONS (A) TO CONFIRMATION OF THE PLAN, AND (B) TO PROPOSED CURE AMOUNTS; AND (IV) GRANTING RELATED RELIEF**

Upon the motion (the "Motion")<sup>2</sup> of the Debtors for entry of an order pursuant to sections 1125 and 1126 of the Bankruptcy Code, Bankruptcy Rules 2002, 3016, 3017, 3018 and 3020, and

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number, are: Think Finance, LLC (6762), Think Finance SPV, LLC (4522), Financial U, LLC (1850), TC Loan Service, LLC (3103), Tailwind Marketing, LLC (1602), TC Administrative Services, LLC (4558), and TC Decision Sciences, LLC (8949).

<sup>2</sup> Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to them in the Motion.

Local Rules 2002-1, 3017-1, 3018-1 and 3020-1, (i) approving the Disclosure Statement as containing “adequate information” as that term is defined in section 1125(a)(1) of the Bankruptcy Code; (ii) establishing procedures for solicitation and tabulation of votes to accept or reject the Plan including (a) approving the form and manner of the solicitation packages, (b) approving the form and manner of notice of the confirmation hearing, (c) establishing a record date and approving procedures for distributing solicitation packages, (d) approving the forms of ballots, (e) establishing the deadline for the receipt of ballots and (f) approving procedures for tabulating acceptances and rejections of the Plan; (iii) establishing the deadline and procedures for filing objections (a) to confirmation of the Plan and (b) to proposed Cure Amounts; and (iv) granting related relief, the Court finds that: (a) it has jurisdiction over the matters raised in the Motion pursuant to 28 U.S.C. §§ 157 and 1334(b); (b) this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); (c) the relief requested in the Motion is in the best interests of the Debtors’ estates and creditors; (d) proper and adequate notice of the Motion and the hearing thereon has been given and no other or further notice is necessary; and (e) upon the record herein after due deliberation thereon, good and sufficient cause exists for the granting of the relief as set forth herein. Therefore,

**IT IS HEREBY ORDERED THAT:**

1. The Motion is GRANTED.
2. The Disclosure Statement is approved as containing adequate information within the meaning of section 1125 of the Bankruptcy Code, and any objections to the adequacy of the information contained in the Disclosure Statement not otherwise consensually resolved are overruled.
3. By **September 30, 2019**, the Debtors shall mail or caused to be mailed to the Voting Parties no later than the Solicitation Date, in a medium reasonably acceptable to the Committee, a solicitation package containing: (i) written notice (the “Confirmation Hearing Notice”),

substantially in the form annexed hereto as Exhibit 1, of (a) the Court's approval of the Disclosure Statement, (b) the deadline for voting on the Plan, (c) the date of the Confirmation Hearing, and (d) the deadline and procedures for filing objections to confirmation of the Plan, which Confirmation Hearing Notice is approved; (ii) the Plan (either by paper copy or in "pdf" format on an electronic medium); (iii) the Disclosure Statement, substantially in the form approved by the Court (either by paper copy or in "pdf" format on an electronic medium); (iv) the appropriate Ballot (substantially in the form annexed hereto as Exhibits 3-a, 3-b, 3-c, 3-d, 3-e, and 3-f) and ballot return envelope; (v) a letter from the Committee urging unsecured creditors to vote in favor of the Plan if the Committee agrees to provide such a letter; and (vi) such other information as the Court may direct or approve (collectively, the "Solicitation Package"). The Solicitation Package and the manner of service of the Solicitation Package satisfies the requirements of Bankruptcy Rule 3017(d).

4. The Debtors shall mail or cause to be mailed, in a medium reasonably acceptable to the Committee, to each of the known counterparties to the Assumed Executory Contracts and Unexpired Leases and the Rejected Executory Contracts and Unexpired Leases a Confirmation Hearing Notice as well as copies of the Disclosure Statement and the Plan (either by paper copy or in "pdf" format on electronic medium).

5. The Debtors are not required to transmit a Solicitation Package to the Non-Voting Parties. By **October 4, 2019**, the Debtors shall mail or cause to be mailed to each Non-Voting Party the Non-Voting Creditor Notice substantially in the form attached hereto as Exhibit 2.

6. **August 9, 2019**, is established as the record date (the "Record Date") for the purposes of determining the Holders of Claims and Interests entitled to receive the Solicitation

Package and to vote on the Plan, and for the purpose of determining the Holders of Claims and Interests entitled to receive the Non-Voting Creditor Notice.

7. American Legal Claims Services, LLC (“ALCS”) shall tabulate the Ballots and certify to the Court the results of the balloting (in such capacity ALCS shall be referred to as the “Solicitation Agent,” the “Tabulation Agent” or the “Balloting Agent”).

8. The Debtors are permitted to dispense with the mailing of Solicitation Packages or Non-Voting Creditor Notices to addresses and entities to which the notice of the Disclosure Statement Hearing was returned by the United States Postal Service as undeliverable, unless the Debtors are provided with an accurate address.

9. The Ballots, substantially in the form annexed hereto as Exhibits 3-a, 3-b, 3-c, 3-d, 3-e, and 3-f, are hereby approved.

10. The Debtors shall file the Plan Supplement no later than **October 23, 2019** (five (5) business days before the Voting Deadline) or such later date as may be approved by the Bankruptcy Court.

11. All Ballots must be properly executed, completed and delivered to the Balloting Agent: (i) via mail at Think Finance, LLC Ballot Tabulation Center, c/o American Legal Claim Services, LLC, PO Box 23650, Jacksonville, FL 32241-3650; or (ii) via courier/hand delivery at Think Finance, LLC Ballot Tabulation Center, c/o American Legal Claim Services, LLC, 8021 Philips Hwy Ste 1, Jacksonville, FL 32256, so that the Ballots are actually received on or before **October 30, 2019, at 5:00 p.m. (prevailing Eastern Time)** (the “Voting Deadline”), unless extended by the Debtors. Ballots cast by facsimile, email or other electronic transmission will not be counted unless approved in advance by the Debtors in writing.

12. For purposes of voting on the Plan, the amount of a Claim held by a creditor shall be determined pursuant to the following guidelines:

- (a) The amount of the Claim listed in a Debtor's schedule of liabilities, provided that (i) such Claim is not scheduled as contingent, unliquidated, undetermined or disputed, and (ii) no proof of claim has been timely filed (or otherwise deemed timely filed by the Court under applicable law).
- (b) The noncontingent and liquidated amount specified in a proof of claim timely filed with the Court or ALCS (or otherwise deemed timely filed by the Court under applicable law) to the extent the proof of claim is not (i) the subject of an objection filed no later than **September 27, 2019** (the "**Vote Objection Deadline**") (or, if such Claim has been resolved pursuant to a stipulation or order entered by the Court, or otherwise resolved by the Court, the amount set forth in such stipulation or order) or (ii) subject to different treatment under the Plan.
- (c) The amount temporarily allowed for voting purposes, pursuant to (i) an order of the Bankruptcy Court pursuant to Bankruptcy Rule 3018(a) or (ii) the Plan.
- (d) Except as otherwise provided in subsection (c) hereof, with respect to Ballots cast by alleged creditors whose Claims (i) are not listed on a Debtor's schedule of liabilities, or (ii) are listed as disputed, contingent and/or unliquidated on a Debtor's schedule of liabilities, but who have timely filed proofs of claim in wholly unliquidated or unknown amounts that are not the subject of an objection filed before the Vote Objection Deadline, such Ballots shall be counted as votes in determining whether the numerosity requirement of section 1126(c) of the Bankruptcy Code has been met, and shall be counted as having a value of \$1.00 for determining whether the aggregate Claim amount requirement has been met.
- (e) Unless such individual has opted out of the Nationwide Consumer Borrower Settlement Class in accordance with the Preliminary Approval Order, ballots cast by individual Consumer Borrowers shall not be counted.

13. Unless otherwise provided in the Plan, if a creditor casts a Ballot and has timely filed a proof of claim (or has otherwise had a proof of claim deemed timely filed by the Court under applicable law), but the creditor's Claim is the subject of an objection (either generally to the applicable Claim, or solely for purposes of determining the amount of the applicable Claim for voting purposes) filed no later than the Vote Objection Deadline, the creditor's Ballot shall not be

counted, unless such Claim is temporarily allowed by the Court for voting purposes, pursuant to Bankruptcy Rule 3018(a), after a Claims Estimation Motion is brought by such creditor, notice is provided and a hearing is held at or prior to the Confirmation Hearing. Notwithstanding the foregoing, if an objection to a Claim requests that such Claim be reclassified and/or allowed in a fixed, reduced amount, such claimant's Ballot shall be counted in such reduced amount and/or as the reclassified category.

14. Creditors seeking to have a Claim temporarily allowed for purposes of voting to accept or reject the Plan pursuant to Bankruptcy Rule 3018(a) must file and serve notice of a hearing on, and a Claims Estimation Motion, no later than **October, 14, 2019**. The Court will schedule a hearing on such Claims Estimation Motion to be heard at or prior to the Confirmation Hearing. If a Claims Estimation Motion is timely filed, the Debtors shall be required to send a provisional Ballot to such claimant (unless such claimant has already been provided with a ballot).

15. The following voting procedures and standard assumptions shall be used in tabulating the Ballots:

- (a) For purposes of the numerosity requirement of section 1126(c) of the Bankruptcy Code, separate Claims held by a single creditor in a particular Class will be aggregated as if such creditor held one Claim against the Debtors in such Class, and the votes related to such Claims will be treated as a single vote to accept or reject the Plan.
- (b) Creditors must vote all of their Claims within a particular Class either to accept or reject the Plan and may not split their vote. Accordingly, a Ballot (or multiple Ballots with respect to multiple Claims within a single Class) that partially rejects and partially accepts the Plan will not be counted.
- (c) Ballots that fail to indicate an acceptance or rejection of the Plan or that indicate both acceptance and rejection of the Plan, but which are otherwise properly executed and received prior to the Voting Deadline, will not be counted.
- (d) Ballots that indicate acceptance of the Plan will be deemed as consent by such creditor to the Releases set forth in the Plan; provided, however, that a holder of a Class 4 Claim that does not cast a vote or that votes to reject the

Plan may opt to accept or reject the Releases in the Plan by indicating on the Ballot.

- (e) Only Ballots that are timely received with original signatures will be counted. Unsigned Ballots will not be counted.
- (f) Ballots postmarked prior to the Voting Deadline, but received after the Voting Deadline, will not be counted.
- (g) Ballots that are illegible, or contain insufficient information to permit the identification of the creditor, will not be counted.
- (h) Whenever a creditor casts more than one Ballot voting the same Claim prior to the Voting Deadline, the last Ballot received prior to the Voting Deadline shall be deemed to reflect the voter's intent and supersede any prior Ballots.
- (i) If a creditor simultaneously casts inconsistent duplicate Ballots, with respect to the same Claim, such Ballots shall not be counted.
- (j) Each creditor shall be deemed to have voted the full amount of its Claim. Unless otherwise ordered by the Court, questions as to the validity, form, eligibility (including time of receipt), acceptance, and revocation or withdrawal of Ballots shall be determined by the Balloting Agent and the Debtors, which determination shall be final and binding.

16. The Debtors, in consultation with the Committee and subject to contrary order of the Bankruptcy Court, may waive any defects or irregularities as to any particular Ballot at any time, either before or after the Voting Deadline; provided, however, that any such waivers shall be documented in the certification of voting results filed with the Court.

17. Any objection, comment or response to confirmation of the Plan (including any supporting memoranda) must be in writing, served on the parties identified below, and filed with the Court, together with proof of service, such that the foregoing are received by such parties and the Court on or before **October 30, 2019, at 5:00 p.m. (prevailing Central Time)**. The Court shall consider only timely filed written objections. All objections not timely filed and served in accordance with the provisions of this Motion are hereby deemed waived. Objections to

confirmation of the Plan should provide proposed language to remedy such objections and shall be served on the following parties (collectively, the “Notice Parties”):

The Debtors: (i) Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75209, Attn: Gregory G. Hesse; and (ii) Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown and Jason W. Harbour.

The Committee: (i) Cole Schotz PC, 1700 City Center Tower II, 301 Commerce Street, Fort Worth, Texas 76102, Attn: Michael D. Warner; and (ii) Cole Schotz PC, 300 East Lombard Street, Suite 1450, Baltimore, Maryland 21202, Attn: Gary H. Leibowitz.

The Office of the U.S. Trustee: Office of The United States Trustee, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, Texas 75242, Attn: Lisa L. Lambert.

18. Any party supporting the Plan shall be afforded an opportunity to file a response to any objection to confirmation of the Plan, prior to the Confirmation Hearing.

19. A hearing shall be held before this Court on **November 6, 2019, at 9:00 a.m. (prevailing Central Time)**, at the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce Street, 14th Floor, Courtroom #3, Dallas, TX 75242, or as soon thereafter as counsel may be heard, to consider confirmation of the Plan (the “Confirmation Hearing”).

20. The Confirmation Hearing may be adjourned from time to time without further notice to creditors and other parties-in-interest other than an announcement of the adjourned date at the Confirmation Hearing.

21. The following procedures are approved for establishing the Cure Amounts for the Assumed and Assigned Executory Contracts:

- (a) the Debtors will cause the *Notice of (I) Possible Assumption of Contracts and Leases, (II) Fixing of Cure Amounts, and (III) Deadline to Object Thereto* (the “Cure Notice”), in a form substantially similar to the form attached to the Proposed Order as Exhibit 4, to be served on the non-debtor parties to the Assumed and Assigned Executory Contracts and Unexpired Leases by **October 4, 2019**. Among other things, the Cure Notice shall set forth the amount that the Debtors believe must be paid in order to cure all



monetary defaults under each of the Assumed and Assigned Executory Contracts and Unexpired Leases;

- (b) the non-debtor parties to the Assumed and Assigned Executory Contracts and Unexpired Leases shall have until **October 18, 2019, at 5:00 p.m. (prevailing Central Time)** (the “Cure Objection Deadline”), which deadline may be extended in the sole discretion of the Debtors, to object (a “Cure Objection”) to the (a) Cure Amounts listed by the Debtors and to propose alternative cure amounts, and/or (b) proposed assumption and assignment of the Assumed and Assigned Executory Contracts and Unexpired Leases under the Plan; provided, however, that if the Debtors amend the Cure Notice or any related pleading that lists the Assumed and Assigned Executory Contracts and Unexpired Leases to add a contract or lease or to reduce the Cure Amount thereof, except where such reduction was based upon the mutual agreement of the parties, the non-debtor party thereto shall have at least ten (10) calendar days after service of such amendment to object thereto or to propose alternative Cure Amounts;
- (c) any party objecting to the Cure Amounts, whether or not such party previously filed a proof of claim with respect to amounts due under the applicable Assumed and Assigned Executory Contract or Unexpired Lease, or objecting to the potential assumption or assumption and assignment of such Assumed Executory Contract, shall be required to file and serve a Cure Objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Assumed and Assigned Executory Contract or Unexpired Lease and/or any and all objections to the potential assumption and assignment of such Assumed and Assigned Executory Contract or Unexpired Lease, together with all documentation supporting such cure claim or objection, upon each of the Notice Parties so that the Cure Objection is actually received by them no later than the Cure Objection Deadline. If a Cure Objection is timely filed and the parties are unable to settle such Cure Objection, the Court shall determine the amount of any disputed Cure Amounts or objection to assumption or assumption and assignment at a hearing to be held at the time of the Confirmation Hearing or such other hearing date to which the parties may mutually agree. The Debtors may, in their sole discretion, extend the Cure Objection Deadline without further notice, but are not obligated to do so; and
- (d) in the event that no Cure Objection is timely filed with respect to an Assumed and Assigned Executory Contract or Unexpired Lease, the counterparty to such Assumed and Assigned Executory Contract or Unexpired Lease shall be deemed to have consented to the assumption and assignment of the Assumed and Assigned Executory Contract or Unexpired Lease and the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors’ cure obligations under section 365 of the Bankruptcy Code or

otherwise from the Debtors or their Estates. In addition, if no timely Cure Objection is filed with respect to an Assumed and Assigned Executory Contract or Unexpired Lease, upon the Effective Date of the Plan, the Reorganized Debtors and the counterparty to such Assumed and Assigned Executory Contract or Unexpired Lease shall enjoy all of the rights and benefits under the Assumed and Assigned Executory Contract or Unexpired Lease without the necessity of obtaining any party's written consent to the Debtors' assumption and assignment of the Assumed and Assigned Executory Contract or Unexpired Lease, and such counterparty shall be deemed to have waived any right to object, consent, condition or otherwise restrict the Debtors' assumption and assignment of the Assumed and Assigned Executory Contract or Unexpired Lease.

The inclusion of an Assumed and Assigned Executory Contract in the Cure Notice is without prejudice to the Debtors' right to modify their election to assume and assign or reject such Assumed and Assigned Executory Contract prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming any such Assumed and Assigned Executory Contract assumed and assigned or rejected, and inclusion in the Cure Notice is not a final determination that any Assumed and Assigned Executory Contract will, in fact, be assumed. In addition, the inclusion of an Assumed and Assigned Executory Contract in the Cure Notice does not constitute an admission by the Debtors that the contract or lease is an executory contract or that the Debtors have any liability thereunder.

22. Prior to mailing the Disclosure Statement, Solicitation Packages, Non-Voting Creditor Notices, or the Cure Notice, the Debtors may fill in any missing dates and other information, correct any typographical errors and make such other non-material, non-substantive changes as they deem appropriate.

23. The Debtors are authorized to take all actions necessary to effectuate the relief granted pursuant to this Order.

24. This Court retains jurisdiction with respect to all matters arising from or related to the implementation of this Order.

###END OF ORDER###

Submitted by:

/s/ Gregory G. Hesse

Gregory G. Hesse (Texas Bar No. 09549419)

HUNTON ANDREWS KURTH LLP

1445 Ross Avenue

Suite 3700

Dallas, Texas 75209

Telephone: (214) 979-3000

Email: ghesse@HuntonAK.com

-and-

Tyler P. Brown (admitted *pro hac vice*)

Jason W. Harbour (admitted *pro hac vice*)

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951 East Byrd Street

Richmond, Virginia 23219

Telephone: (804) 788-8200

Email: tpbrown@HuntonAK.com

jharbour@HuntonAK.com

*Counsel to the Debtors and*

*Debtors in Possession*

**Exhibit 1**

**Confirmation Hearing Notice**

Gregory G. Hesse (Texas Bar No. 09549419)  
HUNTON ANDREWS KURTH LLP  
1445 Ross Avenue  
Suite 3700  
Dallas, Texas 75209  
Telephone: (214) 979-3000

Tyler P. Brown (admitted *pro hac vice*)  
Jason W. Harbour (admitted *pro hac vice*)  
HUNTON ANDREWS KURTH LLP  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, Virginia 23219  
Telephone: (804) 788-8200

*Counsel to the Debtors and Debtors in Possession*

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

**In re:**

**THINK FINANCE, LLC, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 17-33964 (HDH)**

**(Jointly Administered)**

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT,  
(II) DEADLINE FOR VOTING ON THE CHAPTER 11 PLAN OF THINK  
FINANCE, LLC AND ITS SUBSIDIARY DEBTORS AND DEBTORS IN  
POSSESSION, (III) HEARING TO CONSIDER CONFIRMATION OF THE PLAN,  
AND (IV) LAST DATE AND PROCEDURES FOR FILING OBJECTIONS TO  
CONFIRMATION OF THE PLAN**

TO: ALL HOLDERS OF CLAIMS IN CLASSES 3, 4, 5, 6, 7, AND 8 AND CERTAIN OTHER PARTIES

**PLEASE TAKE NOTICE THAT IF THIS NOTICE IS ACCOMPANIED BY A BALLOT, YOUR VOTE IS BEING SOLICITED IN CONNECTION WITH THE CHAPTER 11 PLAN OF REORGANIZATION OF THINK FINANCE, LLC AND ITS SUBSIDIARY DEBTORS AND DEBTORS IN POSSESSION (THE “PLAN”) FILED BY THE ABOVE-CAPTIONED DEBTORS AND DEBTORS-IN-POSSESSION (COLLECTIVELY, THE “DEBTORS”). YOU SHOULD CAREFULLY REVIEW THE MATERIAL SET FORTH IN THE DISCLOSURE STATEMENT (AND IN THE EXHIBIT ATTACHED THERETO) IN ORDER TO MAKE AN INDEPENDENT DETERMINATION AS TO WHETHER TO VOTE TO ACCEPT OR REJECT THE PLAN.**

**THE DEBTORS RECOMMEND THAT YOU VOTE TO ACCEPT THE PLAN.**

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Think Finance, LLC (6762), Think Finance SPV, LLC (4522), Financial U, LLC (1850), TC Loan Service, LLC (3103), Tailwind Marketing, LLC (1602), TC Administrative Services, LLC (4558), and TC Decision Sciences, LLC (8949).

**APPROVAL OF DISCLOSURE STATEMENT**

PLEASE TAKE FURTHER NOTICE that, by Order dated [ ], 2019 (the “Disclosure Statement Order”), the United States Bankruptcy Court for the Northern District of Texas (the “Court”) approved the *Disclosure Statement Accompanying First Amended Joint Chapter 11 Plan of Think Finance, LLC and its Subsidiary Debtors and Debtors In Possession*, dated August 2, 2019 (the “Disclosure Statement”), as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”).

**DEADLINE FOR VOTING ON THE PLAN**

PLEASE TAKE FURTHER NOTICE that, pursuant to the Disclosure Statement Order, the Court established **October 30, 2019, at 5:00 p.m. prevailing Eastern Time** (the “Voting Deadline”) as the deadline by which Ballots<sup>2</sup> accepting or rejecting the Plan must be actually received. To be counted, your original signed Ballot (a Ballot to be completed by you may be enclosed herewith) must actually be received on or before the Voting Deadline by American Legal Claim Services LLC (the “Balloting Agent”): (i) if sent via mail, at Think Finance, LLC Ballot Tabulation Center, c/o American Legal Claim Services, LLC, PO Box 23650, Jacksonville, FL 32241-3650; or (ii) if sent via courier/hand delivery, at Think Finance, LLC Ballot Tabulation Center, c/o American Legal Claim Services, LLC, 8021 Philips Hwy Ste 1, Jacksonville, FL 32256. Ballots received by facsimile, e-mail or other means of electronic transmission will not be counted.

**CONFIRMATION HEARING**

PLEASE TAKE FURTHER NOTICE that on **November 6, 2019, at 9:00 a.m. prevailing Central Time** or as soon thereafter as counsel may be heard, a hearing will be held before the Honorable Harlin D. Hale, at the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce Street, 14th Floor, Courtroom #3, Dallas, TX 75242 to consider confirmation of the Plan, as the same may be further amended or modified, and for such other and further relief as may be just and proper (the “Confirmation Hearing”).

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing may be adjourned from time to time by the Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing. Additionally, the Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

**RELEASE, INJUNCTION AND EXCULPATION PROVISIONS CONTAINED IN PLAN**

**PLEASE TAKE FURTHER NOTICE THAT THE PLAN CONTAINS CERTAIN RELEASE, INJUNCTION AND EXCULPATION PROVISIONS. YOU ARE ADVISED TO CAREFULLY REVIEW AND CONSIDER THE PLAN, INCLUDING THE RELEASE, INJUNCTION AND EXCULPATION PROVISIONS, AS YOUR RIGHTS MAY BE AFFECTED.**

**DEADLINE AND PROCEDURES FOR OBJECTIONS TO CONFIRMATION OF THE PLAN**

PLEASE TAKE FURTHER NOTICE that objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, must be filed with the Clerk of the United States Bankruptcy Court of the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce St., Rm. 1254,

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<sup>2</sup> Unless otherwise defined herein, all capitalized terms shall have the meanings given to them in the Plan.

Dallas, TX 75242-1496 together with proof of service, and shall state the name and address of the objector, all grounds for the objection and the amount of the Claim(s) or other Interest(s) held by the objector, and shall provide proposed language to remedy such objections. Any such objection must be filed with the Court and served so that it is actually received by the Court, the following parties, and all other parties requesting or entitled to receive notice in these cases, on or before **October 30, 2019, at 5:00 p.m. prevailing Central Time:**

The Debtors: (i) Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75209, Attn: Gregory G. Hesse; and (ii) Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown and Jason W. Harbour.

The Committee: (i) Cole Schotz PC, 1700 City Center Tower II, 301 Commerce Street, Fort Worth, Texas 76102, Attn: Michael D. Warner; and (ii) Cole Schotz PC, 300 East Lombard Street, Suite 1450, Baltimore, Maryland 21202, Attn: Gary H. Leibowitz.

The Office of the U.S. Trustee: Office of The United States Trustee, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, Texas 75242, Attn: Lisa L. Lambert.

**COPIES OF THE PLAN AND THE DISCLOSURE STATEMENT**

PLEASE TAKE FURTHER NOTICE that to the extent not enclosed herewith, copies of the Plan and the Disclosure Statement have been filed with the Bankruptcy Court and may be viewed at no charge at <https://www.americanlegal.com/tf> or for a fee via PACER at <http://www.txnb.uscourts.gov/>, or may be obtained at no charge by writing to the Balloting Agent.

DATED: \_\_\_\_\_, 2019

/s/ Gregory G. Hesse  
Gregory G. Hesse (Texas Bar No. 09549419)  
HUNTON ANDREWS KURTH LLP  
1445 Ross Avenue  
Suite 3700  
Dallas, Texas 75209  
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-and-

Tyler P. Brown (admitted *pro hac vice*)  
Jason W. Harbour (admitted *pro hac vice*)  
HUNTON ANDREWS KURTH LLP  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, Virginia 23219  
Telephone: (804) 788-8200  
Email: tpbrown@HuntonAK.com  
jharbour@HuntonAK.com

*Counsel to the Debtors and Debtors in Possession*

**Exhibit 2**

**Non-Voting Notice**



Gregory G. Hesse (Texas Bar No. 09549419)  
HUNTON ANDREWS KURTH LLP  
1445 Ross Avenue  
Suite 3700  
Dallas, Texas 75209  
Telephone: (214) 979-3000

Tyler P. Brown (admitted *pro hac vice*)  
Jason W. Harbour (admitted *pro hac vice*)  
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951 East Byrd Street  
Richmond, Virginia 23219  
Telephone: (804) 788-8200

*Counsel to the Debtors and Debtors in Possession*

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

**In re:**

**THINK FINANCE, LLC, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 17-33964 (HDH)**

**(Jointly Administered)**

**NOTICE OF (I) APPROVAL OF DISCLOSURE STATEMENT, (II) HEARING TO  
CONSIDER CONFIRMATION OF THE PLAN, AND (III) LAST DATE AND  
PROCEDURES FOR FILING OBJECTIONS TO CONFIRMATION OF THE PLAN**

TO: ALL HOLDERS OF ADMINISTRATIVE CLAIMS, PROFESSIONAL CLAIMS, PRIORITY TAX CLAIMS, AND CLAIMS AND INTERESTS IN CLASSES 1 AND 2.

**APPROVAL OF DISCLOSURE STATEMENT**

PLEASE TAKE FURTHER NOTICE that, by Order dated [ ], 2019 (the “Disclosure Statement Order”), the United States Bankruptcy Court for the Northern District of Texas (the “Court”) approved the *Disclosure Statement Accompanying First Amended Joint Chapter 11 Plan of Think Finance, LLC and its Subsidiary Debtors and Debtors In Possession*, dated August 2, 2019 (the “Disclosure Statement”), as containing adequate information within the meaning of section 1125 of title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”).

**CONFIRMATION HEARING**

PLEASE TAKE FURTHER NOTICE that on **November 6, 2019, at 9:00 a.m. prevailing Central Time** or as soon thereafter as counsel may be heard, a hearing will be held before the Honorable Harlin D. Hale, at the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce Street, 14th Floor, Courtroom #3, Dallas, TX 75242 to consider confirmation of the Plan, as the same may be

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Think Finance, LLC (6762), Think Finance SPV, LLC (4522), Financial U, LLC (1850), TC Loan Service, LLC (3103), Tailwind Marketing, LLC (1602), TC Administrative Services, LLC (4558), and TC Decision Sciences, LLC (8949).

further amended or modified, and for such other and further relief as may be just and proper (the “Confirmation Hearing”).

PLEASE TAKE FURTHER NOTICE that the Confirmation Hearing may be adjourned from time to time by the Court without further notice except for an announcement of the adjourned date made at the Confirmation Hearing. Additionally, the Plan may be modified in accordance with the Bankruptcy Code, the Federal Rules of Bankruptcy Procedure and other applicable law, without further notice, prior to or as a result of the Confirmation Hearing.

### **CLASSES OF CLAIMS AND INTERESTS NOT ENTITLED TO VOTE**

PLEASE TAKE FURTHER NOTICE that, in accordance with the terms of the Plan and the Bankruptcy Code, (i) Holders of Administrative Claims, Professional Claims, Priority Tax Claims, and Claims in Classes 1 and 2 are unimpaired, are conclusively presumed to have accepted the Plan and, thus, are not entitled to vote on the Plan. Only the Holders of impaired Claims in Classes 3, 4, 5, 6, 7, and 8 are entitled to vote to accept or to reject the Plan. You have been sent this notice because you may be a Holder of an Administrative Claim, a Professional Claim, a Priority Tax Claim, or a Claim or Interest in Classes 1 or 2.

### **SUMMARY OF PLAN TREATMENT OF CLAIMS AND INTERESTS**

PLEASE TAKE FURTHER NOTICE that the Plan proposes to modify the rights of certain creditors and equity securities holders of all of the Debtors (collectively, the “Debtors”). The Plan establishes the following classes of Claims and Interests with the following treatment:<sup>2</sup>

#### **Unclassified - Administrative Claims**

Unless otherwise agreed to by the holder of an Allowed Administrative Claim and the Debtors, or the Litigation Trustee on or after the Effective Date, each holder of an Allowed Administrative Claim (other than holders of Professional Claims and Claims for fees and expenses pursuant to section 1930 of chapter 123 of title 28 of the United States Code) will receive in full and final satisfaction of its Administrative Claim an amount of Cash from the Administrative and Priority Claim Reserve equal to the amount of such Allowed Administrative Claim either: (a) if an Administrative Claim is Allowed on or prior to the Effective Date, on the Effective Date or as soon as reasonably practicable thereafter (or, if not then due, when such Allowed Administrative Claim is due or as soon as reasonably practicable thereafter); (b) if such Administrative Claim is not Allowed as of the Effective Date, no later than 30 days after the date on which an order Allowing such Administrative Claim becomes a Final Order, or as soon as reasonably practicable thereafter; (c) if such Allowed Administrative Claim is based on liabilities incurred by the Debtors in the ordinary course of their business after the Petition Date in accordance with the terms and conditions of the particular transaction giving rise to such Allowed Administrative Claim without any further action by the holders of such Allowed Administrative Claim; (d) at such time and upon such terms as may be agreed upon by such holder and the Debtors or the Litigation Trustee, as applicable, in consultation with the Consenting Stakeholders; or (e) at such time and upon such terms as set forth in an order of the Bankruptcy Court.

All requests for allowance and payment of an Administrative Claim, other than Professional Claims and the Substantial Contribution Claims, must be filed with the Bankruptcy Court and served on counsel

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<sup>2</sup> For a complete description of the Plan provisions, reference should be made to the Plan and Disclosure Statement, copies of which can be obtained by the methods described at the end of this Notice. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Plan.

for the Debtors or the Reorganized Debtors, as applicable, or the Litigation Trustee on or after the Effective Date, by no later than the Administrative Claims Bar Date. In the event that any party to an Administrative Claim on or before the Administrative Claims Objection Deadline, the Bankruptcy Court shall determine the allowed amount of such Administrative Claim.

#### **Unclassified - Professional Claims**

All requests for payment of Professional Claims for services rendered and reimbursement of expenses incurred prior to the Effective Date must be filed and served in accordance with the Compensation Procedures approved by the Bankruptcy Court no later than 45 days after the Effective Date. The Bankruptcy Court shall determine the Allowed amounts of such Professional Claims after notice and a hearing in accordance with the procedures established by the Bankruptcy Code. Allowed Professional Claims for services rendered prior to the Effective Date shall be paid in Cash in the amount the Bankruptcy Court allows from the Professional Fee Escrow, which shall be held in trust for the Professionals and funded with Cash equal to the Professional Fee Estimate on or before the Effective Date. Claims for any post-Effective Date services by Professionals shall be submitted to the Litigation Trustee and paid in the ordinary course, but in no event later than fourteen (14) days after their submission. Professionals shall deliver to the Debtors their estimates for purposes of computing the Professional Fee Estimate no later than five (5) Business Days prior to the anticipated Effective Date. For the avoidance of doubt, no such estimate shall be deemed to limit the amount of the fees and expenses that are the subject of a Professional's final request for payment of Professional Claims filed with the Bankruptcy Court. If a Professional does not provide an estimate, the Debtors may estimate the unpaid fees and expenses of such Professional. Any funds remaining in the Professional Fee Escrow after all Professional Claims have been paid will be deposited into the Litigation Trust for use in accordance with this Plan.

Notwithstanding the foregoing, after May 1, 2019, the Debtors shall not pay (i) the Committee's Professionals more than a total of \$1.4 million; or (ii) the Debtors' Professionals more than a total of \$1.4 million; provided, however, that such caps do not apply to fees and expenses incurred in connection with work performed on unexpected extraordinary matters unrelated to obtaining approval of the Term Sheet, confirmation of the Plan, or related ordinary matters concerning concluding these Chapter 11 Cases. Provided that the Effective Date occurs, no Settling Party shall object to any fees or expenses paid, in accordance with the interim compensation procedures approved by the Bankruptcy Court, prior to May 1, 2019, to the Professionals identified in (i) or (ii) above. The foregoing limitation shall not apply to any Professionals retained pursuant to the *Order (I) Approving Procedures for the Retention and Compensation of Ordinary Course Professionals, Including, but not Limited to, Expert Witnesses and (II) Authorizing Payment of a Prepetition Claim of a Certain Critical Ordinary Course Professional* [Doc.No. 318].

From and after the Effective Date, any requirement that Professionals comply with sections 327 through 331 and 1103 of the Bankruptcy Code in seeking retention or compensation for services rendered after such date shall terminate. For the avoidance of doubt, the Reorganized Debtors and the Litigation Trustee may employ and pay any professionals in the ordinary course of business without any further notice to or action, order, or approval of the Bankruptcy Court. Any professionals employed by (i) the Reorganized Debtors shall be paid from funds in or generated by the Reorganized Debtors, and (ii) the Litigation Trustee shall be paid from the funds in or generated by the Litigation Trust; and not from the Professional Fee Escrow.

#### **Unclassified – Priority Tax Claims**

Each holder of an Allowed Priority Tax Claim due and payable on or before the Effective Date shall receive on the Effective Date payment in Cash from the Administrative and Priority Claim Reserve in an amount equal to the amount of such Allowed Priority Tax Claim or, as determined by the Debtors in consultation with the Committee, regular installment payments from the Litigation Trustee of a total value, as of the Effective Date, equal to the amount of the Allowed Priority Tax Claim as provided in section 1129(a)(9)(c) of the Bankruptcy Code. To the extent any Allowed Priority Tax Claim is not due and owing on the Effective Date, such Claim shall be paid in full in Cash from the Administrative and Priority Claim Reserve in accordance with the terms of any agreement between the Debtors or the Litigation Trustee, as applicable, and the holder of such Claim, or as may be due and payable under applicable non-bankruptcy law, or in the ordinary course of business. The Debtors are not aware of any Priority Tax Claims that in the aggregate total in excess of \$100. Notwithstanding the foregoing, the Plan shall be deemed to be an objection to any penalty asserted as a Priority Tax Claim arising with respect to or in connection with any Allowed Priority Tax Claims.

**Class 1 - Priority Non-Tax Claims**

- (1) *Classification:* Class 1 consists of any Priority Non-Tax Claims against any Debtor.
- (2) *Treatment:* Each holder of an Allowed Class 1 Claim shall receive Cash from the Administrative and Priority Claim Reserve in an amount equal to such Allowed Class 1 Claim.
- (3) *Voting:* Class 1 is Unimpaired. Holders of Allowed Class 1 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 1 Claims are not entitled to vote to accept or reject the Plan.

**Class 2 – Other Secured Claims**

- (1) *Classification:* Class 2 consists of any Other Secured Claims against any Debtor.
- (2) *Treatment:* Each holder of an Allowed Class 2 Claim shall receive, as the Debtors determine in consultation with the Consenting Stakeholders:
  - A. payment in full in Cash of its Allowed Class 2 Claim, including any accrued and unpaid interest, fees, and expenses as may be required to be paid;
  - B. the collateral securing its Allowed Class 2 Claim; or
  - C. such other treatment rendering its Allowed Class 2 Claim Unimpaired in accordance with section 1124 of the Bankruptcy Code.
- (3) *Voting:* Class 2 is Unimpaired. Holders of Allowed Class 2 Claims are conclusively presumed to have accepted the Plan under section 1126(f) of the Bankruptcy Code. Holders of Allowed Class 2 Claims are not entitled to vote to accept or reject the Plan.

**Class 3 – GPLS Claims**

- (1) *Classification:* Class 3 consists of the GPLS Claims asserted against the Debtors.
- (2) *Treatment:* Each Allowed Class 3 Claim shall be allowed and treated in accordance with the applicable provisions of the Plan in full and final satisfaction of such Claim. For the avoidance of doubt, holders of Allowed Class 3 Claims shall not receive any Distribution under the Plan or retain any lien or interest in the assets of the Estates.
- (3) *Voting:* Class 3 is Impaired. Holders of Allowed Class 3 Claims are entitled to vote to accept or reject the Plan.

**Class 4 – General Unsecured Claims**

- (1) *Classification:* Class 4 consists of any General Unsecured Claims and any Opt-Out Consumer Borrower Claims against any Debtor.
- (2) *Treatment:* Each holder of an Allowed Class 4 Claim shall receive a cash Distribution equal to its pro rata share of the General Unsecured Claims Cash Pool.
- (3) *Voting:* Class 4 is Impaired. Holders of Allowed Class 4 Claims are entitled to vote to accept or reject the Plan.

**Class 5 – Consumer Borrower Claims**

- (1) *Classification:* Class 5 consists of a single class claim of the Nationwide Consumer Borrower Settlement Class.
- (2) *Treatment:* The Consumer Borrower Settlement Class Claim shall be treated in accordance with the Section 3.6 of the Plan.
- (3) *Voting:* Class 5 is Impaired. The Nationwide Consumer Borrower Settlement Class Representatives are entitled to submit a single vote to accept or reject the Plan on behalf of the Nationwide Consumer Borrower Settlement Class.

**Class 6 – Pennsylvania Regulatory Claims**

- (1) *Classification:* Class 6 consists of a single claim of Pennsylvania.
- (2) *Treatment:* In full satisfaction of the Pennsylvania Regulatory Claim, the Pennsylvania AG shall be allowed an unsecured Claim in the amount of \$200 million, temporarily for voting purposes in accordance with Bankruptcy Rule 3018(a). A single claim of the Pennsylvania AG shall be an allowed unsecured claim solely for distribution purposes under the Plan, provided that such allowed claim and all proofs of claim filed by the Pennsylvania AG shall be resolved and satisfied for all purposes pursuant to: (i) the treatment of the Pennsylvania Borrowers as members of the Nationwide Consumer Borrower Settlement Class (Tier 1 treatment); (ii) the Class Action Injunction and Other Relief sections of the Plan concerning Pennsylvania that are contained in Section 4.14 of this Plan; and (iii) the Pennsylvania Borrower Additional Amount; (iv) any additional funds the Pennsylvania AG is entitled to as Unclaimed Distributions; and (v) the treatment

of the Pennsylvania AG Administrative Expense Claim. The Pennsylvania AG shall further receive \$2.0 million from the Escrow Account.

- (3) *Voting:* Class 6 is Impaired. The Pennsylvania AG is entitled to vote to accept or reject the Plan.

#### **Class 7 – CFPB Regulatory Claim**

- (1) *Classification:* Class 7 consists of a single claim of the CFPB.
- (2) *Treatment:* In full satisfaction of the CFPB Regulatory Claim, the CFPB shall be allowed a Claim for voting purposes only in accordance with Bankruptcy Rule 3018(a), but shall not receive any Cash Distribution under the Plan on account of the CFPB Regulatory Claim. All proofs of claim filed by the CFPB shall be resolved and satisfied for all purposes pursuant to (i) the treatment of the members of the Nationwide Consumer Borrower Settlement Class; (ii) the allowance of the CFPB Administrative Expense Claim and (iii) the relief provided in the CFPB Consent Order.
- (3) *Voting:* Class 7 is Impaired. The CFPB is entitled to vote to accept or reject the Plan.

#### **Class 8 – Equity Interests**

- (1) *Classification:* Class 8 consists solely of Equity Interests in Think Finance, LLC, which are held by TF Holdings.
- (2) *Treatment:* TF Holdings shall have its Equity Interests in Think Finance, LLC cancelled on the Effective Date and shall receive all equity interests in the Reorganized Debtors, which shall receive the Reorganized Debtor Assets.
- (3) *Voting:* Class 8 is Impaired. TF Holdings is entitled to vote to accept or reject the Plan.

PLEASE TAKE FURTHER NOTICE that the Plan contains the injunction, release and exculpation provisions set forth below:

#### **9.2 Discharge of Claims and Termination of Interests.**

**The Reorganized Debtors shall receive the benefit of any and all discharges under the Plan. On and after the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, the Reorganized Debtors may operate their business and may use, acquire or dispose of property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.**

**As discussed in detail in the Disclosure Statement and otherwise provided herein, pursuant to Section 1123 of the Bankruptcy Code, and in consideration for the classification, Distributions, releases and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Equity Interests and controversies related to the contractual, legal and equitable rights that a holder of a Claim or Equity**

Interest may have in respect of such Claim or Equity Interest. All Distributions made to holders of Allowed Claims in any Class are intended to, and shall be, final.

Except as otherwise provided for herein and effective as of the Effective Date pursuant to section 1141(d) of the Bankruptcy Code: (a) the rights afforded in the Plan and the treatment of all Claims, Equity Interests, and Causes of Action that arose before the Effective Date shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (b) the Plan shall bind all holders of Claims and Equity Interests, whether known or unknown, notwithstanding whether any such holder has filed a Proof of Claim or Equity Interest or has failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code, regardless of whether a Proof of Claim or Equity Interest with respect thereto was filed, whether the Claim or Equity Interest is Allowed, or whether the holder thereof votes to accept the Plan or is entitled to receive a Distribution hereunder; and (d) all Entities shall be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, the Litigation Trustee, their successors and assigns, and their assets and properties any other Claims or Equity Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

All Equity Interests shall be cancelled, disallowed, released, and extinguished as of the Effective Date, or as of such later date to facilitate execution of the consent order that has been agreed upon between the Debtors and the CFPB, and will be of no further force or effect; *provided, however*, that TF Holdings shall be the direct or indirect parent of the Reorganized Debtors.

### 9.3 Releases by the Debtors.

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtors and their Estates from any and all Causes of Action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Equity Interest in, a Debtor or other Entity, based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' businesses, business practices or operations, the Debtors' capital structure, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Term Sheet, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Term Sheet, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, nothing herein shall be deemed to release any of the Causes of Action being transferred to the Litigation Trust or any of the obligations or assets included in the Reorganized Debtor Assets.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of this Article 9.3, which includes by reference each of the related provisions and definitions contained in the Plan, *and further*, shall constitute the Bankruptcy Court's finding that this Article 9.3 is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Debtor Release; (3) in the best interests of the Debtors and all holders of Claims and Equity Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, the Debtors' Estates, and the Litigation Trustee asserting any claim or Cause of Action released pursuant to this Article 9.3.

**9.4 Releases by Members of the Nationwide Consumer Borrower Settlement Class.**

As of the Effective Date, each member of the Nationwide Consumer Borrower Settlement Class is deemed to have released and discharged each Released Party from any and all Claims and Non-Estate Causes of Action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, (a) the Claims, alleged facts and Non-Estate Causes of Action asserted or that could have been asserted against any of the Released Parties in any Non-Estate Cause of Action prior to the Effective Date, including the Pending Litigation, and (b) any current or newly asserted Claim or Non-Estate Cause of Action against the Released Parties arising from or related to the Debtors' business activities or operations prior to the Effective Date or the Released Parties' actual or alleged, direct or indirect, involvement in consumer lending directly or indirectly involving the Debtors prior to the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations in connection with the Class Action Injunctive and Other Relief or any rights or obligations in connection with the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of this Article 9.4, which includes by reference each of the related provisions and definitions contained in the Plan, *and further*, shall constitute the Bankruptcy Court's finding that this Article 9.4 is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released in this Article 9.4; (3) in the best interests of the Debtors and all holders of Claims and Equity Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any Persons from asserting any Claim or Cause of Action released pursuant to this Article 9.4.

**9.5 Releases by the Releasing Parties.**

Except as otherwise provided in Section 9.11, as of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all Claims and Non-Estate Causes of Action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' business activities or operations prior to the Effective Date, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Term Sheet, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the



pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including without limitation, (a) the Claims, alleged facts and Non-Estate Causes of Action asserted or that could have been asserted against any of the Released Parties in the Pending Litigation or any other Non-Estate Cause of Action prior to the Effective Date, and (b) any current or newly asserted claim or Non-Estate Cause of Action against the Released Parties arising from or related to the Debtors' business activities or operations prior to the Effective Date or the Released Parties' actual or alleged, direct or indirect, involvement in consumer lending directly or indirectly involving the Debtors prior to the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations in connection with the Class Action Injunctive and Other Relief or any rights or obligations in connection with the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding anything to the contrary in the foregoing or stated anywhere else herein, the CFPB does not release any Claims or Non-Estate Causes of Action against Cortex or Jora except for Claims and Non-Estate Causes of Action arising from or in connection with the Debtors' activities alleged in the amended complaint in the CFPB litigation in which Cortex also participated. Notwithstanding anything to the contrary in the foregoing or state anywhere else herein, the CFPB does not release any Claims or Non-Estate Causes of Action against Katten Muchin Rosenmann LLP.

#### **9.6 Exculpation.**

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Claim, Cause of Action or Non-Estate Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of related prepetition transactions, the Term Sheet, the Consumer Litigation Settlement, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

#### **9.7 Injunction.**

Except as otherwise provided herein or for obligations issued pursuant hereto, all Entities that have held, hold, or may hold Claims or Equity Interests that have been released pursuant to Article 9.4 or Article 9.5, discharged pursuant to Article 9.2, or are subject to exculpation pursuant to Article 9.6 are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, and the Released

**Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Equity Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Persons on account of or in connection with or with respect to any such Claims or Equity Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Persons or the property or Estates of such Persons on account of or in connection with or with respect to any such Claims or Equity Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Persons or against the property or Estates of such Persons on account of or in connection with or with respect to any such Claims or Equity Interests unless such holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Equity Interests released, exculpated, or settled pursuant to the Plan.**

#### **9.11 Releases.**

Upon the Effective Date, the Releases shall become fully enforceable and effective, except for (i) the releases from the Pennsylvania AG, which shall become effective upon entry of the order(s) contemplated by the Term Sheet settling the Pennsylvania Litigation (the forms of which order(s) and agreement(s) shall be mutually acceptable by and among the parties thereto and set forth in a Plan Supplement), (ii) the releases from the CFPB, which shall become effective upon entry of the order(s) contemplated by the Term Sheet, including the consent order at Annex D attached to the Term Sheet (and as Exhibit D to the Disclosure Statement), settling the CFPB Litigation, and (iii) except for the effectiveness of the releases from the Pennsylvania AG and the CFPB as set forth in (i) and (ii) above, the releases to the GPLS Secured Parties shall become effective upon the occurrence of the Effective Date and the applicable transfer(s) from the GPLS Holdback Account as set forth in the Term Sheet.

#### **DEADLINE AND PROCEDURES FOR OBJECTIONS TO CONFIRMATION OF THE PLAN**

PLEASE TAKE FURTHER NOTICE that objections, if any, to confirmation of the Plan, including any supporting memoranda, must be in writing, must be filed with the Clerk of the United States Bankruptcy Court of the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce St., Rm. 1254, Dallas, TX 75242-1496 together with proof of service, and shall state the name and address of the objector, all grounds for the objection and the amount of the Claim(s) or other Interest(s) held by the objector, and shall provide proposed language to remedy such objections. Any such objection must be filed with the Court and served so that it is actually received by the Court, the following parties, and all other parties requesting or entitled to receive notice in these cases, on or before **October 30, 2019, at 5:00 p.m. prevailing Central Time:**

The Debtors: (i) Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75209, Attn: Gregory G. Hesse; and (ii) Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown and Jason W. Harbour.

The Committee: (i) Cole Schotz PC, 1700 City Center Tower II, 301 Commerce Street, Fort Worth, Texas 76102, Attn: Michael D. Warner; and (ii) Cole Schotz PC, 300 East Lombard Street, Suite 1450, Baltimore, Maryland 21202, Attn: Gary H. Leibowitz.

The Office of the U.S. Trustee: Office of The United States Trustee, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, Texas 75242, Attn: Lisa L. Lambert.

**COPIES OF THE PLAN AND THE DISCLOSURE STATEMENT**

PLEASE TAKE FURTHER NOTICE that to the extent not enclosed herewith, copies of the Plan and the Disclosure Statement have been filed with the Bankruptcy Court and may be viewed at no charge at <https://www.americanlegal.com/tf> or for a fee via PACER at <http://www.txnb.uscourts.gov/>, or may be obtained at no charge by writing to Think Finance, LLC, c/o American Legal Claim Services, LLC, PO Box 23650, Jacksonville, FL 32241-3650.

DATED: \_\_\_\_\_, 2019

/s/ Gregory G. Hesse  
Gregory G. Hesse (Texas Bar No. 09549419)  
HUNTON ANDREWS KURTH LLP  
1445 Ross Avenue  
Suite 3700  
Dallas, Texas 75209  
Telephone: (214) 979-3000  
Email: ghesse@HuntonAK.com

-and-

Tyler P. Brown (admitted *pro hac vice*)  
Jason W. Harbour (admitted *pro hac vice*)  
HUNTON ANDREWS KURTH LLP  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, Virginia 23219  
Telephone: (804) 788-8200  
Email: tpbrown@HuntonAK.com  
jharbour@HuntonAK.com

*Counsel to the Debtors and Debtors in Possession*

**Exhibit 3-a**

**Ballot for Class 3 (GPLS Claims)**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.**

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

**In re:**

**THINK FINANCE, LLC, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 17-33964 (HDH)**

**(Jointly Administered)**

**BALLOT FOR HOLDERS OF GPLS CLAIMS FOR ACCEPTING OR  
REJECTING THE CHAPTER 11 PLAN OF THINK FINANCE, LLC AND ITS  
SUBSIDIARY DEBTORS AND DEBTORS IN POSSESSION**

This ballot (the “Ballot”) is being sent to parties holding Claims<sup>2</sup> in Class 3 against one or more of the Debtors (the “GPLS Claims”). If you hold Claims in other Classes in which you are entitled to vote, you will receive a Ballot for each such other Class.

On [ ], 2019, the United States Bankruptcy Court for the Northern District of Texas (the “Court”) signed an order (the “Solicitation Order”), which approved the *Disclosure Statement Accompanying First Amended Joint Chapter 11 Plan of Think Finance, LLC and its Subsidiary Debtors and Debtors In Possession*, dated August 2, 2019 (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Disclosure Statement”) regarding the *First Amended Chapter 11 Plan of Think Finance, LLC and Its Subsidiary Debtors and Debtors-in-Possession* (as the same may be further amended or modified, the “Plan”) and which established certain procedures for the solicitation and tabulation of votes to accept or reject the Plan. Please use this Ballot to cast your vote to accept or reject the Plan, which is proposed by the above-captioned debtors and debtors-in-possession (collectively the “Debtors”). Any party may request, at the Debtors’ expense, hard copies of the Disclosure Statement, together with the Plan and other exhibits annexed thereto, from the Balloting Agent. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of GPLS Claims and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against,

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Think Finance, LLC (6762), Think Finance SPV, LLC (4522), Financial U, LLC (1850), TC Loan Service, LLC (3103), Tailwind Marketing, LLC (1602), TC Administrative Services, LLC (4558), and TC Decision Sciences, LLC (8949).

<sup>2</sup> Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Plan.

the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements under section 1129(b) of the Bankruptcy Code.

**THIS BALLOT IS TO BE USED BY HOLDERS OF CLASS 3 GPLS CLAIMS. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE TO THE AGENT SUPERVISING THE SOLICITATION, TABULATION, AND BALLOTING PROCESS (THE “BALLOTING AGENT”). THE VOTING DEADLINE IS 5:00 P.M. PREVAILING EASTERN TIME ON OCTOBER 30, 2019.**

**ITEM 1. CLASS 3 (GPLS CLAIMS) VOTE. The Holder of the GPLS Claim that relates to this Ballot votes:**

to ACCEPT the Plan  to REJECT the Plan

**A VOTE TO ACCEPT THE PLAN CONSTITUTES AN ACCEPTANCE AND CONSENT TO THE THIRD PARTY RELEASE SET FORTH IN ARTICLE 9.5 OF THE PLAN.**

**ANY BALLOT WHICH INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.**

**ITEM 2. CERTIFICATION. By signing this Ballot, the Holder of the GPLS Claim certifies that it:**

- A. is the Holder of the GPLS Claim to which this Ballot pertains;**
- B. has been provided with a copy of the Plan and the Disclosure Statement and that it acknowledges that the vote set forth on this Ballot is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement;**
- C. has full power and authority to vote to accept or reject the Plan; and**
- D. has not submitted any other Ballots relating to the GPLS Claims that are inconsistent with the vote or election as set forth in this Ballot or that, as limited by the terms of the Solicitation Order and the instructions attached hereto, if such other Ballots were previously submitted, they either have been or are hereby revoked or changed to reflect the vote or election set forth herein.**

Name: \_\_\_\_\_  
(Print or Type)

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

No fees, commissions or other remuneration will be payable to any broker, dealer or other person for soliciting votes on the Plan. This Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan or to elect to accept or reject the releases in Article 9.5 of the Plan. Holders should not surrender, at this time, certificates representing their securities. The Balloting Agent will not accept delivery of any such certificates surrendered together with a Ballot. Moreover, this Ballot shall not constitute or be deemed to be a proof of claim or equity interest or an assertion of a claim or equity interest.

**YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT, BY 5:00 P.M. EASTERN TIME ON OCTOBER 30, 2019, OR YOUR VOTE WILL NOT BE COUNTED. FACSIMILE OR OTHER MEANS OF ELECTRONIC TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**

### VOTING INSTRUCTIONS

All capitalized terms used in the ballot (the “Ballot”) or these instructions but not otherwise defined therein shall have the meanings ascribed to them in the Plan.

Please read and follow these instructions carefully. You must transmit this Ballot to the Balloting Agent by no later than 5:00 p.m. prevailing Eastern Time on **October 30, 2019**, unless such time is extended (the “Voting Deadline”), or your Ballot will not be counted.

In order for your vote to count, you must:

- Cast ONE vote to accept or reject the Plan by checking the proper box in Item 1;
- Review the certifications in Item 2;
- Sign the Ballot – Your original signature is required on the Ballot in order for your vote to count;
- If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and provide proof of your authorization to so sign. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot; and
- Return the completed Ballot to the Balloting Agent in the pre-addressed stamped envelope enclosed with this Ballot.

If you believe you received the wrong form of Ballot, or if you need additional Ballots, please immediately contact the Balloting Agent.

If multiple Ballots are received from the same person with respect to the same Claims or Interests prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballot. However, if a Holder of Claims or Interests casts Ballots received by the Balloting Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

Properly executed Ballots that attempt to partially accept and partially reject the Plan will not be counted.

After the Voting Deadline, no Ballot may be withdrawn or modified without the prior consent of the Debtors.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of a Claim or Interest.



If you hold Claims or Interests in more than one Class under the Plan, you may receive more than one Ballot for each different Class. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you receive.

**PLEASE MAIL YOUR BALLOT PROMPTLY. FACSIMILE OR OTHER ELECTRONIC (INCLUDING E-MAIL) TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**

**FOR PURPOSES OF RETURNING YOUR BALLOT, THE ADDRESS OF THE BALLOTING AGENT IS: (I) IF SENT VIA MAIL, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, PO BOX 23650, JACKSONVILLE, FL 32241-3650; OR (II) IF SENT VIA COURIER/HAND DELIVERY, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, 8021 PHILIPS HWY STE 1, JACKSONVILLE, FL 32256.**

**Exhibit 3-b**

**Ballot for Class 4 (General Unsecured Claims)**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.**

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

**In re:**

**THINK FINANCE, LLC, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 17-33964 (HDH)**

**(Jointly Administered)**

**BALLOT FOR HOLDERS OF GENERAL UNSECURED CLAIMS FOR ACCEPTING OR REJECTING THE CHAPTER 11 PLAN OF THINK FINANCE, LLC AND ITS SUBSIDIARY DEBTORS AND DEBTORS IN POSSESSION**

This ballot (the “Ballot”) is being sent to parties holding Claims<sup>2</sup> in Class 4 against one or more of the Debtors (the “General Unsecured Claims”). If you hold Claims in other Classes in which you are entitled to vote, you will receive a Ballot for each such other Class.

On [ ], 2019, the United States Bankruptcy Court for the Northern District of Texas (the “Court”) signed an order (the “Solicitation Order”), which approved the *Disclosure Statement Accompanying First Amended Chapter 11 Plan of Think Finance, LLC and its Subsidiary Debtors and Debtors In Possession*, dated August 2, 2019 (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Disclosure Statement”) regarding the *First Amended Chapter 11 Plan of Think Finance, LLC and Its Subsidiary Debtors and Debtors-in-Possession* (as the same may be further amended or modified, the “Plan”) and which established certain procedures for the solicitation and tabulation of votes to accept or reject the Plan. Please use this Ballot to cast your vote to accept or reject the Plan, which is proposed by the above-captioned debtors and debtors-in-possession (collectively the “Debtors”). Any party may request, at the Debtors’ expense, hard copies of the Disclosure Statement, together with the Plan and other exhibits annexed thereto, from the Balloting Agent. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it is accepted by the holders of at least two-thirds in amount and more than one-half in number of General Unsecured Claims and if the Plan otherwise satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Think Finance, LLC (6762), Think Finance SPV, LLC (4522), Financial U, LLC (1850), TC Loan Service, LLC (3103), Tailwind Marketing, LLC (1602), TC Administrative Services, LLC (4558), and TC Decision Sciences, LLC (8949).

<sup>2</sup> Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Plan.

discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements under section 1129(b) of the Bankruptcy Code.

**THIS BALLOT IS TO BE USED BY HOLDERS OF CLASS 4 GENERAL UNSECURED CLAIMS. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE TO THE AGENT SUPERVISING THE SOLICITATION, TABULATION, AND BALLOTING PROCESS (THE “BALLOTING AGENT”). THE VOTING DEADLINE IS 5:00 P.M. PREVAILING EASTERN TIME ON OCTOBER 30, 2019.**

**ITEM 1. CLASS 4 CLAIM AMOUNT. The undersigned certifies that as of August 9, 2019 (the “Record Date”), it held a General Unsecured Claim in the below amount:**

\$ \_\_\_\_\_

**ITEM 2. CLASS 4 (GENERAL UNSECURED CLAIMS) VOTE. The Holder of the General Unsecured Claim that relates to this Ballot votes:**

to ACCEPT the Plan                       to REJECT the Plan

**ANY BALLOT WHICH INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.**

**ITEM 3. IMPORTANT OPTIONAL RELEASE ELECTION:**

**ARTICLE 9 OF THE PLAN CONTAINS RELEASE, EXCULPATION AND INJUNCTION PROVISIONS, WHICH ARE SET FORTH AT THE END OF THIS BALLOT. YOU SHOULD REVIEW THESE PROVISIONS CAREFULLY.**

**If you vote to accept the Plan, you shall be deemed to have consented to the Third Party Release contained in Article 9.5 of the Plan *even if* you check the box below to opt out of the Third Party Release.**

**Election to withhold consent is at your option. If you vote to reject the Plan, you must check the box below if you elect not to grant the Third Party Release contained in Article 9.5 of the Plan. If you submit your Ballot with this box checked, then you will be deemed NOT to consent to the Third Party Release set forth in Article 8.5 of the Plan. If you fail to return this Ballot, you will be deemed to have consented to the Third Party Release. PLEASE BE ADVISED THAT (1) BY VOTING TO ACCEPT THE PLAN, (2) RETURNING THIS BALLOT AND NOT CHECKING THE BOX BELOW, OR (3) BY FAILING TO RETURN THIS BALLOT, YOU ELECT TO GRANT THE THIRD PARTY RELEASE IN EACH AND EVERY CAPACITY IN WHICH YOU HOLD A CLAIM AGAINST, OR EQUITY INTEREST IN, ANY OF THE DEBTORS. YOU MUST AFFIRMATIVELY CHECK THE BOX BELOW IN ORDER TO OPT-OUT OF THE THIRD PARTY RELEASE.**

OPT-OUT ELECTION: The undersigned elects to opt-out of the Third Party Release contained in Article 9.5 of the Plan.

**ITEM 4. CERTIFICATION. By signing this Ballot, the Holder of the General Unsecured Claim certifies that it:**

- A. is the Holder of the General Unsecured Claim to which this Ballot pertains;
- B. has been provided with a copy of the Plan and the Disclosure Statement and that it acknowledges that the vote, or the election concerning the releases in Article 9.5 of the Plan, set forth on this Ballot is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement;
- C. **has full power and authority to vote to accept or reject the Plan and to elect to accept or reject the releases in Article 9.5 of the Plan; and**
- D. **has not submitted any other Ballots relating to the General Unsecured Claims that are inconsistent with the vote or election as set forth in this Ballot or that, as limited by the terms of the Solicitation Order and the instructions attached hereto, if such other Ballots were previously submitted, they either have been or are hereby revoked or changed to reflect the vote or election set forth herein.**

Name: \_\_\_\_\_  
(Print or Type)

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

No fees, commissions or other remuneration will be payable to any broker, dealer or other person for soliciting votes on the Plan. This Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan or to elect to accept or reject the releases in Article 9.5 of the Plan. Holders should not surrender, at this time, certificates representing their securities. The Balloting Agent will not accept delivery of any such certificates surrendered together with a Ballot. Moreover, this Ballot shall not constitute or be deemed to be a proof of claim or equity interest or an assertion of a claim or equity interest.

**YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT, BY 5:00 P.M. EASTERN TIME ON OCTOBER 30, 2019, OR YOUR VOTE WILL NOT BE COUNTED. FACSIMILE OR OTHER MEANS OF ELECTRONIC TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**

**ARTICLE 9 RELEASE, EXCULPATION, AND INJUNCTION PROVISIONS**  
**CONTAINED IN THE PLAN**

**9.2 Discharge of Claims and Termination of Interests.**

The Reorganized Debtors shall receive the benefit of any and all discharges under the Plan. On and after the Effective Date, except as otherwise expressly provided in the Plan or in the Confirmation Order, the Reorganized Debtors may operate their business and may use, acquire or dispose of property without supervision or approval by the Bankruptcy Court and free of any restrictions of the Bankruptcy Code or Bankruptcy Rules.

As discussed in detail in the Disclosure Statement and otherwise provided herein, pursuant to Section 1123 of the Bankruptcy Code, and in consideration for the classification, Distributions, releases and other benefits provided under the Plan, upon the Effective Date, the provisions of the Plan shall constitute a good faith compromise and settlement of all Claims, Equity Interests and controversies related to the contractual, legal and equitable rights that a holder of a Claim or Equity Interest may have in respect of such Claim or Equity Interest. All Distributions made to holders of Allowed Claims in any Class are intended to, and shall be, final.

Except as otherwise provided for herein and effective as of the Effective Date pursuant to section 1141(d) of the Bankruptcy Code: (a) the rights afforded in the Plan and the treatment of all Claims, Equity Interests, and Causes of Action that arose before the Effective Date shall be in exchange for and in complete satisfaction, discharge, and release of all Claims and Equity Interests of any nature whatsoever, including any interest accrued on such Claims from and after the Petition Date, against the Debtors or any of their assets, property, or Estates; (b) the Plan shall bind all holders of Claims and Equity Interests, whether known or unknown, notwithstanding whether any such holders has filed a Proof of Claim or Equity Interest or has failed to vote to accept or reject the Plan or voted to reject the Plan; (c) all Claims and Equity Interests shall be satisfied, discharged, and released in full, and the Debtors' liability with respect thereto shall be extinguished completely, including any liability of the kind specified under section 502(g) of the Bankruptcy Code, regardless of whether a Proof of Claim or Equity Interest with respect thereto was filed, whether the Claim or Equity Interest is Allowed, or whether the holder thereof votes to accept the Plan or is entitled to receive a Distribution hereunder; and (d) all Entities shall be precluded from asserting against the Debtors, the Debtors' Estates, the Reorganized Debtors, the Litigation Trustee, their successors and assigns, and their assets and properties any other Claims or Equity Interests based upon any documents, instruments, or any act or omission, transaction, or other activity of any kind or nature that occurred prior to the Effective Date.

All Equity Interests shall be cancelled, disallowed, released, and extinguished as of the Effective Date, or as of such later date to facilitate execution of the consent order that has been agreed upon between the Debtors and the CFPB, and will be of no further force or effect; *provided, however*, that TF Holdings shall be the direct or indirect parent of the Reorganized Debtors.

**9.3 Releases by the Debtors.**

Pursuant to section 1123(b) of the Bankruptcy Code, for good and valuable consideration, on and after the Effective Date, each Released Party is deemed released and discharged by the Debtors and their Estates from any and all Causes of Action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, that the Debtors or their Estates would have been legally entitled to assert in their own right (whether individually or collectively) or on behalf of the holder of any Claim against, or Equity Interest in, a Debtor or other Entity, based on or relating to,

or in any manner arising from, in whole or in part, the Debtors, the Debtors' businesses, business practices or operations, the Debtors' capital structure, the assertion or enforcement of rights and remedies against the Debtors, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Disclosure Statement, the Plan, the Term Sheet, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Term Sheet, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date; provided, however, nothing herein shall be deemed to release any of the Causes of Action being transferred to the Litigation Trust or any of the obligations or assets included in the Reorganized Debtor Assets.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of this Article 9.3, which includes by reference each of the related provisions and definitions contained in the Plan, *and further*, shall constitute the Bankruptcy Court's finding that this Article 9.3 is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released by the Debtor Release; (3) in the best interests of the Debtors and all holders of Claims and Equity Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6) a bar to any of the Debtors, the Reorganized Debtors, the Debtors' Estates, and the Litigation Trustee asserting any claim or Cause of Action released pursuant to this Article 9.3.

#### 9.4 Releases by Members of the Nationwide Consumer Borrower Settlement Class

As of the Effective Date, each member of the Nationwide Consumer Borrower Settlement Class is deemed to have released and discharged each Released Party from any and all Claims and Non-Estate Causes of Action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, (a) the Claims, alleged facts and Non-Estate Causes of Action asserted or that could have been asserted against any of the Released Parties in any Non-Estate Cause of Action prior to the Effective Date, including the Pending Litigation, and (b) any current or newly asserted Claim or Non-Estate Cause of Action against the Released Parties arising from or related to the Debtors' business activities or operations prior to the Effective Date or the Released Parties' actual or alleged, direct or indirect, involvement in consumer lending directly or indirectly involving the Debtors prior to the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations in connection with the Class Action Injunctive and Other Relief or any rights or obligations in connection with the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan.

Entry of the Confirmation Order shall constitute the Bankruptcy Court's approval, pursuant to Bankruptcy Rule 9019, of this Article 9.4, which includes by reference each of the related provisions and definitions contained in the Plan, *and further*, shall constitute the Bankruptcy Court's finding that this Article 9.4 is: (1) in exchange for the good and valuable consideration provided by the Released Parties; (2) a good faith settlement and compromise of the claims released in this Article 9.4; (3) in the best interests of the Debtors and all holders of Claims and Equity Interests; (4) fair, equitable, and reasonable; (5) given and made after due notice and opportunity for hearing; and (6)

a bar to any Persons from asserting any Claim or Cause of Action released pursuant to this Article 9.4.

**9.5 Releases by the Releasing Parties.**

Except as otherwise provided in Section 9.11, as of the Effective Date, each Releasing Party is deemed to have released and discharged each Released Party from any and all Claims and Non-Estate Causes of Action, whether known or unknown, including any derivative claims asserted on behalf of the Debtors, that such Entity would have been legally entitled to assert (whether individually or collectively), based on or relating to, or in any manner arising from, in whole or in part, the Debtors, the Debtors' business activities or operations prior to the Effective Date, the Debtors' in- or out-of-court restructuring efforts, intercompany transactions between or among a Debtor and another Debtor, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of the Term Sheet, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release, or other agreement or document created or entered into in connection with the Term Sheet, the Disclosure Statement, or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance or distribution of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, or upon any other related act or omission, transaction, agreement, event, or other occurrence taking place on or before the Effective Date, including without limitation, (a) the Claims, alleged facts and Non-Estate Causes of Action asserted or that could have been asserted against any of the Released Parties in the Pending Litigation or any other Non-Estate Cause of Action prior to the Effective Date, and (b) any current or newly asserted claim or Non-Estate Cause of Action against the Released Parties arising from or related to the Debtors' business activities or operations prior to the Effective Date or the Released Parties' actual or alleged, direct or indirect, involvement in consumer lending directly or indirectly involving the Debtors prior to the Effective Date. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any obligations in connection with the Class Action Injunctive and Other Relief or any rights or obligations in connection with the Restructuring Transactions, or any document, instrument, or agreement (including those set forth in the Plan Supplement) executed to implement the Plan. Notwithstanding anything to the contrary in the foregoing or stated anywhere else herein, the CFPB does not release any Claims or Non-Estate Causes of Action against Cortex or Jora except for Claims and Non-Estate Causes of Action arising from or in connection with the Debtors' activities alleged in the amended complaint in the CFPB litigation in which Cortex also participated. Notwithstanding anything to the contrary in the foregoing or state anywhere else herein, the CFPB does not release any Claims or Non-Estate Causes of Action against Katten Muchin Rosenmann LLP.

**9.6 Exculpation.**

Except as otherwise specifically provided in the Plan, no Exculpated Party shall have or incur, and each Exculpated Party is released and exculpated from any Claim, Cause of Action or Non-Estate Cause of Action related to any act or omission in connection with, relating to, or arising out of, the Chapter 11 Cases, the formulation, preparation, dissemination, negotiation, or filing of related prepetition transactions, the Term Sheet, the Consumer Litigation Settlement, the Disclosure Statement, the Plan, or any Restructuring Transaction, contract, instrument, release or other agreement or document created or entered into in connection with the Disclosure Statement or the Plan, the filing of the Chapter 11 Cases, the pursuit of Confirmation, the pursuit of Consummation, the administration and implementation of the Plan, including the issuance of securities pursuant to the Plan, or the distribution of property under the Plan or any other related agreement, except for claims related to any act or omission that is determined in a final order to have constituted actual



fraud, willful misconduct or gross negligence, but in all respects such Entities shall be entitled to reasonably rely upon the advice of counsel with respect to their duties and responsibilities pursuant to the Plan. The Exculpated Parties have, and upon completion of the Plan shall be deemed to have, participated in good faith and in compliance with the applicable laws with regard to the solicitation of votes and distribution of consideration pursuant to the Plan and, therefore, are not, and on account of such distributions shall not be, liable at any time for the violation of any applicable law, rule, or regulation governing the solicitation of acceptances or rejections of the Plan or such distributions made pursuant to the Plan.

**9.7 Injunction.**

Except as otherwise provided herein or for obligations issued pursuant hereto, all Entities that have held, hold, or may hold Claims or Equity Interests that have been released pursuant to Article 9.4 or Article 9.5, discharged pursuant to Article 9.2, or are subject to exculpation pursuant to Article 9.6 are permanently enjoined, from and after the Effective Date, from taking any of the following actions against, as applicable, the Debtors, the Reorganized Debtors, and the Released Parties: (a) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Equity Interests; (b) enforcing, attaching, collecting, or recovering by any manner or means any judgment, award, decree, or order against such Persons on account of or in connection with or with respect to any such Claims or Equity Interests; (c) creating, perfecting, or enforcing any encumbrance of any kind against such Persons or the property or Estates of such Persons on account of or in connection with or with respect to any such Claims or Equity Interests; (d) asserting any right of setoff, subrogation, or recoupment of any kind against any obligation due from such Persons or against the property or Estates of such Persons on account of or in connection with or with respect to any such Claims or Equity Interests unless such holder has filed a motion requesting the right to perform such setoff on or before the Confirmation Date; and (e) commencing or continuing in any manner any action or other proceeding of any kind on account of or in connection with or with respect to any such Claims or Equity Interests released, exculpated, or settled pursuant to the Plan.

**9.11 Releases.**

Upon the Effective Date, the Releases shall become fully enforceable and effective, except for (i) the releases from the Pennsylvania AG, which shall become effective upon entry of the order(s) contemplated by the Term Sheet settling the Pennsylvania Litigation (the forms of which order(s) and agreement(s) shall be mutually acceptable by and among the parties thereto and set forth in a Plan Supplement), (ii) the releases from the CFPB, which shall become effective upon entry of the order(s) contemplated by the Term Sheet, including the consent order at Annex D attached to the Term Sheet (and as Exhibit D to the Disclosure Statement), settling the CFPB Litigation, and (iii) except for the effectiveness of the releases from the Pennsylvania AG and the CFPB as set forth in (i) and (ii) above, the releases to the GPLS Secured Parties shall become effective upon the occurrence of the Effective Date and the applicable transfer(s) from the GPLS Holdback Account as set forth in the Term Sheet.

### VOTING INSTRUCTIONS

All capitalized terms used in the ballot (the “Ballot”) or these instructions but not otherwise defined therein shall have the meanings ascribed to them in the Plan.

Please read and follow these instructions carefully. You must transmit this Ballot to the Balloting Agent by no later than 5:00 p.m. prevailing Eastern Time on **October 30, 2019**, unless such time is extended (the “Voting Deadline”), or your Ballot will not be counted.

In order for your vote to count, you must:

- Complete Item 1;
- Cast ONE vote to accept or reject the Plan by checking the proper box in Item 2;
- Review the optional release election in Item 3;
- Review the certifications in Item 4;
- Sign the Ballot – Your original signature is required on the Ballot in order for your vote to count;
- If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and provide proof of your authorization to so sign. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot; and
- Return the completed Ballot to the Balloting Agent in the pre-addressed stamped envelope enclosed with this Ballot.

If you believe you received the wrong form of Ballot, or if you need additional Ballots, please immediately contact the Balloting Agent.

If you wish to have your Claim or Interest allowed for purposes of voting on the Plan in a manner that is inconsistent with the Ballot you received or if you did not receive a Ballot and wish to have your Claim or Interest temporarily allowed for voting purposes only, you must serve on the Debtors and file with the Bankruptcy Court, on or before **October 14, 2019**, a motion for an order pursuant to Bankruptcy Rule 3018(a) temporarily allowing such Claim or Interest for purposes of voting (an “Estimation Motion”). An Estimation Motion must set forth with particularity the amount and classification of which you believe your Claim or Interest should be allowed for voting purposes, and the evidence in support of your belief. In respect of any timely filed Estimation Motion, the Ballot in question shall be counted (a) in the amount established by the Bankruptcy Court in an order entered on or before the Confirmation Hearing or (b) if such an order has not been entered by the Confirmation Hearing and unless the Debtors and you have come to an agreement as to the relief requested in the Estimation Motion, in an amount equal to the preprinted amount on the Ballot or in the event you did not receive a Ballot, you shall not have a Ballot counted at all. The Court will schedule a hearing on such Estimation Motion to be heard at or prior to the Confirmation Hearing.

If multiple Ballots are received from the same person with respect to the same Claims or Interests prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballot. However, if a Holder of Claims or Interests casts Ballots received by the Balloting Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

Properly executed Ballots that attempt to partially accept and partially reject the Plan will not be counted.

After the Voting Deadline, no Ballot may be withdrawn or modified without the prior consent of the Debtors.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of a Claim or Interest.

If you hold Claims or Interests in more than one Class under the Plan, you may receive more than one Ballot for each different Class. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you receive.

**PLEASE MAIL YOUR BALLOT PROMPTLY. FACSIMILE OR OTHER ELECTRONIC (INCLUDING E-MAIL) TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**

**FOR PURPOSES OF RETURNING YOUR BALLOT, THE ADDRESS OF THE BALLOTING AGENT IS: (I) IF SENT VIA MAIL, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, PO BOX 23650, JACKSONVILLE, FL 32241-3650; OR (II) IF SENT VIA COURIER/HAND DELIVERY, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, 8021 PHILIPS HWY STE 1, JACKSONVILLE, FL 32256.**

**Exhibit 3-c**

**Ballot for Class 5 (Consumer Borrower Claims)**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.**

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

**In re:**

**THINK FINANCE, LLC, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 17-33964 (HDH)**

**(Jointly Administered)**

**BALLOT FOR HOLDERS OF CLASS 5 (CONSUMER BORROWER CLAIMS) FOR ACCEPTING OR REJECTING THE CHAPTER 11 PLAN OF THINK FINANCE, LLC AND ITS SUBSIDIARY DEBTORS AND DEBTORS IN POSSESSION**

This ballot (the “Ballot”) is being sent to the Nationwide Consumer Borrower Settlement Class Representatives,<sup>2</sup> as the representatives of the parties holding Claims in Class 5 against one or more of the Debtors (the “Consumer Borrower Claims”). If you hold Claims in other Classes in which you are entitled to vote, you will receive a Ballot for each such other Class.

On [ ], 2019, the United States Bankruptcy Court for the Northern District of Texas (the “Court”) signed an order (the “Solicitation Order”), which approved the *Disclosure Statement Accompanying First Amended Chapter 11 Plan of Think Finance, LLC and its Subsidiary Debtors and Debtors In Possession*, dated August 2, 2019 (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Disclosure Statement”) regarding the *First Amended Chapter 11 Plan of Think Finance, LLC and Its Subsidiary Debtors and Debtors-in-Possession* (as the same may be further amended or modified, the “Plan”) and which established certain procedures for the solicitation and tabulation of votes to accept or reject the Plan. Please use this Ballot to cast your vote to accept or reject the Plan, which is proposed by the above-captioned debtors and debtors-in-possession (collectively the “Debtors”). Any party may request, at the Debtors’ expense, hard copies of the Disclosure Statement, together with the Plan and other exhibits annexed thereto, from the Balloting Agent. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if it satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If you do not vote to accept the Plan, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements under section 1129(b) of the Bankruptcy Code.

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Think Finance, LLC (6762), Think Finance SPV, LLC (4522), Financial U, LLC (1850), TC Loan Service, LLC (3103), Tailwind Marketing, LLC (1602), TC Administrative Services, LLC (4558), and TC Decision Sciences, LLC (8949).

<sup>2</sup> Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Plan.

**THIS BALLOT IS TO BE USED BY THE NATIONWIDE CONSUMER BORROWER SETTLEMENT CLASS REPRESENTATIVES. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE TO THE AGENT SUPERVISING THE SOLICITATION, TABULATION, AND BALLOTING PROCESS (THE “BALLOTING AGENT”). THE VOTING DEADLINE IS 5:00 P.M. PREVAILING EASTERN TIME ON OCTOBER 30, 2019.**

**ITEM 1. CLASS 5 (CONSUMER BORROWER CLAIMS) VOTE. The Nationwide Consumer Borrower Settlement Class Representatives vote:**

to ACCEPT the Plan                       to REJECT the Plan

**ANY BALLOT WHICH INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.**

**ITEM 2. CERTIFICATION. By signing this Ballot, the Nationwide Consumer Borrower Settlement Class Representatives certify that they:**

**A.** Are the Nationwide Consumer Borrower Settlement Class Representatives serving as the representative of Holders of Consumer Borrower Claims;

**B.** have been provided with a copy of the Plan and the Disclosure Statement and that they acknowledge that the vote set forth on this Ballot is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement;

**C. have full power and authority to vote to accept or reject the Plan; and**

**D. have not submitted any other Ballots relating to the Consumer Borrower Claims that are inconsistent with the vote or election as set forth in this Ballot or that, as limited by the terms of the Solicitation Order and the instructions attached hereto, if such other Ballots were previously submitted, they either have been or are hereby revoked or changed to reflect the vote or election set forth herein.**

Name: Stephanie Edwards

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Patrick Inscho

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Darlene Gibbs

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Tamara Price

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Sherry Blackburn

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: George Hengle

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Regina Nolte

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_



City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

Name: Lawrence Mwethuku  
Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
(If Appropriate)  
Title: \_\_\_\_\_  
(If Appropriate)  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

Name: Lula Williams  
Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
(If Appropriate)  
Title: \_\_\_\_\_  
(If Appropriate)  
Street Address: \_\_\_\_\_  
City, State, Zip Code: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date Completed: \_\_\_\_\_

Name: India Banks  
Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)  
Signature: \_\_\_\_\_  
By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Jeri Brennan

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: JoAnn Griffiths

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Alicia Patterson

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Kimetra Brice

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Jill Novorot

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Earl Browne

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Jessica Gingras

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Angela Given

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Vanessa Granger

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Lilya McAtee

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Name: Beverly Kristina Miller

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

No fees, commissions or other remuneration will be payable to any broker, dealer or other person for soliciting votes on the Plan. This Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. This Ballot shall not constitute or be deemed to be a proof of claim or equity interest or an assertion of a claim or equity interest.

**YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT, BY 5:00 P.M. EASTERN TIME ON OCTOBER 30, 2019, OR YOUR VOTE WILL NOT BE COUNTED. FACSIMILE OR OTHER MEANS OF ELECTRONIC TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**

### **VOTING INSTRUCTIONS**

All capitalized terms used in the ballot (the “Ballot”) or these instructions but not otherwise defined therein shall have the meanings ascribed to them in the Plan.

Please read and follow these instructions carefully. You must transmit this Ballot to the Balloting Agent by no later than 5:00 p.m. prevailing Eastern Time on **October 30, 2019**, unless such time is extended (the “Voting Deadline”), or your Ballot will not be counted.

In order for your vote to count, you must:

- Cast ONE vote to accept or reject the Plan by checking the proper box in Item 1;
- Review the certifications in Item 2;
- Sign the Ballot – Your original signature is required on the Ballot in order for your vote to count; and
- Return the completed Ballot to the Balloting Agent in the pre-addressed stamped envelope enclosed with this Ballot.

If you believe you received the wrong form of Ballot, or if you need additional Ballots, please immediately contact the Balloting Agent.

If multiple Ballots are received from the same person with respect to the same Claims or Interests prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballot. However, if a Holder of Claims or Interests casts Ballots received by the Balloting Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

Properly executed Ballots that attempt to partially accept and partially reject the Plan will not be counted.

After the Voting Deadline, no Ballot may be withdrawn or modified without the prior consent of the Debtors.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of a Claim or Interest.

If you hold Claims or Interests in more than one Class under the Plan, you may receive more than one Ballot for each different Class. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you receive.

**PLEASE MAIL YOUR BALLOT PROMPTLY. FACSIMILE OR OTHER ELECTRONIC (INCLUDING E-MAIL) TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**

**FOR PURPOSES OF RETURNING YOUR BALLOT, THE ADDRESS OF THE BALLOTING AGENT IS: (I) IF SENT VIA MAIL, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, PO BOX 23650, JACKSONVILLE, FL 32241-3650; OR (II) IF SENT VIA COURIER/HAND DELIVERY, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, 8021 PHILIPS HWY STE 1, JACKSONVILLE, FL 32256.**



**Exhibit 3-d**

**Ballot for Class 6 (Pennsylvania Regulatory Claim)**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.**

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

**In re:**

**THINK FINANCE, LLC, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 17-33964 (HDH)**

**(Jointly Administered)**

**BALLOT FOR THE HOLDER OF THE CLASS 6 CLAIM (PENNSYLVANIA REGULATORY CLAIM) FOR ACCEPTING OR REJECTING THE CHAPTER 11 PLAN OF THINK FINANCE, LLC AND ITS SUBSIDIARY DEBTORS AND DEBTORS IN POSSESSION**

This ballot (the “Ballot”) is being sent to the Pennsylvania AG,<sup>2</sup> as the representative of the Commonwealth of Pennsylvania as the holder of the Claim in Class 6 against one or more of the Debtors (the “Pennsylvania Regulatory Claim”).

On [ ], 2019, the United States Bankruptcy Court for the Northern District of Texas (the “Court”) signed an order (the “Solicitation Order”), which approved the *Disclosure Statement Accompanying First Amended Chapter 11 Plan of Think Finance, LLC and its Subsidiary Debtors and Debtors In Possession*, dated August 2, 2019 (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Disclosure Statement”) regarding the *First Amended Chapter 11 Plan of Think Finance, LLC and Its Subsidiary Debtors and Debtors-in-Possession* (as the same may be further amended or modified, the “Plan”) and which established certain procedures for the solicitation and tabulation of votes to accept or reject the Plan. Please use this Ballot to cast your vote to accept or reject the Plan, which is proposed by the above-captioned debtors and debtors-in-possession (collectively the “Debtors”). Any party may request, at the Debtors’ expense, hard copies of the Disclosure Statement, together with the Plan and other exhibits annexed thereto, from the Balloting Agent. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements under section 1129(b) of the Bankruptcy Code.

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Think Finance, LLC (6762), Think Finance SPV, LLC (4522), Financial U, LLC (1850), TC Loan Service, LLC (3103), Tailwind Marketing, LLC (1602), TC Administrative Services, LLC (4558), and TC Decision Sciences, LLC (8949).

<sup>2</sup> Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Plan.

**THIS BALLOT IS TO BE USED BY THE HOLDER OF THE CLASS 6 PENNSYLVANIA REGULATORY CLAIM. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE TO THE AGENT SUPERVISING THE SOLICITATION, TABULATION, AND BALLOTING PROCESS (THE "BALLOTING AGENT"). THE VOTING DEADLINE IS 5:00 P.M. PREVAILING EASTERN TIME ON OCTOBER 30, 2019.**

**ITEM 1. CLASS 6 (PENNSYLVANIA REGULATORY CLAIM) VOTE. The Pennsylvania AG votes:**

to ACCEPT the Plan                       to REJECT the Plan

**ANY BALLOT WHICH INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.**

**ITEM 2. CERTIFICATION. By signing this Ballot, the Pennsylvania AG certifies that it:**

- A.** has been provided with a copy of the Plan and the Disclosure Statement and that it acknowledges that the vote is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement;
- B.** has full power and authority to vote to accept or reject the Plan; and
- C.** has not submitted any other Ballots relating to the Pennsylvania Regulatory Claim that are inconsistent with the vote or election as set forth in this Ballot or that, as limited by the terms of the Solicitation Order and the instructions attached hereto, if such other Ballots were previously submitted, they either have been or are hereby revoked or changed to reflect the vote or election set forth herein.

Name: \_\_\_\_\_  
(Print or Type)

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

No fees, commissions or other remuneration will be payable to any broker, dealer or other person for soliciting votes on the Plan. This Ballot is not a letter of transmittal and may not be used for any purpose

other than to cast votes to accept or reject the. This Ballot shall not constitute or be deemed to be a proof of claim or equity interest or an assertion of a claim or equity interest.

**YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT, BY 5:00 P.M. EASTERN TIME ON OCTOBER 30, 2019, OR YOUR VOTE WILL NOT BE COUNTED. FACSIMILE OR OTHER MEANS OF ELECTRONIC TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**

## VOTING INSTRUCTIONS

All capitalized terms used in the ballot (the “Ballot”) or these instructions but not otherwise defined therein shall have the meanings ascribed to them in the Plan.

Please read and follow these instructions carefully. You must transmit this Ballot to the Balloting Agent by no later than 5:00 p.m. prevailing Eastern Time on **October 30, 2019**, unless such time is extended (the “Voting Deadline”), or your Ballot will not be counted.

In order for your vote to count, you must:

- Cast ONE vote to accept or reject the Plan by checking the proper box in Item 1;
- Review the certifications in Item 2;
- Sign the Ballot – Your original signature is required on the Ballot in order for your vote to count;
- If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and provide proof of your authorization to so sign. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot; and
- Return the completed Ballot to the Balloting Agent in the pre-addressed stamped envelope enclosed with this Ballot.

If you believe you received the wrong form of Ballot, or if you need additional Ballots, please immediately contact the Balloting Agent.

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Properly executed Ballots that attempt to partially accept and partially reject the Plan will not be counted.

After the Voting Deadline, no Ballot may be withdrawn or modified without the prior consent of the Debtors.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of a Claim or Interest.

If you hold Claims or Interests in more than one Class under the Plan, you may receive more than one Ballot for each different Class. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you receive.

**PLEASE MAIL YOUR BALLOT PROMPTLY. FACSIMILE OR OTHER ELECTRONIC (INCLUDING E-MAIL) TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**

**FOR PURPOSES OF RETURNING YOUR BALLOT, THE ADDRESS OF THE BALLOTING AGENT IS: (I) IF SENT VIA MAIL, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, PO BOX 23650, JACKSONVILLE, FL 32241-3650; OR (II) IF SENT VIA COURIER/HAND DELIVERY, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, 8021 PHILIPS HWY STE 1, JACKSONVILLE, FL 32256.**

**Exhibit 3-e**

**Ballot for Class 7 (CFPB Claim)**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.**

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

**In re:**

**THINK FINANCE, LLC, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 17-33964 (HDH)**

**(Jointly Administered)**

**BALLOT FOR THE HOLDER OF THE CLASS 7 CLAIM (CFPB CLAIM) FOR ACCEPTING OR REJECTING THE CHAPTER 11 PLAN OF THINK FINANCE, LLC AND ITS SUBSIDIARY DEBTORS AND DEBTORS IN POSSESSION**

This ballot (the “Ballot”) is being sent to the CFPB,<sup>2</sup> as the holder of the Claim in Class 7 against one or more of the Debtors (the “CFPB Claim”). If you hold Claims in other Classes in which you are entitled to vote, you will receive a Ballot for each such other Class.

On [ ], 2019, the United States Bankruptcy Court for the Northern District of Texas (the “Court”) signed an order (the “Solicitation Order”), which approved the *Disclosure Statement Accompanying First Amended Chapter 11 Plan of Think Finance, LLC and its Subsidiary Debtors and Debtors In Possession*, dated August 2, 2019 (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Disclosure Statement”) regarding the *First Amended Chapter 11 Plan of Think Finance, LLC and Its Subsidiary Debtors and Debtors-in-Possession* (as the same may be further amended or modified, the “Plan”) and which established certain procedures for the solicitation and tabulation of votes to accept or reject the Plan. Please use this Ballot to cast your vote to accept or reject the Plan, which is proposed by the above-captioned debtors and debtors-in-possession (collectively the “Debtors”). Any party may request, at the Debtors’ expense, hard copies of the Disclosure Statement, together with the Plan and other exhibits annexed thereto, from the Balloting Agent. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements under section 1129(b) of the Bankruptcy Code.

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Think Finance, LLC (6762), Think Finance SPV, LLC (4522), Financial U, LLC (1850), TC Loan Service, LLC (3103), Tailwind Marketing, LLC (1602), TC Administrative Services, LLC (4558), and TC Decision Sciences, LLC (8949).

<sup>2</sup> Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Plan.



**THIS BALLOT IS TO BE USED BY THE HOLDER OF THE CLASS 7 CFPB CLAIM. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE TO THE AGENT SUPERVISING THE SOLICITATION, TABULATION, AND BALLOTING PROCESS (THE “BALLOTING AGENT”). THE VOTING DEADLINE IS 5:00 P.M. PREVAILING EASTERN TIME ON OCTOBER 30, 2019.**

**ITEM 1. CLASS 7 (CFPB CLAIM) VOTE. The Pennsylvania AG votes:**

to ACCEPT the Plan  to REJECT the Plan

**ANY BALLOT WHICH INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.**

**ITEM 2. CERTIFICATION. By signing this Ballot, the undersigned certifies that it:**

- A.** serves as the representative of Holder of the CFPB Claim;
- B.** has been provided with a copy of the Plan and the Disclosure Statement and that it acknowledges that the vote set forth on this Ballot is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement;
- C.** has full power and authority to vote to accept or reject the Plan; and
- D.** has not submitted any other Ballots relating to the CFPB Claim that are inconsistent with the vote or election as set forth in this Ballot or that, as limited by the terms of the Solicitation Order and the instructions attached hereto, if such other Ballots were previously submitted, they either have been or are hereby revoked or changed to reflect the vote or election set forth herein.

Name: \_\_\_\_\_  
(Print or Type)

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

No fees, commissions or other remuneration will be payable to any broker, dealer or other person for soliciting votes on the Plan. This Ballot is not a letter of transmittal and may not be used for any purpose

other than to cast votes to accept or reject the Plan. Holders should not surrender, at this time, certificates representing their securities. The Balloting Agent will not accept delivery of any such certificates surrendered together with a Ballot. Moreover, this Ballot shall not constitute or be deemed to be a proof of claim or equity interest or an assertion of a claim or equity interest.

**YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT, BY 5:00 P.M. EASTERN TIME ON OCTOBER 30, 2019, OR YOUR VOTE WILL NOT BE COUNTED. FACSIMILE OR OTHER MEANS OF ELECTRONIC TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**

## VOTING INSTRUCTIONS

All capitalized terms used in the ballot (the “Ballot”) or these instructions but not otherwise defined therein shall have the meanings ascribed to them in the Plan.

Please read and follow these instructions carefully. You must transmit this Ballot to the Balloting Agent by no later than 5:00 p.m. prevailing Eastern Time on **October 30, 2019**, unless such time is extended (the “Voting Deadline”), or your Ballot will not be counted.

In order for your vote to count, you must:

- Cast ONE vote to accept or reject the Plan by checking the proper box in Item 1;
- Review the certifications in Item 2;
- Sign the Ballot – Your original signature is required on the Ballot in order for your vote to count;
- If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and provide proof of your authorization to so sign. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot; and
- Return the completed Ballot to the Balloting Agent in the pre-addressed stamped envelope enclosed with this Ballot.

If you believe you received the wrong form of Ballot, or if you need additional Ballots, please immediately contact the Balloting Agent.

If multiple Ballots are received from the same person with respect to the same Claims or Interests prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballot. However, if a Holder of Claims or Interests casts Ballots received by the Balloting Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

Properly executed Ballots that attempt to partially accept and partially reject the Plan will not be counted.

After the Voting Deadline, no Ballot may be withdrawn or modified without the prior consent of the Debtors.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of a Claim or Interest.

If you hold Claims or Interests in more than one Class under the Plan, you may receive more than one Ballot for each different Class. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you receive.

**PLEASE MAIL YOUR BALLOT PROMPTLY. FACSIMILE OR OTHER ELECTRONIC (INCLUDING E-MAIL) TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**

**FOR PURPOSES OF RETURNING YOUR BALLOT, THE ADDRESS OF THE BALLOTING AGENT IS: (I) IF SENT VIA MAIL, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, PO BOX 23650, JACKSONVILLE, FL 32241-3650; OR (II) IF SENT VIA COURIER/HAND DELIVERY, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, 8021 PHILIPS HWY STE 1, JACKSONVILLE, FL 32256.**

**Exhibit 3-f**

**Ballot for Class 8 (Equity Interests)**

**NO PERSON HAS BEEN AUTHORIZED TO GIVE ANY INFORMATION OR ADVICE, OR TO MAKE ANY REPRESENTATION, OTHER THAN WHAT IS CONTAINED IN THE MATERIALS MAILED WITH THIS BALLOT OR OTHER MATERIALS AUTHORIZED BY THE BANKRUPTCY COURT.**

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

**In re:**

**THINK FINANCE, LLC, *et al.*,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 17-33964 (HDH)**

**(Jointly Administered)**

**BALLOT FOR HOLDERS OF CLASS 8 EQUITY INTERESTS FOR ACCEPTING OR REJECTING THE CHAPTER 11 PLAN OF THINK FINANCE, LLC AND ITS SUBSIDIARY DEBTORS AND DEBTORS IN POSSESSION**

This ballot (the “Ballot”) is being sent to parties holding Equity Interests<sup>2</sup> in Class 8 in one or more of the Debtors (the “Equity Interests”). If you hold Claims in other Classes in which you are entitled to vote, you will receive a Ballot for each such other Class.

On [ ], 2019, the United States Bankruptcy Court for the Northern District of Texas (the “Court”) signed an order (the “Solicitation Order”), which approved the *Disclosure Statement Accompanying First Amended Chapter 11 Plan of Think Finance, LLC and its Subsidiary Debtors and Debtors In Possession*, dated August 2, 2019 (including all exhibits thereto and as amended, modified or supplemented from time to time, the “Disclosure Statement”) regarding the *First Amended Chapter 11 Plan of Think Finance, LLC and Its Subsidiary Debtors and Debtors-in-Possession* (as the same may be further amended or modified, the “Plan”) and which established certain procedures for the solicitation and tabulation of votes to accept or reject the Plan. Please use this Ballot to cast your vote to accept or reject the Plan, which is proposed by the above-captioned debtors and debtors-in-possession (collectively the “Debtors”). Any party may request, at the Debtors’ expense, hard copies of the Disclosure Statement, together with the Plan and other exhibits annexed thereto, from the Balloting Agent. You may wish to seek legal advice concerning the Plan and your classification and treatment under the Plan.

The Plan can be confirmed by the Bankruptcy Court and thereby made binding on you if the Plan satisfies the applicable requirements of section 1129(a) of the Bankruptcy Code. If the requisite acceptances are not obtained, the Bankruptcy Court nonetheless may confirm the Plan if it finds that the Plan (a) provides fair and equitable treatment to, and does not unfairly discriminate against, the Class or Classes rejecting the Plan and (b) otherwise satisfies the requirements under section 1129(b) of the Bankruptcy Code.

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Think Finance, LLC (6762), Think Finance SPV, LLC (4522), Financial U, LLC (1850), TC Loan Service, LLC (3103), Tailwind Marketing, LLC (1602), TC Administrative Services, LLC (4558), and TC Decision Sciences, LLC (8949).

<sup>2</sup> Capitalized terms used, but not defined herein, shall have the meaning ascribed to them in the Plan.

**THIS BALLOT IS TO BE USED BY HOLDERS OF CLASS 8 EQUITY INTERESTS. PLEASE COMPLETE, SIGN AND DATE THIS BALLOT AND RETURN IT IN THE ENCLOSED ENVELOPE TO THE AGENT SUPERVISING THE SOLICITATION, TABULATION, AND BALLOTING PROCESS (THE “BALLOTING AGENT”). THE VOTING DEADLINE IS 5:00 P.M. PREVAILING EASTERN TIME ON OCTOBER 30, 2019.**

**ITEM 1. CLASS 8 (EQUITY INTERESTS) VOTE. The Holder of the Equity Interest that relates to this Ballot votes:**

to ACCEPT the Plan                       to REJECT the Plan

**ANY BALLOT WHICH INDICATES BOTH AN ACCEPTANCE AND A REJECTION OF THE PLAN OR DOES NOT INDICATE EITHER AN ACCEPTANCE OR REJECTION OF THE PLAN WILL NOT BE COUNTED.**

**ITEM 2. CERTIFICATION. By signing this Ballot, the Holder of the Equity Interest certifies that it:**

- A.** is the Holder of the Equity Interest to which this Ballot pertains;
- B.** has been provided with a copy of the Plan and the Disclosure Statement and that it acknowledges that the vote set forth on this Ballot is subject to all the terms and conditions set forth in the Plan and the Disclosure Statement;
- C.** **has full power and authority to vote to accept or reject the Plan; and**
- D.** **has not submitted any other Ballots relating to the Equity Interest that are inconsistent with the vote or election as set forth in this Ballot or that, as limited by the terms of the Solicitation Order and the instructions attached hereto, if such other Ballots were previously submitted, they either have been or are hereby revoked or changed to reflect the vote or election set forth herein.**

Name: \_\_\_\_\_  
(Print or Type)

Social Security or Federal Tax I.D. No.: \_\_\_\_\_  
(Optional)

Signature: \_\_\_\_\_

By: \_\_\_\_\_  
(If Appropriate)

Title: \_\_\_\_\_  
(If Appropriate)

Street Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date Completed: \_\_\_\_\_

No fees, commissions or other remuneration will be payable to any broker, dealer or other person for soliciting votes on the Plan. This Ballot is not a letter of transmittal and may not be used for any purpose other than to cast votes to accept or reject the Plan. Holders should not surrender, at this time, certificates representing their securities. The Balloting Agent will not accept delivery of any such certificates surrendered together with a Ballot. Moreover, this Ballot shall not constitute or be deemed to be a proof of claim or equity interest or an assertion of a claim or equity interest.

**YOUR VOTE MUST BE ACTUALLY RECEIVED BY THE BALLOTING AGENT, BY 5:00 P.M. EASTERN TIME ON OCTOBER 30, 2019, OR YOUR VOTE WILL NOT BE COUNTED. FACSIMILE OR OTHER MEANS OF ELECTRONIC TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE QUESTIONS REGARDING THIS BALLOT OR THE VOTING PROCEDURES, OR IF YOU NEED AN ADDITIONAL BALLOT OR ADDITIONAL COPIES OF THE DISCLOSURE STATEMENT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**



### VOTING INSTRUCTIONS

All capitalized terms used in the ballot (the “Ballot”) or these instructions but not otherwise defined therein shall have the meanings ascribed to them in the Plan.

Please read and follow these instructions carefully. You must transmit this Ballot to the Balloting Agent by no later than 5:00 p.m. prevailing Eastern Time on **October 30, 2019**, unless such time is extended (the “Voting Deadline”), or your Ballot will not be counted.

In order for your vote to count, you must:

- Cast ONE vote to accept or reject the Plan by checking the proper box in Item 1;
- Review the certifications in Item 2;
- Sign the Ballot – Your original signature is required on the Ballot in order for your vote to count;
- If you are completing the Ballot on behalf of an entity, indicate your relationship with such entity and the capacity in which you are signing, and provide proof of your authorization to so sign. In addition, please provide your name and mailing address if different from that set forth on the attached mailing label or if no such mailing label is attached to the Ballot; and
- Return the completed Ballot to the Balloting Agent in the pre-addressed stamped envelope enclosed with this Ballot.

If you believe you received the wrong form of Ballot, or if you need additional Ballots, please immediately contact the Balloting Agent.

If multiple Ballots are received from the same person with respect to the same Claims or Interests prior to the Voting Deadline, the last Ballot timely received will supersede and revoke any earlier received Ballot. However, if a Holder of Claims or Interests casts Ballots received by the Balloting Agent on the same day, but which are voted inconsistently, such Ballots will not be counted.

Any Ballot that is illegible or that contains insufficient information to permit the identification of the claimant will not be counted.

Properly executed Ballots that attempt to partially accept and partially reject the Plan will not be counted.

After the Voting Deadline, no Ballot may be withdrawn or modified without the prior consent of the Debtors.

This Ballot does not constitute, and shall not be deemed to be, a proof of claim or an assertion or admission of a Claim or Interest.

If you hold Claims or Interests in more than one Class under the Plan, you may receive more than one Ballot for each different Class. Each Ballot votes only your Claims or Interests indicated on that Ballot. Please complete and return each Ballot you receive.

**PLEASE MAIL YOUR BALLOT PROMPTLY. FACSIMILE OR OTHER ELECTRONIC (INCLUDING E-MAIL) TRANSMISSION OF THIS BALLOT WILL NOT BE ACCEPTED.**

**IF YOU HAVE ANY QUESTIONS REGARDING THE BALLOT OR THE PROCEDURES GENERALLY, OR IF YOU NEED ADDITIONAL COPIES OF THE BALLOT OR OTHER ENCLOSED MATERIALS, PLEASE CALL THE BALLOTING AGENT AT (904) 517-1442.**

**FOR PURPOSES OF RETURNING YOUR BALLOT, THE ADDRESS OF THE BALLOTING AGENT IS: (I) IF SENT VIA MAIL, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, PO BOX 23650, JACKSONVILLE, FL 32241-3650; OR (II) IF SENT VIA COURIER/HAND DELIVERY, THINK FINANCE, LLC BALLOT TABULATION CENTER, C/O AMERICAN LEGAL CLAIM SERVICES, LLC, 8021 PHILIPS HWY STE 1, JACKSONVILLE, FL 32256.**

**Exhibit 4**

**Cure Notice**

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

**In re:**

**THINK FINANCE, LLC, et al.,**

**Debtors.<sup>1</sup>**

**Chapter 11**

**Case No. 17-33964 (HDH)**

**(Jointly Administered)**

**NOTICE OF (I) POSSIBLE ASSUMPTION AND ASSIGNMENT OF EXECUTORY  
CONTRACTS AND UNEXPIRED LEASES; (II) FIXING OF CURE  
AMOUNTS; AND (III) DEADLINE TO OBJECT THERETO**

**PLEASE TAKE NOTICE** that on [ ], 2019, the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) filed in the United States Bankruptcy Court for the Northern District of Texas (the “Bankruptcy Court”) the *Debtors’ Motion for Order (I) Approving the Disclosure Statement; (II) Establishing Procedures for Solicitation and Tabulation of Votes to Accept or Reject the Plan, Including (A) Approving Form and Manner of Solicitation Procedures, (B) Approving Form and Notice of the Confirmation Hearing, (C) Establishing Record Date and Approving Procedures for Distribution of Solicitation Packages, (D) Approving Forms of Ballots, (E) Establishing Deadline for Receipt of Ballots and (F) Approving Procedures for Vote Tabulations; (III) Establishing Deadline and Procedures for Filing Objections to Confirmation of the Plan; and (IV) Granting Related Relief* (the “Voting Procedures Motion”). The Voting Procedures Motion sought approval of, among other things, procedures for the fixing of Cure Amounts (as defined below) in connection with the potential assumption and assignment of certain executory contracts and unexpired leases (collectively, the “Contracts”) pursuant to the *First Amended Chapter 11 Plan of Think Finance, LLC and its Subsidiary Debtors and Debtors In Possession*, dated August 2, 2019 (as amended, the “Plan”),<sup>2</sup> and the deadline to object to such Cure Amounts and assumptions and assignments.

**PLEASE TAKE FURTHER NOTICE** that on the schedule annexed hereto as Exhibit A, the Debtors have indicated the cure amounts that the Debtors believe must be paid to compensate the non-Debtor parties for any actual pecuniary losses arising from any defaults under the Debtors’ Contracts that may be assumed and assigned under the Plan (in each instance, the “Cure Amount”).<sup>3</sup>

**PLEASE TAKE FURTHER NOTICE** that any party objecting to the Cure Amounts, whether or not such party previously filed a proof of claim with respect to amounts due under the applicable agreement, or objecting to the potential assumption and assignment of such Contract(s), shall be required to file and serve an objection, in writing, setting forth with specificity any and all cure obligations that the objecting party asserts must be cured or satisfied in respect of the Contracts and/or any and all objections to the

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number, are: Think Finance, LLC (6762), Think Finance SPV, LLC (4522), Financial U, LLC (1850), TC Loan Service, LLC (3103), Tailwind Marketing, LLC (1602), TC Administrative Services, LLC (4558), and TC Decision Sciences, LLC (8949).

<sup>2</sup> Capitalized terms used, but not defined herein, shall have the meanings ascribed to them in the Plan.

<sup>3</sup> To the extent that any Contract previously has been rejected in part, with respect to certain portions of a Contract, the inclusion of such Contract on Exhibit A refers solely to the proposed assumption of those portions of the Contract not previously rejected pursuant to Court Order.

potential assumption and assignment of such agreements, together with all documentation supporting such cure claim or objection. Any objections to the proposed assumption and assignment of the Contract(s) and/or the corresponding Cure Amount(s), must be filed with the Clerk of the United States Bankruptcy Court of the Northern District of Texas, Earle Cabell Federal Building, 1100 Commerce St., Rm. 1254, Dallas, TX 75242-1496 and served upon each of the following notice parties so that the objection is received no later than **October 18, 2019, at 5:00 p.m. prevailing Central Time** (the “Cure Objection Deadline”):

The Debtors: (i) Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 75209, Attn: Gregory G. Hesse; and (ii) Hunton Andrews Kurth LLP, Riverfront Plaza, East Tower, 951 East Byrd Street, Richmond, Virginia 23219, Attn: Tyler P. Brown and Jason W. Harbour.

The Committee: (i) Cole Schotz PC, 1700 City Center Tower II, 301 Commerce Street, Fort Worth, Texas 76102, Attn: Michael D. Warner; and (ii) Cole Schotz PC, 300 East Lombard Street, Suite 1450, Baltimore, Maryland 21202, Attn: Gary H. Leibowitz.

The Office of the U.S. Trustee: Office of The United States Trustee, Earle Cabell Federal Building, 1100 Commerce Street, Room 976, Dallas, Texas 75242, Attn: Lisa L. Lambert.

**PLEASE TAKE FURTHER NOTICE** that if an objection is timely filed and the parties are unable to settle such objection, a hearing with respect to the assumption or assumption and assignment of your Contract and/or your Cure Amount will be held at the time of the Confirmation Hearing, **November 6, 2019, at 9:00 a.m. prevailing Central Time**, or such other hearing date to which the parties may mutually agree, before Honorable Harlin D. Hale, at the United States Bankruptcy Court for the Northern District of Texas, 1100 Commerce Street, 14th Floor, Courtroom #3, Dallas, TX 75242.

**PLEASE TAKE FURTHER NOTICE** that in the event that no objection is timely filed with respect to a Contract, the counterparty to such Contract shall be deemed to have consented to the Cure Amount proposed by the Debtors and shall be forever enjoined and barred from seeking any additional amount(s) on account of the Debtors’ cure obligations under section 365 of the Bankruptcy Code or otherwise from the Debtors or their Estates. In addition, if no timely objection is filed with respect to a Contract, upon the Effective Date of the Plan, the Debtors or the assignee, and the counterparty to such Contract shall enjoy all of the rights and benefits under the Contract without the necessity of obtaining any party’s written consent to the Debtors’ assumption and assignment of the Contract, and such counterparty shall be deemed to have waived any right to object, consent, condition or otherwise restrict the Debtors’ assumption or assumption and assignment of the Contract.

**PLEASE TAKE FURTHER NOTICE** that if you agree with the assumption and assignment of your Contract and the Cure Amount indicated, you need not take any further action.

**PLEASE TAKE FURTHER NOTICE** that the inclusion of a Contract herein is without prejudice to the Debtors’ right to modify their election to assume and assign or to reject such Contract prior to the entry of a final, non-appealable order (which order may be the order confirming the Plan) deeming such Contract assumed and assigned or rejected, and inclusion of a Contract herein is not a final determination that such Contract will, in fact, be assumed and assigned.

**PLEASE TAKE FURTHER NOTICE** that the inclusion of a Contract herein shall not constitute or be deemed to be a determination or admission by the Debtors that such document is, in fact, an executory contract or unexpired lease within the meaning of section 365 of the Bankruptcy Code or that the Debtors have any liability thereunder.

DATED: \_\_\_\_\_, 2019

/s/ Gregory G. Hesse

Gregory G. Hesse (Texas Bar No. 09549419)  
HUNTON ANDREWS KURTH LLP  
1445 Ross Avenue  
Suite 3700  
Dallas, Texas 75209  
Telephone: (214) 979-3000  
Email: ghesse@HuntonAK.com

-and-

Tyler P. Brown (admitted *pro hac vice*)  
Jason W. Harbour (admitted *pro hac vice*)  
HUNTON ANDREWS KURTH LLP  
Riverfront Plaza, East Tower  
951 East Byrd Street  
Richmond, Virginia 23219  
Telephone: (804) 788-8200  
Email: tpbrown@HuntonAK.com  
jharbour@HuntonAK.com

*Counsel to the Debtors and Debtors in Possession*