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*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)**

**DEBTORS' MOTION FOR AN ORDER SUPPLEMENTING ORDER  
AUTHORIZING THE DEBTORS TO USE CASH COLLATERAL,  
GRANTING ADEQUATE PROTECTION AND RELATED RELIEF**

**THE DEBTORS HAVE REQUESTED THAT AN EXPEDITED HEARING BE HELD ON THIS MATTER FOR JANUARY 18, 2018, AT 1:30 P.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.<sup>2</sup>**

**IF YOU OBJECT TO THE RELIEF REQUESTED, YOU MUST RESPOND IN WRITING BY FILING YOUR RESPONSE WITH THE CLERK OF THE BANKRUPTCY COURT NO LATER THAN JANUARY 17, 2018, AT 6:00 P.M. (PREVAILING CENTRAL TIME).**

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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> See *Motion of the Debtors and Debtors in Possession for Setting and Request for Expedited Hearing on the Debtors' Motion for an Order Supplementing Order Authorizing the Debtors to Use Cash Collateral, Granting Adequate Protection and Related Relief* filed contemporaneously herewith.

**YOU MUST SERVE A COPY OF YOUR RESPONSE ON THE PARTIES INCLUDED ON THE MASTER SERVICE LIST FILED WITH THE COURT. IF YOU FAIL TO DO SO, THE COURT MAY TREAT THIS MOTION AS UNOPPOSED AND GRANT THE RELIEF REQUESTED HEREIN.**

The above captioned debtors and debtors-in-possession (collectively, the “Debtors”), by and through their undersigned counsel, hereby move the Court (the “Motion”), pursuant to sections 105, 361, and 363 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1532 (as amended, the “Bankruptcy Code”) and Rule 4001 of the Federal Rules of Bankruptcy Procedure (the “Bankruptcy Rules”), for the entry of an order substantially in the form attached hereto as Exhibit A (the “Supplemental Order”) to supplement the *Order Authorizing the Debtors to Use Cash Collateral, Granting Adequate Protection and Related Relief* [Doc. No. 182] (the “Cash Collateral Order”). In support of this Motion, the Debtors respectfully represent as follows:

**I. Jurisdiction, Venue and Predicates for Relief**

1. The Court has jurisdiction over this matter pursuant to 28 U.S.C. §§ 157 and 28 U.S.C. § 1334(b). Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding within the meaning of 28 U.S.C. §157 (b)(2).

2. The predicates for the relief requested herein are sections 105, 361, and 363 of the Bankruptcy Code and Bankruptcy Rule 4001..

**II. Background**

3. On October 23, 2017 (the “Petition Date”), each of the Debtors filed with the Court its respective voluntary petition for relief under chapter 11 of the Bankruptcy Code, commencing the above-captioned chapter 11 cases (the “Bankruptcy Cases”). On October 27, 2017, the Court entered an order authorizing the joint administration of these Bankruptcy Cases [Doc. No. 34].

4. On November 2, 2017, the United States Trustee appointed the Official Committee of Unsecured Creditors (the “Committee”) in the Bankruptcy Cases. No trustee or examiner has been appointed.

5. A full description of the Debtors’ business operations, corporate structures, capital structures, and reasons for commencing these cases is set forth in full in the *Declaration of Barney Briggs in support of the Debtors’ Chapter 11 Petitions and First Day Pleadings* [Doc. No. 12] (the “Briggs Declaration”), which is incorporated herein by reference.

**A. VPC Adversary Proceeding**

6. On the Petition Date, Plaintiffs Think Finance, LLC (“Think Finance”), Think Finance SPV, LLC (“Think SPV”), and TC Administrative Services, LLC (“TCAS” or “Agent”; and together with Think Finance and Think SPV, “Plaintiffs”) commenced Adversary Proceeding No. 17-03106 (the “VPC Adversary Proceeding”) by filing the Verified Complaint [Adv. Proc. No. 1] (the “Complaint”) against defendants Victory Park Capital Advisors, LLC (“Victory Park”), Victory Park Management, LLC (“VP Management”), GPL Servicing, Ltd. (“GPLS”), and GPL Servicing Agent, LLC (the “Collateral Agent”; and together with Victory Park, VP Management, and GPLS, the “GPLS Secured Parties”).<sup>3</sup>

7. On October 31, 2017, the Court entered in the VPC Adversary Proceeding the Agreed Order [Adv. Proc. No. 22] (the “Agreed Order”), which established an escrow account at Metropolitan Commercial Bank (the “Escrow Account”). The Agreed Order required the GPLS Secured Parties to deposit the Transferred Funds (as defined in the Complaint) into the Escrow

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<sup>3</sup> The defendants in the VPC Adversary Proceeding are referred to herein as the “GPLS Secured Parties” because that is the defined term used in the Cash Collateral Order. The Debtors reserve all rights to contest whether and the extent to which the GPLS Secured Parties have valid perfected security interests in any of the Debtors’ property.

Account and required the GPLS Secured Parties to deposit all additional funds GPLS receives into the Escrow Account subject to the GPLS Holdback (as defined in the Agreed Order).

8. On December 7, 2017, the Court entered the *Order Granting Preliminary Injunction* [Adv. Proc. No. 73] (the “Preliminary Injunction Order”). In the Preliminary Injunction Order, the Court ordered the turnover to the Debtors of \$5 million of funds held in the Escrow Account, and ordered the GPLS Secured Parties to cause GPLS to continue to transfer all funds to the Escrow Account subject to the GPLS Holdback (as defined in the Preliminary Injunction Order).

9. On December 15, 2017, the Court entered in the VPC Adversary Proceeding the Agreed Amended Scheduling and Case Management Order (Adv. Proc. No. 75) (the “First Scheduling Order”). On January 11, 2018, the Debtors submitted to the Court for entry the Agreed Second Amended Scheduling and Case Management Order (the “Second Scheduling Order”; and together with the First Scheduling Order, the “Scheduling Orders”).

10. Pursuant to the Scheduling Orders, the trial in the VPC Adversary Proceeding is currently scheduled to begin on February 26, 2018. Prior to reaching an agreement concerning the Standstill (as defined below), the Debtors and the GPLS Secured Parties were engaged in document discovery and fact depositions were scheduled for January 18, 2018, through January 25, 2018. Further, numerous pleadings are pending in the VPC Adversary Proceeding, including motions to dismiss and motions for summary judgment, with certain of those motions scheduled to be heard on January 23, 2018.

**B. The Cash Collateral Order**

11. On December 7, 2017, the Court entered the *Order Authorizing the Debtors to Use Cash Collateral, Granting Adequate Protection and Related Relief* [Doc. No. 182] (the

“Cash Collateral Order”), which approved the Debtors’ cash collateral motion as set forth therein and authorized the Debtors’ use of cash collateral consistent with a Thirteen Week Forecast (as defined in the Cash Collateral Order).

12. Paragraph 7 of the Cash Collateral Order sets forth a process for the GPLS Secured Parties to provide notice to the Debtors, the U.S. Trustee, and the Committee (collectively, the “Notice Parties”) for expenses incurred by the GPLS Secured Parties that the GPLS Secured Parties would like paid from the GPLS Funds (as defined in the Cash Collateral Order). Paragraph 7 of the Cash Collateral Order also provides a process for the Notice Parties to object to such expenses and for the resolution of such objections.

13. To date, all of the expenses submitted to the Notice Parties by the GPLS Secured Parties have been objected to by the Debtors and the Committee. The U.S. Trustee has not objected to any of such expenses.

**B. The Standstill and the Supplemental Order**

14. The Debtors and the GPLS Secured Parties have engaged in extensive good-faith arms’ length negotiations that have resulted in an agreement to stay the VPC Adversary Proceeding (the “Standstill”), which the Debtors believe may save the Debtors’ estates millions of dollars. Among other things, by agreeing to the Standstill the Debtors and the GPLS Secured Parties have agreed to cease incurring additional fees and expenses concerning their disputes with each other in the VPC Adversary Proceeding.

15. The Debtors believe that the Standstill may save the Debtors’ estates millions of dollars because the Debtors anticipate incurring many hundreds of thousands of dollars of professional fees and expenses, if not more, in connection with the VPC Adversary Proceeding

between now and the trial, which is scheduled to begin on February 26, 2018. In fact, depending on the results of the trial, such amounts could continue to accrue into March and beyond.

16. Moreover, the GPLS Secured Parties have asserted, and intend to assert, claims against the Debtors for the reimbursement of all of the professional fees and expenses the GPLS Secured Parties incur in connection with the VPC Adversary Proceeding. The Debtors anticipate that the future professional fees and expenses of the GPLS Secured Parties through the February 26, 2018, trial date would be many hundreds of thousands of dollars, if not more.

17. The Debtors believe that the Standstill may allow the Debtors to avoid ever paying the fees and expenses that otherwise would be incurred by the Debtors and the GPLS Secured Parties in the VPC Adversary Proceeding. The Standstill may allow the Debtors to avoid ever paying such fees and expenses because the Standstill will provide the Debtors and the GPLS Secured Parties with an opportunity to negotiate a consensual resolution of their disputes.

18. Perhaps more importantly, however, the Standstill will allow the Debtors to focus their limited time and resources on resolving, whether through litigation or negotiation, the numerous consumer borrower proofs of claim filed against the Debtors. Depending on the resolution of the consumer borrower claims, such a resolution may eliminate the need to proceed with the VPC Adversary Proceeding altogether, or at least facilitate a negotiated settlement of the VPC Adversary Proceeding. As a result, the Debtors believe that the Standstill will provide the Debtors the opportunity to resolve these bankruptcy cases as efficiently as possible

19. The terms of the Standstill are set forth in the Agreed Third Amended Scheduling and Case Management Order (the "Third Agreed Scheduling Order"), a copy of which is attached hereto as Exhibit B. As set forth in the Third Agreed Scheduling Order, the Standstill would last through at least April 23, 2018, which is the bar date for governmental units to file

proofs of claim against the Debtors, and it is possible that the Standstill would last well past April 23.

20. In connection with negotiating the Standstill, the GPLS Secured Parties have indicated that they will not agree to the Standstill and the entry of the Third Agreed Scheduling Order unless the Supplemental Order is entered. The GPLS Secured Parties have indicated that upon this Court's approval of the Supplemental Order, the Debtors may submit the Third Agreed Scheduling Order to the Court for entry in the VPC Adversary Proceeding to implement the Standstill. Thus, the entry of the Supplemental Order is necessary for the Standstill to occur.

21. Paragraph 2 of the Supplemental Order provides for the payment from the GPLS Funds of certain fees and expenses incurred by certain of the professionals of the GPLS Secured Parties. The Debtors, however, negotiated for a disgorgement provision that expressly allows the Debtors and/or the Committee to seek disgorgement of any such fees and expenses that are paid in the event the Court were to later conclude that they were not owed under applicable law. Paragraph 3 of the Supplemental Order contains that disgorgement provision and, accordingly, expressly confirms that no party's rights will be prejudiced by the relief provided in the Supplemental Order.

22. The Debtors acknowledge that, like the Debtors, the Committee objected to the allowance of the amounts authorized to be paid by the Supplemental Order. The rights of the Committee, however, whether pursuant to the Cash Collateral Order or otherwise, will not be prejudiced by the Supplemental Order because of the disgorgement provisions contained in the Supplemental Order.

23. The Debtors, in their continuing effort to work closely with the Committee, have generally kept the Committee apprised of the efforts of the Debtors and the GPLS Secured

Parties to negotiate the Standstill. Among other occasions, counsel to the Debtors discussed the potential Standstill with counsel to the Committee beginning with calls in late December, 2017, and periodic calls on three or more occasions in early January 2018. Additionally, counsel to the Debtors and counsel to the Committee discussed the latest rounds of negotiations of the Standstill on January 10, 2018, and on January 12, 2018.

24. Although as of the filing of this Motion, the Debtors' understanding is that the Committee opposes the entry of the Supplemental Order due solely to the payment of certain fees from the GPLS Funds, the Debtors nevertheless seek approval of the Supplemental Order in order to attempt to take advantage of the substantial benefits of the Standstill. The Debtors intend to continue to engage in discussions with the Committee until the hearing on this Motion to attempt to reach a consensual resolution on the Supplemental Order.

### **III. Relief Requested**

25. By this Motion, the Debtors seek entry of the Supplemental Order.

### **IV. Basis for Relief**

26. Pursuant to Paragraph 11 of the Cash Collateral Order, the Court retains exclusive jurisdiction over any and all matters arising from or related to the implementation or interpretation of the Cash Collateral Order.

27. As discussed above, the Supplemental Order will provide substantial benefits to the Debtors' estates and creditors by enabling the Standstill to occur.

28. At the same time, the Supplemental Order will not prejudice the Debtors or the Committee in light of the disgorgement provision in Paragraph 3. Paragraph 3 of the Supplemental Order expressly provides that the payments authorized to be made from the GPLS Funds by the Supplemental Order are subject to the reservation of rights of the Debtors and the



Committee to seek disgorgement in the event the Court determines that the fees and/or expenses were not required to be paid, and that no person or entity may assert waiver, estoppel, or any other defense to disgorgement relating to the Debtors' agreement to such payment or the authorization by the Court for such payment to be made. Thus, the rights of the Debtors and the Committee, whether pursuant to the Cash Collateral Order or otherwise, will not be prejudiced as a result of the entry of the Supplemental Order, while the Debtors' estates will receive the substantial benefits that flow from the Standstill.

29. As a result of all of the foregoing, entry of the Supplemental Order is in the best interests of the Debtors' estates and creditors.

**V. Notice**

30. Notice of this Motion has been provided in accordance with the Order Granting Complex Chapter 11 Bankruptcy Case Treatment [Doc. No. 39] entered by this Court on October 27, 2017. The Debtors submit that no other or further notice need be provided.

WHEREFORE, the Debtors respectfully request that the Court (i) enter an order substantially in the form attached hereto as Exhibit A to supplement the Cash Collateral Order; and (ii) grant such other and further relief as the Court may deem proper.

DATED: January 14, 2018

Respectfully submitted,

/s/ Gregory G. Hesse

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*Counsel to the Debtors and Debtors in Possession*

**EXHIBIT A**

**SUPPLEMENTAL ORDER**

**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**

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

**Jointly Administered**

**ORDER SUPPLEMENTING ORDER AUTHORIZING THE  
DEBTORS TO USE CASH COLLATERAL, GRANTING  
ADEQUATE PROTECTION AND RELATED RELIEF**

Upon the motion (the “Motion”)<sup>2</sup> of the above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) for entry of an order, pursuant to sections 105, 361, and 363 of the Bankruptcy Code and Bankruptcy Rule 4001, to supplement the *Order Authorizing the Debtors to Use Cash Collateral, Granting Adequate Protection and Related Relief* [Doc. No.

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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 or the Cash Collateral Order.

182] (the “Cash Collateral Order”), and the presentation at the hearing on the Motion (the “Hearing”); 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 interest of the Debtors, their estates and creditors; (d) notice of the Motion and the Hearing has been adequate and appropriate; and (e) based on the record established at the Hearing and 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 relief requested in the Motion is hereby GRANTED as set forth herein.
2. Subject to paragraph 3 below, the GPLS Secured Parties are authorized to pay from the GPLS Funds the following amounts of the following invoices: (i) \$805,563.99 to Kirkland & Ellis LLP (“K&E”), as counsel to the GPLS Secured Parties, in payment of the invoice of K&E delivered by the GPLS Secured Parties to the Notice Parties on December 29, 2017; (ii) \$33,006.75 to McGuireWoods LLP (“McGuireWoods”), as counsel to the GPLS Secured Parties, in payment of the invoices of McGuireWoods delivered by the GPLS Secured Parties to the Notice Parties on December 29, 2017; and (iii) \$1,700.20 to Potter Anderson Corroon LLP (“Potter Anderson”), as counsel to the GPLS Secured Parties, in payment of the invoice of Potter Anderson delivered by the GPLS Secured Parties to the Notice Parties on December 29, 2017.
3. The payments authorized by Paragraph 2 are made subject to the reservation of rights of the Debtors and the Committee to seek disgorgement in the event the Court determines that the fees and/or expenses were not required to be paid to K&E, McGuireWoods, or

PotterAnderson in accordance with applicable law, and neither the GPLS Secured Parties, K&E, McGuireWoods, PotterAnderson, nor any other person or entity may assert waiver, estoppel, or any other defense to disgorgement relating to (i) the agreement by the Debtors or any other person or entity for such payment to be made or (ii) the authorization by the Court in this Order for such payment to be made.

4. Except for authorizing the payments identified in Paragraph 2 subject to Paragraph 3, nothing in this Order amends, limits, or alters in any way the Order Granting Preliminary Injunction (Adv. Proc. Dkt. 73) (the "Preliminary Injunction Order") or the Order Authorizing the Debtors to Use Cash Collateral, Granting Adequate Protection and Related Relief (Dkt. 182).

5. Without limiting Paragraph 4 in any way, nothing in this Order or the Motion shall be construed as prejudicing the rights of any party in interest to dispute or contest whether (i) any of the GPLS Secured Parties, or any other party, has a valid perfected security interest in the cash collateral or any other assets of the Debtors or (ii) any property constitutes property of the Debtors' estates under section 541 of the Bankruptcy Code.

6. Notwithstanding any Bankruptcy Rule (including, but not limited to, Bankruptcy Rule 6004(h)) or Local Bankruptcy Rule that might otherwise delay the effectiveness of this Order, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

7. This Court shall retain exclusive jurisdiction over any and all matters arising from or related to the implementation or interpretation of this Order.

###END OF ORDER###

Submitted by:

/s/ Gregory G. Hesse

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**EXHIBIT B**

**THIRD AGREED SCHEDULING ORDER**



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

<b>In re:</b>  <b>THINK FINANCE, LLC, <i>et al.</i>,</b>  <b>Debtors.<sup>1</sup></b>	<b>Chapter 11</b>  <b>Case No. 17-33964-11 (HDH)</b>  <b>(Joint Administration Requested)</b>
<b>THINK FINANCE, LLC, THINK FINANCE SPV, LLC, and TC ADMINISTRATIVE SERVICES, LLC,</b>  <b>Plaintiffs/Counter-Defendants,</b>  <b>v.</b>  <b>VICTORY PARK CAPITAL ADVISORS, LLC, VICTORY PARK MANAGEMENT, LLC, GPL SERVICING, LTD., GPL</b>	<b>Adversary Proceeding No. 17-03106-hdh</b>

<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).

**SERVICING AGENT, LLC,**

**Defendants/Counter-Plaintiffs/Third-Party  
Plaintiffs,**

**v.**

**CORTEX HOLDINGS, LLC, CORTEX  
MANAGEMENT, LLC, CORTEX  
SERVICES, LLC, CORTEX SOVEREIGN,  
LLC, TF INVESTMENT SERVICES, LLC,  
TF HOLDINGS, LLC, AND JORA CREDIT  
HOLDINGS, LLC,**

**Third-Party Defendants.**

**AGREED THIRD AMENDED SCHEDULING AND CASE MANAGEMENT ORDER**

Upon the Court's October 24, 2017, Order Regarding Adversary Proceedings Trial Setting and Alternative Scheduling Order (Adv. Proc. Dkt. 7) (the "Order Regarding Adversary Proceedings"), the Court's December 15, 2017, Agreed Amended Scheduling and Case Management Order (Adv. Proc. Dkt. 75) (the "First Scheduling Order"), and the Court's January [ ], 2018, Agreed Second Amended Scheduling and Case Management Order (Adv. Proc. Dkt. [ ]) (the "Second Scheduling Order"; and together with the First Scheduling Order, the "Prior Scheduling Orders"), and upon the good faith, arms' length negotiations of Plaintiffs, Think Finance, LLC, Think Finance SPV, LLC, and TC Administrative Services, LLC ("Plaintiffs"), and Defendants, Victory Park Capital Advisors, LLC, Victory Park Management, LLC, GPL Servicing, Ltd., and GPL Servicing Agent, LLC ("Defendants," and together with Plaintiffs, the "Parties"), and upon the agreement of the Parties to the relief set forth herein,

IT IS HEREBY ORDERED THAT:

1. All of the dates and deadlines identified in the Order Regarding Adversary Proceedings or in the Prior Scheduling Orders are hereby stayed until such stay is lifted in accordance with the procedures set forth herein.

2. Without in any way limiting Paragraph 1, the stay set forth in Paragraph 1 applies to, among others, the deadlines for replying in support of Defendants' Motion to Dismiss, responding to and replying in support of Plaintiffs' Motion for Summary Judgment, responding to and replying in support of the Motion to Dismiss filed by Cortex Holdings, LLC, Cortex Management, LLC, Cortex Services, LLC, Cortex Sovereign, LLC, TF Investment Services, LLC, TF Holdings, LLC, and Jora Credit Holdings, LLC (collectively, "Third-Party Defendants"), objecting or otherwise responding to any discovery served by any of the Parties in this Adversary Proceeding, and all of the other dates and deadlines in the Order Regarding Adversary Proceedings or in the Prior Scheduling Orders.

3. All hearings scheduled or contemplated by the Order Regarding Adversary Proceedings or the Prior Scheduling Orders are hereby continued until new hearings are scheduled in accordance with the procedures set forth herein.

4. Without in any way limiting Paragraph 3, the continuance set forth in Paragraph 3 applies to, among others, the January 23, 2018, hearing concerning Defendants' Motion to Dismiss and Plaintiffs' Motion for Summary Judgment, the February 13, 2018, trial docket call, and the February 26, 2018, trial.

5. The Parties stipulate and agree that during the stay and continuance period provided by this Order (the "Standstill Period"), the Parties shall cease incurring additional fees or expenses concerning the Parties' disputes with each other in this Adversary Proceeding.

6. The Standstill Period shall continue until at least April 23, 2018, unless otherwise agreed upon by the Parties.

7. After April 23, 2018, the Standstill Period shall terminate at the earliest of (i) a date agreed upon by the Parties; (ii) ten (10) days after Plaintiffs provide a notice of termination of the Standstill Period to Defendants; or (iii) ten (10) days after Defendants provide a notice of termination of the Standstill Period to Plaintiffs (any notice provided pursuant to (ii) or (iii), a "Standstill Termination Notice").

8. During the ten (10) days after a Standstill Termination Notice is provided, the Parties shall negotiate in good faith concerning the terms of an Agreed Fourth Amended Scheduling and Case Management Order, and contact the Court to obtain a Trial date and any other necessary hearing dates, with the agreed goals of obtaining a Trial within approximately eighty (80) days after the termination of the Standstill Period and maintaining the approximate timing of the various dates, deadlines, and hearings, that existed prior to the entry of this Order.

9. If the Parties are unable to agree on the terms of the Agreed Fourth Amended Scheduling and Case Management Order, the Parties shall agree to schedule a telephonic conference with the Court at the Court's first available date following the termination of the Standstill Period to address any issues on which the Parties have not agreed.

10. Nothing in this Order amends, limits, or alters in any way the Order Granting Preliminary Injunction (Adv. Proc. Dkt. 73) (the "Preliminary Injunction Order") or the Order Authorizing the Debtors to Use Cash Collateral, Granting Adequate Protection and Related Relief (Dkt. 182), including, without limitation, the rights of Plaintiffs and Defendants identified in Paragraph 8 of the Preliminary Injunction Order.

11. Except as expressly set forth herein, nothing in this Order affect the rights of any of the Parties.

###END OF ORDER###

Dated: January [ ], 2018

Respectfully Submitted,

/s/ Gregory G. Hesse

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*Counsel for Defendants/Counter-Plaintiffs/Third-Party Plaintiffs*