



This is the 3rd affidavit
of Peter Kravitz in this case
and was made on October 10, 2023

No. S235288
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C., 1985 c. C-36, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF NEXTPOINT
FINANCIAL, INC. AND THOSE PARTIES LISTED ON SCHEDULE "A"

PETITIONERS

AFFIDAVIT

I, Peter Kravitz, of 2360 Corporate Circle, Suite 340, Henderson, Nevada 89074,
professional fiduciary, AFFIRM THAT:

1. I am the Chief Restructuring Officer of the Petitioners and as such I have personal knowledge of the facts and matters to which I depose in this affidavit, except where stated to be based on information and belief, and where so stated, I verily believe them to be true.
2. All capitalized terms used, but not otherwise defined herein have the meanings given to them in my first Affidavit, sworn July 25, 2023, or my second Affidavit, sworn September 18, 2023. All amounts in this Affidavit are in USD, unless otherwise specified.
3. I make this affidavit in support of the Petitioners' application under the Companies' Creditors Arrangement Act, R.S.C. 1985, c. C-36, as amended (the "CCAA") seeking the extension of the Stay Period and other miscellaneous relief.

Sales Process

4. The total amount of debt (excluding interest) owing by the NextPoint Group at the time of filing this CCAA proceeding was approximately \$283.5 million.
5. The debt is broken down as follows:
 - (a) \$125.7 million of secured debt owing by NPI Holdco under the NP/LT Credit Agreement;

- 2 -

- (b) \$75.41 million of secured debt owing by LT Holdco under the NP/LT Credit Agreement;
 - (c) \$70 million of secured debt owing under the Community Tax Facility, which is comprised of:
 - (i) \$45 million of senior debt held by Drake Enterprises;
 - (ii) \$15 million of subordinated debt held by Frontier Capital Group Ltd.; and
 - (iii) \$10 million of subordinated debt to BP Commercial Funding Trust II, Series SPL-I; and
 - (d) approximately \$12.4 million in unsecured debt to various parties.
6. Since the filing of these proceedings, the Petitioners have incurred an additional \$25 million of secured debt under the DIP Facility Agreement.
7. Attached to this Affidavit and marked as Exhibit "A" is a summary of the NextPoint Group's total debt.

SISP Update

8. Under the SISP, potential bidders had until the Phase 1 Deadline to submit a general description of the assets or businesses of the NextPoint Group that would be the subject of the bid and that reflected a reasonably likely prospect of culminating in a Qualified Bid (as defined in the SISP), as determined by the NextPoint Group in consultation with the Monitor and the BP Lenders.
9. The Petitioners and the Monitor received two non-binding indications of interest (the "IOIs").
10. The SISP provided that to be a "Qualified Bid", the bid needed to, among other things, pay in full or assume the BP NP-Liberty Claims (unless the BP Lenders agreed to waive this requirement). Any assumption of the BP NP-Liberty Claims was subject to the consent of the Lenders. After discussions with the Monitor and the BP Lenders, the Petitioners and I concluded that neither IOI had a reasonable prospect of satisfying this requirement to become a Qualified Bid.
11. The first potential bidder presented an offer consisting of \$40 million of cash consideration and the assumption of certain of the BP NP-Liberty Claims, rather than repayment thereof, which would require the consent of the BP Lenders. I consulted with the BP Lenders who advised that they did not consent to the terms of the offer as submitted and would not be able to come to terms on the proposal with the potential bidder.
12. The second potential bidder (the "**Second Potential Bidder**") presented an offer consisting of a range for the potential purchase price. The maximum of this range was \$200 million (with \$171.6 million allocated to the Purchased LT Assets and \$28.4 million allocated to the Purchased CTAX Assets). This would not pay the BP NP-Liberty Claims in full.

13. I had discussions with the Second Potential Bidder to clarify the party's bid and consider whether it could be enhanced so that it had a reasonable prospect of culminating in a Qualified Bid.
14. After conversations with the Second IOI Party, I determined, in consultation with the Monitor and the DIP Lenders, that neither of the IOIs had a reasonable prospect of culminating in a Qualified Bid. Neither of the IOIs contemplated the payment in full in cash on closing of the BP NP-Liberty Claims and consent of the BP Lenders to such transactions would therefore be required pursuant to the terms of the SISP. In consultation with the Monitor and I, the BP Lenders and Drake advised that they would amend their bid (the "**Amended Bid**") to increase the consideration to \$271,090,000 of credit bid or assumed debt, plus the assumption of certain other specified liabilities.

The Transaction Agreement

15. The Petitioners and the BP Lenders are in the process of settling a revised transaction agreement (the "**Transaction Agreement**"), which increases the consideration to that set forth in the Amended Bid and revises the structure to a "reverse vesting order" (which would involve the retention of several hundred contracts, including over 300 identified as material contracts) in light of recently identified information¹ that leaves such structure as the only way to complete the transactions and achieve the commercial terms contemplated in the original Stalking Horse Bid, the details of which will be set forth in an application to be served in the near term.

The Stay Extension

16. The NextPoint Group, the BP Lenders, Province, and I have been engaged in discussions to develop a plan for the wind-down of the LoanMe Entities (the "**Plan**").
17. To continue to develop and finalize the Plan and the Transaction Agreement, the Petitioners are seeking a 30-day extension of the Stay of Proceedings, up to and including November 20, 2023.

¹ Including the identification of the following critical and non-transferrable assets:

- a) the "Electronic Filing Identification Numbers" ("**EFINs**") held by the Compromised LT Entities, which were issued by the Internal Revenue Service ("**IRS**"). The EFINs allow such entities to file tax returns on behalf of customers (i.e., the core business of Liberty Tax) and represent customers in connection with IRS investigations (i.e., the core business of Community Tax). The EFINs are non-transferrable;
- b) the registered "Franchise Disclosure Document" ("**FDD**") held by JTH Tax, LLC ("**JTH**"), which is currently invalid due to a lack of audited financial statements. JTH intends to have such audited financial statements available by the end of this year with a view to bringing its FDD into compliance and resuming franchising at such time, which is critical to the business. A registered FDD cannot be transferred; and
- c) the payroll function for the bulk of the Petitioners' employees through a complex, non-transferable system developed by ADP specifically for the company's operations across all fifty states.

18. The Petitioners expect to return to Court in late October for approval of the Plan and the Transaction Agreement in the form of a reverse vesting order with a view to closing soon thereafter.

Cash Flow Forecast

19. The Petitioners, Province and I have provided an updated cash flow forecast, up to and including the end of the proposed stay of proceedings (the "**Cash Flow Forecast**").
20. Attached to this Affidavit and marked as Exhibit "**B**" is a true copy of the Cash Flow Forecast.
21. The Cash Flow Forecast shows that the cash flow is adequate to cover the expenses of the Petitioners up to the end of the proposed stay period.

The LoanMe Income Trusts


22. Counsel for the Petitioners have been in contact with the trustees of the LoanMe Income Trusts and their respective counsel.
23. The Petitioners have filed a statement with the U.S. Bankruptcy Court to advise that the LoanMe Income Trusts had been removed as petitioners.
24. Attached to this Affidavit and marked as Exhibit "**C**" is a true copy of the statement filed with the U.S. Bankruptcy Court on September 22, 2023.
25. In addition, both LoanMe Income Trusts have issued notices to their unit holders to advise of the CCAA filing and of the limited stay of proceedings granted by this Honourable Court on September 19, 2023.
26. Attached to this Affidavit and marked as Exhibit "**D**" is a true copy of the notices sent by the trustees to their note holders advising of these proceedings.
27. The Petitioners have been advised by counsel for the indenture and owner trustees for LoanMe Trust Prime 2018-1 that they support the granting of the stay until the end of the proceedings and have requested that the time limited nature of the limited stay granted be extended.
28. As of the time of the swearing of this Affidavit, discussions are ongoing with counsel for LoanMe Trust SBL 2019-1 and their position is expected by the time of the hearing of this application.
29. The Petitioners are unitholders of the LoanMe Income Trusts. I have been advised by the Petitioners that they do not have access to the various agreements and details regarding commercial arrangements between the LoanMe Income Trusts and third parties.
30. I have been advised by the Petitioners and the BP Lenders that they are concerned that the incorrect filing of the LoanMe Income Trusts and/or the filing of the Petitioners, which may constitute "affiliates" with the LoanMe Income Trusts as a result of their significant unit holdings, may create an event of default or give rise to other rights against the LoanMe

Income Trusts that could be detrimental to the LoanMe Income Trusts and, in turn, the value of the unit interests held therein by the Petitioners.

The NextPoint Board of Directors

- 31. The NextPoint Board of Directors (the "**Board**") carries a directors and officers insurance policy in the amount of \$15,000,000 (the "**D&O Policy**"). The D&O Policy has very favourable tail coverage for actions taken during the term of the policy.
- 32. The D&O Policy expires on October 20, 2023, and replacement insurance with the same coverage is cost-prohibitive and of limited benefit given the advanced state of the restructuring and the favourable terms of the existing policy.
- 33. It was originally contemplated that the sale would complete by October 10, 2023, and that the Board would see the restructuring through to the completion of the successful transaction identified by the SISP and the completion of these proceedings, which were previously anticipated to occur by such time.
- 34. The Directors have now advised me that they intend to resign on or before October 20, 2023, in light of the upcoming expiry of the D&O Policy. When the Board resigns, the CEO and I will be the only remaining officers or directors of NextPoint.
- 35. I agree to the proposed modifications of the CRO's powers under the proposed Second Amended and Restated Initial Order. Based on my experience in restructuring mandates, I believe that these additional powers will allow me to oversee the Petitioners' restructuring and operations so that the Petitioners can advance the Transaction Agreement, including returning to court for its approval, and continuing to develop the wind-up for the LoanMe business line.

AFFIRMED BEFORE ME at Clark County)
 Nevada on October 10, 2023)
 _____)
 A Notary Public in and for the State of)
 Nevada.)



 PETER KRAVITZ



Schedule "A"

1. NextPoint Financial, Inc.
2. NPI Holdco LLC

Liberty Tax Entities

1. LT Holdco, LLC
2. LT Intermediate Holdco, LLC
3. SiempreTax+ LLC
4. JTH Tax LLC
5. Liberty Tax Holding Corporation
6. Liberty Tax Service, Inc.
7. JTH Financial, LLC
8. JTH Properties 1632, LLC
9. Liberty Credit Repair, LLC
10. Wefile LLC
11. JTH Tax Office Properties, LLC
12. LTS Software LLC
13. JTH Court Plaza, LLC
14. 360 Accounting Solutions, LLC
15. LTS Properties, LLC

Community Tax Entities


16. CTAX Acquisition LLC
17. Community Tax Puerto Rico LLC
18. Community Tax LLC

LoanMe Entities

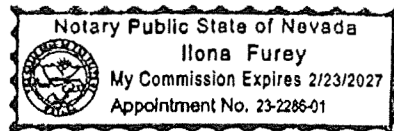
19. NPLM Holdco LLC
20. MMS Servicing LLC

21. LoanMe, LLC
22. LoanMe Funding, LLC
23. LM Retention Holdings, LLC
24. LoanMe Stores LLC
25. LM BP Holdings, LLC
26. InsightsLogic LLC
27. LM 2020 CM I SPE, LLC

This is **Exhibit "A"** referred to in the Affidavit of Peter Kravitz sworn before me at Clark County, Nevada on this the 10th day of October, 2023.



A Notary Public in and for the State of Nevada



NEXTPOINT GROUP'S TOTAL DEBT	
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SECURED DEBT (at time of filing CCAA Proceeding)

NP/LT Credit Agreement	
NP Revolving Credit Loans	\$ 125.7
LT Term Loan	\$ 75.4
Community Tax Facility	
Senior Debt held by Drake Enterprises	\$ 45.0
Subordinated Debt held by Frontier Capital Group	\$ 15.0
Subordinated Debt held by BP Commercial Funding Trust II, Series SPL-1	\$ 10.0
Total Secured Debt (at time of filing CCAA Proceeding)	\$ 271.1

UNSECURED DEBT (at time of filing CCAA proceeding)

Trade Debt	\$ 5.3
Frontier Capital Group Note	\$ 1.4
U.S. Small Business Administration Loan	\$ 0.5
Chilmark Administrative LLC Loan	\$ 2.6
Settlement and Litigation-Related Obligations	\$ 2.6
Total Unsecured Debt (at time of filing CCAA Proceeding)	\$ 12.4

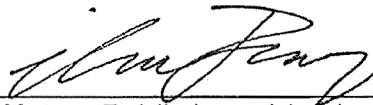
TOTAL DEBT (at time of filing CCAA Proceeding) \$ 283.5

ADDITIONAL SECURED DEBT

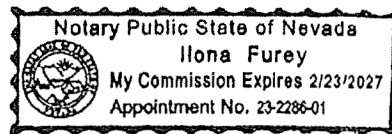
Draws under DIP Facility Agreement	\$ 25.0
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Note: All \$ figures shown are in millions and US Dollars.

This is **Exhibit "B"** referred to in the Affidavit of Peter Kravitz sworn before me at Clark County, Nevada on this the 10th day of October, 2023.



A Notary Public in and for the State of Nevada



NextPoint
Cash Flow Statement
For the 18-week period ending November 24, 2023

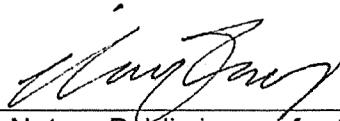
(US\$ in thousands)	Notes	Week Ending																	
		Weeks 1-10 30-Sep-23 Actual	Week 11 6-Oct-23 Forecast	Week 12 13-Oct-23 Forecast	Week 13 20-Oct-23 Forecast	Week 14 27-Oct-23 Forecast	Week 15 3-Nov-23 Forecast	Week 16 10-Nov-23 Forecast	Week 17 17-Nov-23 Forecast	Week 18 24-Nov-23 Forecast	Total								
Operating Receipts																			
	[1]	\$ 4,717	\$ 665	\$ 532	\$ 798	\$ 665	\$ 519	\$ 495	\$ 743	\$ 618	\$ 9,853								
	[2]	-4,482	310	310	310	351	351	847	1,094	970	7,127								
		9,199	975	842	1,108	975	971	847	1,094	970	16,980								
Operating Disbursements																			
	[3]	(2,307)	(323)	(281)	(281)	(344)	(298)	(255)	(256)	(319)	(4,666)								
	[4]	(10,827)	(1,393)	(362)	(399)	(849)	(1,495)	(395)	(395)	(845)	(16,960)								
	[5]	(617)	(401)	(112)	(112)	(114)	(372)	(83)	(83)	(84)	(1,978)								
	[6]	82	(2)	-	-	-	(2)	-	-	-	78								
	[7]	(6,482)	(1,418)	-	(1,843)	-	(1,410)	-	(1,410)	-	(12,563)								
		(20,151)	(3,538)	(755)	(2,636)	(1,307)	(3,577)	(734)	(2,144)	(1,248)	(36,089)								
		(10,951)	(2,563)	87	(1,528)	(332)	(2,607)	113	(1,049)	(278)	(19,110)								
Net Change in Cash from Operations																			
Non-Operating Items																			
	[8]	1,100	-	-	-	2,000	-	-	-	-	3,100								
	[9]	(2,589)	(15)	(2,989)	(663)	(663)	(663)	(1,013)	(663)	(663)	(11,022)								
		(1,489)	(15)	(2,989)	(663)	1,337	(663)	(1,013)	(663)	(663)	(7,922)								
Net Change in Cash from Financing																			
	[10]	-	-	3,262	-	-	-	-	-	-	3,262								
	[11]	25,000	-	-	-	-	-	-	-	-	25,000								
	[12]	(3,666)	(212)	-	-	(240)	(240)	-	-	-	(818)								
		21,334	(212)	3,262	-	-	(240)	-	-	-	27,414								
Net Change in Cash																			
		11,093	(2,790)	360	(2,191)	1,005	(3,509)	(900)	(1,712)	(941)	413								
Operating Cash																			
		4,791	15,884	13,093	15,453	12,267	8,757	7,857	6,145	6,145	4,791								
	[13]	15,884	13,093	13,453	11,262	12,267	8,757	7,857	6,145	5,203	5,203								
		21,668	28,977	26,546	26,715	24,534	16,614	15,714	12,290	11,348	10,000								

Peter Kravitz, Chief Restructuring Officer
Nextpoint Financial Inc.

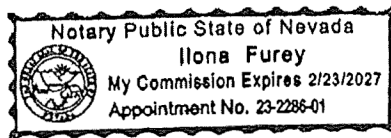
Notes:

- Management has prepared this Cash Flow Statement solely for the purposes of determining the liquidity requirements of NextPoint during the CCAA Proceedings. The Cash Flow Statement is based on the probable and hypothetical assumptions detailed below. Actual results will likely vary from performance projected and such variations may be material.
- [1] Community Tax operating receipts are forecast based on 2022 actuals, adjusted for differences in Internal Revenue Service (IRS) activity in pursuing collections (with the accompanying impact on demand for debt resolution work)
 - [2] Liberty Tax operating receipts are primarily derived from collections relating to financial products and royalties from franchisees, and are assumed to be consistent with current run rates and seasonality
 - [3] The most material component of Community Tax operating disbursements is advertising expenses which are critical to the Petitioners for customer relationship and revenue origination
 - [4] Liberty Tax operating disbursements relates to software licenses, rent, utilities and general accounts payable
 - [5] NextPoint operating disbursements are primarily comprised of corporate overhead costs, adjusted for recent restructuring initiatives
 - [6] LoanMe operating disbursements are very limited as the entity is in the process of being wound-down
 - [7] Employee compensation consists of total payroll and benefits on a consolidated basis between the NextPoint, Liberty Tax, and Community Tax
 - [8] Non-operating receipts are assumed to include a \$2.0 million receipt from the sale of a minority interest, granted as consideration in the sale of Trilogy Software Inc
 - [9] Restructuring professional fees include the fees and disbursements of the Petitioners' legal counsel, Chief Restructuring Officer, the Monitor, the Monitor's legal counsel, and the financial advisor and legal counsel to the lending syndicate. The Success Fee is not included in the Cash Flow Statement and is expected to be paid upon closing of an applicable transactions
 - [10] The reinstatement of the PCB Franchise Financing Agreement is projected to provide an additional ~\$3.3 million in funds to the Debtors as a result of the refinancing of outstanding loans from Liberty to various franchisee
 - [11] Interim financing of \$25.0m is anticipated to be advanced over the forecast period
 - [12] Interim financing fees and interest include a commitment fee of 1% payable in full on the date of the initial advance, and interest of SOFR plus 6.5% per annum
 - [13] Ending cash includes advanced amounts under the Interim Facility including amounts that may be held in a segregated, escrow bank account in support of professional fee

This is **Exhibit "C"** referred to in the Affidavit of Peter Kravitz sworn before me at Clark County, Nevada on this the 10th day of October, 2023.



A Notary Public in and for the State of Nevada



**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

NEXTPPOINT FINANCIAL INC., *et al.*,¹

Debtors in a foreign proceeding.

Chapter 15

Case No. 23-10983 (TMH)

(Jointly Administered)

FOREIGN DEBTORS' STATEMENT UNDER 11 U.S.C. § 1518

NextPoint Financial Inc., in its capacity as the duly appointed foreign representative (the “**Foreign Representative**”) for the above-captioned debtors (“**Debtors**”), which is the subject of the proceedings (the “**Canadian Proceedings**”) currently pending before the Supreme Court of British Columbia (the “**Canadian Court**”), initiated pursuant to the Companies’ Creditors Arrangement Act, R.S.C. 1985, c. C-36 (as amended, the “**CCAA**”), by and through its undersigned counsel, respectfully submits this statement of change in status under 11 U.S.C. § 1518.

On August 16, 2023, this Court entered an *Order Recognizing Canadian Proceeding as a Foreign Main Proceeding and Granting Related Relief* [D.I. 54], which recognized the Canadian Proceedings with respect to the Foreign Debtors. Thereafter, on September 19, 2023, the Canadian Court entered an *Order Made After Application* (the “**Canadian Order**”), providing for the removal of two of the Foreign Debtors, LoanMe Trust Prime 2018-1 and LoanMe Trust SBL 2019-

¹ The Debtors in these chapter 15 proceedings, together with the last four digits of their business identification numbers are: NextPoint Financial Inc. (6134); LT Holdco, LLC (8090); LT Intermediate Holdco, LLC (0811); SiempreTax+ LLC (6145); JTH Tax LLC (8391); Liberty Tax Holding Corporation (N/A); Liberty Tax Service, Inc. (N/A); JTH Financial, LLC (1522); JTH Properties 1632, LLC (0248); Liberty Credit Repair, LLC (5427); Wefile, LLC (6778); JTH Tax Office Properties, LLC (0248); LTS Software LLC (6450), JTH Court Plaza, LLC (2116); 360 Accounting Solutions LLC (8312); LTS Properties, LLC (9088); NPI Holdco LLC (1936); CTAX Acquisition LLC (6975); Community Tax Puerto Rico LLC (4349); Community Tax LLC (8001); NPLM Holdco LLC (8132); MMS Servicing LLC (7430); LoanMe, LLC (5663); LoanMe Funding, LLC (2305); LM Retention Holdings, LLC (N/A); LoanMe Trust-Prime 2018-1 (0257); LoanMe Trust SBL 2019-1 (N/A); LoanMe Stores, LLC (3810); InsightsLogic, LLC (0818); and LM 2020 CM I SPE, LLC (N/A). The location of the Debtors’ headquarters is 500 Grapevine Hwy, Suite 402, Hurst, TX 76054, and the Debtors’ mailing address is 1133 Melville St., Suite 2700, Vancouver, BC V6E 4E5.

1 (together, the “**LoanMe Income Trusts**”) as Petitioners from the Canadian Proceedings. The Canadian Order further provides that “all rights and remedies of any Person against or in respect of the LoanMe Income Trusts, or affecting the Trust Portfolios and Property, as a result of a Petitioner Default Event, are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor or leave of this Court.” Attached to this Statement as **Exhibit A** is a copy of the Canadian Order.

Pursuant to 11 U.S.C. § 1518, the Foreign Representative hereby notifies this Court of the change in status of the LoanMe Income Trusts and their removal as Petitioners from the Canadian Proceedings.

Dated: September 22, 2023
Wilmington, Delaware

Respectfully submitted,

DLA PIPER LLP (US)

/s/ R. Craig Martin
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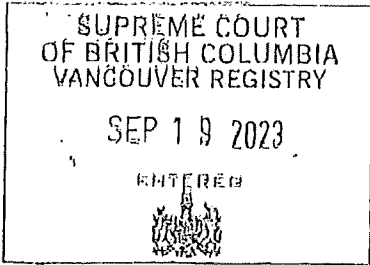
-and-

Rachel Ehrlich Albanese, Esq. (admitted *pro hac vice*)
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Counsel to the Foreign Representative

EXHIBIT A

Canadian Order Made After Application



No. S-235288
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS ARRANGEMENT ACT,
R.S.C., 1985 c. C-36, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND ARRANGEMENT OF NEXTPOINT
FINANCIAL, INC. AND THOSE PARTIES LISTED ON SCHEDULE "A"

PETITIONERS

ORDER MADE AFTER APPLICATION

BEFORE)	THE HONOURABLE JUSTICE)	September 19, 2023
)	FITZPATRICK)	
))	
))	

ON THE APPLICATION of the Petitioners coming on for hearing at 800 Smithe Street, Vancouver, B.C. on this date; AND ON HEARING Jeffrey D. Bradshaw, Samantha Arbor and Sean Gillis, articulated student, and those other counsel listed on Schedule "B" hereto; AND UPON READING the material filed, including the first affidavit of Peter Kravitz sworn July 25, 2023, the third affidavit of Wen-Shih Yang sworn September 13, 2023 (the "**Third Yang Affidavit**"), the First Report of FTI Consulting Canada Inc. (the "**Monitor**"), in its capacity as monitor of the Petitioners, dated August 2, 2023, and the Second Report of the Monitor dated September 18, 2023; AND pursuant to the *Companies' Creditors Arrangement Act*, R.S.C. 1985, c. C-36, as amended (the "**CCAA**"), the British Columbia Supreme Court Civil Rules, BC Reg 168/2009, and the inherent jurisdiction of this Honourable Court;

- 2 -

THIS COURT ORDERS AND DECLARES that:

1. The time for service of the Notice of Application for this order and the supporting materials is hereby abridged and this application is properly returnable today and hereby dispenses with further service thereof.
2. Capitalized terms used in this Order and not otherwise defined herein shall have the meanings ascribed to them in the Amended and Restated Initial Order of this Court dated August 3, 2023.
3. LM BP Holdings, LLC is added as a Petitioner in this proceeding and all prior Orders made herein shall apply *nunc pro tunc* to LM BP Holdings, LLC, as if it had been a Petitioner from commencement.
4. LM BP Holdings, LLC shall be added as a Petitioner to the Schedule "A" of the style of cause in these proceedings.
5. LoanMe Trust Prime 2018-1 and LoanMe Trust SBL 2019-1 shall be removed as Petitioners in this proceeding and all previous Orders made herein shall be of no force and effect, as if they had not been Petitioners from commencement of these proceedings.
6. LoanMe Trust Prime 2018-1 and LoanMe Trust SBL 2019-1 shall be removed as Petitioners from the Schedule "A" of the style of cause in these proceedings.
7. The Success Fee Calculation as set out in Exhibit "C" of the Third Yang Affidavit is hereby approved.
8. Until the next Application in this proceeding, no Proceeding shall be commenced or continued against or in respect of LoanMe Trust Prime 2018-1 and LoanMe Trust SBL 2019-1 (collectively, the "**LoanMe Income Trusts**"), or any of their current and future assets, business, undertaking and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the "**LoanMe Trust Property**"), and together with the Trust portfolios, the "**Trust Portfolios and Property**") including, without limitation, terminating, making any demand, accelerating, amending or declaring in default or taking any enforcement steps under any agreement or agreements, and no default or event of default shall have occurred or be deemed to have occurred under any such agreement or agreements, by reason of:

- 3 -

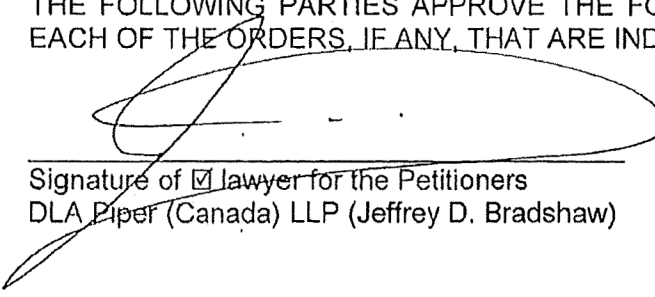
- (a) The insolvency of the Petitioners;
- (b) Any of the Petitioners or the LoanMe Income Trusts having ^{filed} made a petition to this Court under the CCAA;
- (c) Any of the Petitioners or the LoanMe Income Trusts being or having been party to these proceedings;
- (d) Any of the Petitioners taking any step related to these proceedings (including any step taken by the LoanMe Income Trusts prior to the issuance of this Order); or
- (e) Any default or cross-default arising from the matters set out in subparagraphs (a), (b), (c) or (d) above

(collectively, the "**Petitioner Default Events**").

- 9. Until the next Application in this proceeding, all rights and remedies of any Person against or in respect of the LoanMe Income Trusts, or affecting the Trust Portfolios and Property, as a result of a Petitioner Default Event, are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor or leave of this Court.
- 10. This Order shall have full force and effect in all provinces and territories in Canada.
- 11. Endorsement of this Order by counsel appearing on this application other than the counsel for the Petitioners is hereby dispensed with.

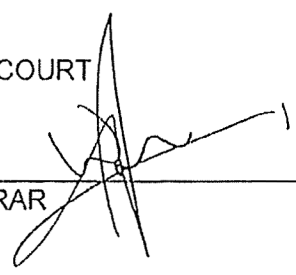
12. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal and regulatory or administrative bodies, having jurisdiction in Canada or in the United States of America, including the United States Bankruptcy Court overseeing the Petitioners' proceedings under Chapter 15 of the Bankruptcy Code in Case No. 23-10983-TMH, or in any other foreign jurisdiction, to give effect to this Order and to assist the Petitioners, the Monitor, and their respective agents in carrying out the terms of this Order. All courts, tribunals and regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Petitioners and the Monitor, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Petitioners and the Monitor and their respective agents in carrying out the terms of this Order.

THE FOLLOWING PARTIES APPROVE THE FORM OF THIS ORDER AND CONSENT TO EACH OF THE ORDERS, IF ANY, THAT ARE INDICATED ABOVE AS BEING BY CONSENT:



Signature of lawyer for the Petitioners
DLA Piper (Canada) LLP (Jeffrey D. Bradshaw)

BY THE COURT



REGISTRAR

Schedule "A"

1. NextPoint Financial, Inc.
2. NPI Holdco LLC

Liberty Tax Entities

1. LT Holdco, LLC
2. LT Intermediate Holdco, LLC
3. SiempreTax+ LLC
4. JTH Tax LLC
5. Liberty Tax Holding Corporation
6. Liberty Tax Service, Inc.
7. JTH Financial, LLC
8. JTH Properties 1632, LLC
9. Liberty Credit Repair, LLC
10. Wefile LLC
11. JTH Tax Office Properties, LLC
12. LTS Software LLC
13. JTH Court Plaza, LLC
14. 360 Accounting Solutions, LLC
15. LTS Properties, LLC

Community Tax Entities

1. CTAX Acquisition LLC
2. Community Tax Puerto Rico LLC
3. Community Tax LLC

Loan Me Entities

1. NPLM Holdco LLC
2. MMS Servicing LLC
3. LoanMe, LLC
4. LoanMe Funding, LLC

- 2 -

5. LM Retention Holdings, LLC
6. LoanMe Stores LLC
7. LM BP Holdings, LLC
8. InsightsLogic LLC
9. LM 2020 CM I SPE, LLC

- 3 -

SCHEDULE "B"

List of Counsel Appearing

Name of Counsel	Party Representing
Kibben Jackson Lisa Hiebert	The Monitor
Marc Wasserman Mary Buttery Dave Rosenblat	BasePoint
David Gruber	TMI Trust Company
Lance Williams	First Century Bank, NA
Heidi Esslinger	Frontier Capital Group Ltd
Martin Sennott	Drake

No. S-235288
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT,
R.S.C., 1985 c. C-36, AS AMENDED**

AND

**IN THE MATTER OF A PLAN OF COMPROMISE AND
ARRANGEMENT OF NEXTPOINT FINANCIAL, INC. AND
THOSE PARTIES LISTED ON SCHEDULE "A"**

PETITIONERS

ORDER MADE AFTER APPLICATION

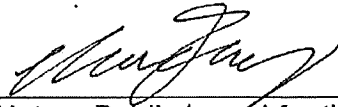
DLA Piper (Canada) LLP
Barristers & Solicitors
Suite 2700
1133 Melville Street
Vancouver, BC V6E 4E5

Tel. No. 604.687.9444
Fax No. 604.687.1612

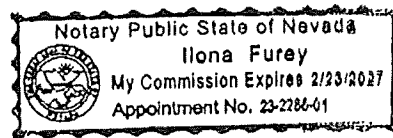
File No.: 109926-00007

SAA/day

This is **Exhibit "D"** referred to in the Affidavit of Peter Kravitz sworn before me at Clark County, Nevada on this the 10th day of October, 2023.



A Notary Public in and for the State of Nevada



Delaware Trust Company, as Owner Trustee and Grantor Trust Trustee
251 Little Falls Drive,
Wilmington, Delaware 19808

September 22, 2023

TMI Trust Company
901 Summit Avenue,
Fort Worth, Texas 76102
Attention: Sheryl Johnson
Fax: 817-872-2192
Email: sjohnson@tmico.com

AND

LoanMe, Inc.
c/o DLA Piper
Rachel Ehrlich-Albanese
1251 Avenue of the Americas
New York
New York
10020-1104

Email: rachel.albanese@us.dlapiper.com
Email: jeffrey.bradshaw@dlapiper.com

AND

The holders of the Notes (as defined in the Indenture)

Re: LoanMe SBL Prime 2019-1 (the "Trust") – Notice of Events that may constitute an Event of Default and Servicer Event of Default.

NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE REGISTERED AND BENEFICIAL OWNERS OF THE NOTES. TMI TRUST COMPANY, AS INDENTURE TRUSTEE IS REQUESTED, AND, IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO BENEFICIAL OWNERS OF THE NOTES IN A TIMELY MANNER.

Ladies and Gentlemen:

Reference is made to that certain Indenture dated as of August 28, 2019 (the “Indenture”), between the Trust, LoanMe Grantor Trust SBL 2019-1, TMI Trust Company, as indenture Trustee, paying agent, note registrar, and custodian. Reference is also made to that certain amended and restated trust agreement, dated as of August 28, 2019, among LoanMe Funding, LLC, as depositor, Delaware Trust Company, as owner trustee (in such capacity, the “Owner Trustee”) and certificate registrar, and LoanMe, Inc., as administrator and that certain amended and restated trust agreement dated as of August 28, 2019, between LoanMe Trust SBL 2019-1, as grantor and Delaware Trust Company, as grantor trust trustee (in such capacity, the “Grantor Trust Trustee”) and certificate register. Capitalized terms not defined herein have the meanings given to them in the Indenture.

- On September 18, 2023, counsel to Nextpoint Financial, Inc. (“Nextpoint”) notified counsel to the Owner Trustee and Grantor Trust Trustee, via telephonic conference to the following facts:
 - On July 26, 2023, Nextpoint (i) filed as a debtor under the Canadian Companies’ Creditors Arrangement Act in the Supreme Court of British Columbia and (ii) filed as debtor in a Chapter 15 Petition for Recognition of a Foreign Proceeding, attached hereto as **Exhibit A** in United States Bankruptcy Court for the District of Delaware (together, the “Parent Proceedings”);
 - In connection with the Parent Proceedings, on July 26, 2023, certain subsidiaries of Nextpoint (collectively, the “Petitioners”), including LoanMe, Inc. (the Sponsor under the Indenture and related Basic Documents) also (i) filed as debtors under the Canadian Companies’ Creditors Arrangement Act and (ii) filed as debtors in Chapter 15 Petitions for Recognition of a Foreign Proceeding in United States Bankruptcy Court for the District of Delaware (together, the “Subsidiary Proceedings” and together with the Parent Proceedings, the “Proceedings”);
 - The Trust was erroneously identified as a subsidiary of Nextpoint, and a filing naming the Trust as a debtor under the Canadian Companies’ Creditors Arrangement Act and as a debtor in the Chapter 15 Petition for Recognition of a Foreign Proceeding were made;
 - On September 18, 2023, Nextpoint filed a Notice of Application (the “Notice of Application”) in the Supreme Court of British Columbia, attached hereto as **Exhibit B** requesting, among other things, the removal of the Trust from the Proceedings;
- On September 19, 2023, a hearing on the Notice of Application was held in the Supreme Court of British Columbia.
- On September 19, 2023, the Supreme Court of British Columbia issued an Order (the “Order of the Supreme Court of British Columbia”), attached hereto as **Exhibit C**. Among other orders and declarations, the Supreme Court of British Columbia issued the below extracted and copied orders:

- Order # 5. LoanMe Trust Prime 2018-1¹ and LoanMe Trust SBL 2019-1 shall be removed as Petitioners in this proceeding and all previous Orders made herein shall be of no force and effect, as if they had not been Petitioners from commencement of these proceedings.
- Order # 6. LoanMe Trust Prime 2018-1 and LoanMe Trust SBL 2019-1 shall be removed as Petitioners from the Schedule “A” of the style of cause in these proceedings.
- Order #8. Until the next Application in this proceeding, no Proceeding shall be commenced or continued against or in respect of LoanMe Trust Prime 2018-1 and LoanMe Trust SBL 2019-1 (collectively, the “LoanMe Income Trusts”), or any of their current and future assets, business, undertaking and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the “LoanMe Trust Property”, and together with the Trust portfolios, the “Trust Portfolios and Property”) including, without limitation, terminating, making any demand, accelerating, amending or declaring in default of taking any enforcement steps under any agreement or agreements, and no default or event of default shall have occurred or be deemed to have occurred under any such agreement or agreements, by reason of:
 - (a) The insolvency of the Petitioners;
 - (b) Any of the Petitioners or the LoanMe Income Trusts having filed [illegible] a petition to this Court under the CCAA;
 - (c) Any of the Petitioners or the LoanMe Income Trusts being or having been party to these proceedings;
 - (d) Any of the Petitioners taking any step related to these proceedings (including any step taken by the LoanMe Income Trusts prior to the issuance of this Order); or
 - (e) Any default or cross-default arising from the matters set out in subparagraphs (a), (b), (c) or (d) above

(collectively, the “Petitioner Default Events”)
- Order # 9. Until the next Application in this proceeding, all rights and remedies of any Person against or in respect of the LoanMe Income Trusts, or affecting the Trust Portfolios and Property, as a result of a Petitioner Default Event, are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor or leave of this Court.
- On September 21, 2023, counsel to Nextpoint confirmed to counsel to the Owner Trustee and Grantor Trust Trustee, via telephonic conference, that its U.S. affiliate will enter a


¹ To the best knowledge of the Owner Trustee and Grantor Trust Trustee, LoanMe Trust Prime 2018-1 is a separate entity from LoanMe Trust SBL 2019-1 and is not related to the Indenture or Basic Documents.

request in the United States Bankruptcy Court for the District of Delaware to remove the Trust from the Proceeding in the United States Bankruptcy Court for the District of Delaware. As of the date of this notice, such request is pending submission.

THESE EVENTS MAY CONSTITUTE ONE OR MORE EVENTS OF DEFAULT AND SERVICER EVENTS OF DEFAULT UNDER THE INDENTURE AND THE LOAN SERVICING AGREEMENT. THIS IS A NOTICE DOCUMENT. THE OWNER TRUSTEE AND GRANTOR TRUST TRUSTEE ARE NOT PROVIDING LEGAL ADVICE WITH RESPECT TO THE MATTERS SET FORTH HEREIN OR WITH RESPECT TO EFFECT OF THE ORDER OF THE SUPREME COURT OF BRITISH COLUMBIA ON THE OCCURANCE OR NON-OCCURANCE OF AN EVENT OF DEFAULT UNDER THE INDENTURE OR THE LOAN SERVICING AGREEMENT.

The Owner Trustee and Grantor Trust Trustee are providing notice of such events hereunder so known to the Owner Trustee and Grantor Trust Trustee.

DELAWARE TRUST COMPANY, not in its individual capacity but solely as Owner Trustee and Grantor Trust Trustee

By: 
Name: Gregory Daniels
Title: Vice President

Delaware Trust Company, as Owner Trustee and Grantor Trust Trustee
251 Little Falls Drive,
Wilmington, Delaware 19808

September 22, 2023

TMI Trust Company
901 Summit Avenue,
Fort Worth, Texas 76102
Attention: Sheryl Johnson
Fax: 817-872-2192
Email: sjohnson@tmico.com

AND

LoanMe, Inc.
c/o DLA Piper
Rachel Ehrlich-Albanese
1251 Avenue of the Americas
New York
New York
10020-1104

Email: rachel.albanese@us.dlapiper.com
Email: jeffrey.bradshaw@dlapiper.com

AND

The holders of the Notes (as defined in the Indenture)

Re: LoanMe SBL Prime 2019-1 (the "Trust") – Notice of Events that may constitute an Event of Default and Servicer Event of Default.

NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE REGISTERED AND BENEFICIAL OWNERS OF THE NOTES. TMI TRUST COMPANY, AS INDENTURE TRUSTEE IS REQUESTED, AND, IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO BENEFICIAL OWNERS OF THE NOTES IN A TIMELY MANNER.

Ladies and Gentlemen:

Reference is made to that certain Indenture dated as of August 28, 2019 (the “Indenture”), between the Trust, LoanMe Grantor Trust SBL 2019-1, TMI Trust Company, as indenture Trustee, paying agent, note registrar, and custodian. Reference is also made to that certain amended and restated trust agreement, dated as of August 28, 2019, among LoanMe Funding, LLC, as depositor, Delaware Trust Company, as owner trustee (in such capacity, the “Owner Trustee”) and certificate registrar, and LoanMe, Inc., as administrator and that certain amended and restated trust agreement dated as of August 28, 2019, between LoanMe Trust SBL 2019-1, as grantor and Delaware Trust Company, as grantor trust trustee (in such capacity, the “Grantor Trust Trustee”) and certificate register. Capitalized terms not defined herein have the meanings given to them in the Indenture.

- On September 18, 2023, counsel to Nextpoint Financial, Inc. (“Nextpoint”) notified counsel to the Owner Trustee and Grantor Trust Trustee, via telephonic conference to the following facts:
 - On July 26, 2023, Nextpoint (i) filed as a debtor under the Canadian Companies’ Creditors Arrangement Act in the Supreme Court of British Columbia and (ii) filed as debtor in a Chapter 15 Petition for Recognition of a Foreign Proceeding, attached hereto as **Exhibit A** in United States Bankruptcy Court for the District of Delaware (together, the “Parent Proceedings”);
 - In connection with the Parent Proceedings, on July 26, 2023, certain subsidiaries of Nextpoint (collectively, the “Petitioners”), including LoanMe, Inc. (the Sponsor under the Indenture and related Basic Documents) also (i) filed as debtors under the Canadian Companies’ Creditors Arrangement Act and (ii) filed as debtors in Chapter 15 Petitions for Recognition of a Foreign Proceeding in United States Bankruptcy Court for the District of Delaware (together, the “Subsidiary Proceedings” and together with the Parent Proceedings, the “Proceedings”);
 - The Trust was erroneously identified as a subsidiary of Nextpoint, and a filing naming the Trust as a debtor under the Canadian Companies’ Creditors Arrangement Act and as a debtor in the Chapter 15 Petition for Recognition of a Foreign Proceeding were made;
 - On September 18, 2023, Nextpoint filed a Notice of Application (the “Notice of Application”) in the Supreme Court of British Columbia, attached hereto as **Exhibit B** requesting, among other things, the removal of the Trust from the Proceedings;
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- Order # 6. LoanMe Trust Prime 2018-1 and LoanMe Trust SBL 2019-1 shall be removed as Petitioners from the Schedule “A” of the style of cause in these proceedings.
- Order #8. Until the next Application in this proceeding, no Proceeding shall be commenced or continued against or in respect of LoanMe Trust Prime 2018-1 and LoanMe Trust SBL 2019-1 (collectively, the “LoanMe Income Trusts”), or any of their current and future assets, business, undertaking and properties of every nature and kind whatsoever, and wherever situate, including all proceeds thereof (collectively, the “LoanMe Trust Property”, and together with the Trust portfolios, the “Trust Portfolios and Property”) including, without limitation, terminating, making any demand, accelerating, amending or declaring in default of taking any enforcement steps under any agreement or agreements, and no default or event of default shall have occurred or be deemed to have occurred under any such agreement or agreements, by reason of:
 - (a) The insolvency of the Petitioners;
 - (b) Any of the Petitioners or the LoanMe Income Trusts having filed [illegible] a petition to this Court under the CCAA;
 - (c) Any of the Petitioners or the LoanMe Income Trusts being or having been party to these proceedings;
 - (d) Any of the Petitioners taking any step related to these proceedings (including any step taken by the LoanMe Income Trusts prior to the issuance of this Order); or
 - (e) Any default or cross-default arising from the matters set out in subparagraphs (a), (b), (c) or (d) above

(collectively, the “Petitioner Default Events”)
- Order # 9. Until the next Application in this proceeding, all rights and remedies of any Person against or in respect of the LoanMe Income Trusts, or affecting the Trust Portfolios and Property, as a result of a Petitioner Default Event, are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor or leave of this Court.
- On September 21, 2023, counsel to Nextpoint confirmed to counsel to the Owner Trustee and Grantor Trust Trustee, via telephonic conference, that its U.S. affiliate will enter a

¹ To the best knowledge of the Owner Trustee and Grantor Trust Trustee, LoanMe Trust Prime 2018-1 is a separate entity from LoanMe Trust SBL 2019-1 and is not related to the Indenture or Basic Documents.

request in the United States Bankruptcy Court for the District of Delaware to remove the Trust from the Proceeding in the United States Bankruptcy Court for the District of Delaware. As of the date of this notice, such request is pending submission.

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The Owner Trustee and Grantor Trust Trustee are providing notice of such events hereunder so known to the Owner Trustee and Grantor Trust Trustee.

DELAWARE TRUST COMPANY, not in its individual capacity but solely as Owner Trustee and Grantor Trust Trustee

By:  _____

Name: Gregory Daniels
Title: Vice President



WILMINGTON
TRUST

Wilmington Trust, N.A.
One Light Street
Baltimore, MD 21202

Wilmington Trust, National Association, as Owner Trustee and Grantor Trust Trustee
1100 N. Market Street,
Wilmington DE 19890

September 22, 2023

LM Retention Holdings, LLC
500 Grapevine Hwy, Suite 402
Hurst, TX 76054
Attn: Brent Turner
Email: brent.turner@nxpt.com

With a copy to:

LM Retention Holdings, LLC
2387 Liberty Way
Virginia Beach, VA 23456

1900 S. State College Blvd., Suite 300,
Anaheim, California 92806
Attention: Jonathan Williams

Email: jeffrey.bradshaw@dlapiper.com

AND

Chilmark Administrative LLC
77 Bedford Road
Katonah, NY 10536
Attn: Frank Amato
Email: frank@chilmarkholdings.com

Re: LoanMe Trust Prime 2018-1 (the "Trust") – Notice of Events that may constitute an Event of Default.

NOTE: THIS NOTICE CONTAINS IMPORTANT INFORMATION THAT IS OF INTEREST TO THE REGISTERED AND BENEFICIAL OWNERS OF THE NOTES. IF APPLICABLE, ALL DEPOSITORIES, CUSTODIANS, AND OTHER INTERMEDIARIES RECEIVING THIS NOTICE ARE REQUESTED TO EXPEDITE RE-TRANSMITTAL TO BENEFICIAL OWNERS OF THE NOTES IN A TIMELY MANNER.

To: The Holders of the Notes described as follows:

Class of Notes	Note Number
Class A	A-1
Class B	B-1
Class C	C-3; C-4

Ladies and Gentlemen:

Reference is made to that certain Indenture dated as of May 24, 2018 (the “Indenture”), between the Trust, LoanMe Grantor Trust 2018-1, Wilmington Savings Fund Society, FSB, as indenture Trustee (the “Indenture Trustee”) and Wilmington Trust, National Association, as paying agent, note registrar, custodian and securities intermediary. Reference is also made to that certain amended and restated trust agreement, dated as of May 24, 2018, among Consumer Loan Asset Depositor Trust, as depositor, Wilmington Trust, National Association, as owner trustee (in such capacity, the “Owner Trustee”), paying agent and certificate registrar, and OCO Capital Partners, L.P., as administrator and that certain amended and restated trust agreement dated as of May 24, 2018, between LoanMe Grantor Trust 2018-1, as grantor and Wilmington Trust, National Association, as grantor trust trustee (in such capacity, the “Grantor Trust Trustee”) and certificate register. Capitalized terms not defined herein have the meanings given to them in the Indenture.

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 - (b) Any of the Petitioners or the LoanMe Income Trusts having filed [illegible] a petition to this Court under the CCAA;
 - (c) Any of the Petitioners or the LoanMe Income Trusts being or having been party to these proceedings;
 - (d) Any of the Petitioners taking any step related to these proceedings (including any step taken by the LoanMe Income Trusts prior to the issuance of this Order); or

¹ To the best knowledge of the Owner Trustee and Grantor Trust Trustee, LoanMe Trust SBL 2019-1 is a separate entity from LoanMe Trust Prime 2018-1 and is not related to the Indenture or Basic Documents.

(e) Any default or cross-default arising from the matters set out in subparagraphs (a), (b), (c) or (d) above

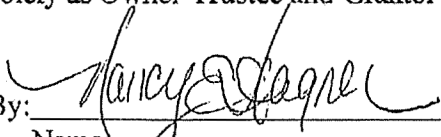
(collectively, the “Petitioner Default Events”)

- Order # 9. Until the next Application in this proceeding, all rights and remedies of any Person against or in respect of the LoanMe Income Trusts, or affecting the Trust Portfolios and Property, as a result of a Petitioner Default Event, are hereby stayed and suspended except with the written consent of the Petitioners and the Monitor or leave of this Court.
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The Owner Trustee and Grantor Trust Trustee are providing notice of such events hereunder so known to the Owner Trustee and Grantor Trust Trustee

WILMINGTON TRUST, NATIONAL
ASSOCIATION, not in its individual capacity but
solely as Owner Trustee and Grantor Trust Trustee

By: 
Name: Nancy E. Hagner
Title: Vice President

No. S235288
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN THE MATTER OF THE COMPANIES' CREDITORS
ARRANGEMENT ACT,
R.S.C., 1985 c. C-36, AS AMENDED

AND

IN THE MATTER OF A PLAN OF COMPROMISE AND
ARRANGEMENT OF NEXTPOINT

PETITIONER

AFFIDAVIT

DLA Piper (Canada) LLP
Barristers & Solicitors
2800 Park Place
666 Burrard Street
Vancouver, BC V6C 2Z7

Tel. No. 604.687.9444
Fax No. 604.687.1612

File No.: 109926-00007

CDB/day