



This is the 3rd affidavit  
of Wen-Shih Yang in this case  
and was made on September 13, 2023

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


**AFFIDAVIT**


I, Wen-Shih Yang, of Suite 2700 - 1133 Melville Street, Vancouver, British Columbia, Legal Assistant, AFFIRM THAT:

1. I am an employee of the law firm of DLA Piper (Canada) LLP, counsel for the Petitioners, NextPoint Financial Inc. and those parties listed on Schedule "A" in this proceeding. I have personal knowledge of the facts and matters hereinafter deposed to in this Affidavit, except where they are stated to be made upon information and belief and where so stated I verily believe them to be true.
2. Capitalized terms used and not otherwise defined in this Affidavit have the meanings given to them in the Notice of Application.
3. Attached and marked as **Exhibit "A"** to my affidavit is a true copy of the Notice by Debtor to Disclaim an Agreement that was served to the parties for the Chicago Lease on August 31, 2023.

4. Attached and marked as **Exhibit "B"** to my affidavit is a true copy of the Compensation Committee resolutions approving the Success Fee Calculation, dated August 16, 2023.
5. Attached and marked as **Exhibit "C"** to my affidavit is a true copy of the Directors Resolutions approving the Success Fee Calculation, dated August 21, 2023.

AFFIRMED BEFORE ME at Vancouver, )  
British Columbia, on September 13, )  
2023. )

  
\_\_\_\_\_  
A Commissioner for taking Affidavits for )  
British Columbia. )

  
\_\_\_\_\_  
Wen-Shih Yang

**Samantha Arbor**  
*Barrister & Solicitor*  
**DLA Piper (Canada) LLP**  
1133 Melville Street, Suite 2700  
Vancouver, BC V6E 4E5  
604.687.9444

**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 Trust Prime 2018-1
25. LoanMe Trust SBL 2019-1
26. LoanMe Stores LLC
27. InsightsLogic LLC
28. LM 2020 CM I SPE, LLC

This is **Exhibit "A"** referred to in the Affidavit of Wen-Shih Yang sworn before me at Vancouver, British Columbia on this the 13 day of September, 2023.



\_\_\_\_\_  
A Commissioner for taking Affidavits for  
British Columbia

**Samantha Arbor**  
*Barrister & Solicitor*  
**DLA Piper (Canada) LLP**  
1133 Melville Street, Suite 2700  
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604.687.9444

FORM 4

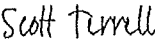
NOTICE BY DEBTOR COMPANY TO DISCLAIM OR RESILIAE AN AGREEMENT

To FTI Consulting Canada Inc., in its capacity as court-appointed monitor (the "Monitor"), and 17 N. State LLC,

Take notice that:

1. Proceedings under the *Companies' Creditors Arrangement Act* ("the Act") in respect of NextPoint Financial, Inc. and its subsidiaries, including Community Tax LLC ("Community Tax"), were commenced on the 25th day of July, 2023 in the Supreme Court of British Columbia, Vancouver Registry under No. S-235288, which proceedings were recognized as foreign main proceedings under Chapter 15 of the U.S. Bankruptcy Code by the U.S. Bankruptcy Court for the District of Delaware, Case No. 23-10983, on the 16th day of August, 2023.
2. In accordance with subsection 32(1) of the Act, the debtor company gives you notice of its intention to disclaim or resiliate the following agreement:  
  
Office Building Lease dated as of January 14, 2014 (as amended from time to time, the "Lease") by and among 17 N. State LLC, as Landlord, and Community Tax, as Tenant.
3. In accordance with subsection 32(2) of the Act, any party to the agreement may, within 15 days after the day on which this notice is given and with notice to the other parties to the agreement and to the Monitor, apply to court for an order that the agreement is not to be disclaimed or resiliated.
4. In accordance with paragraph 32(5)(a) of the Act, if no application for an order is made in accordance with subsection 32(2) of the Act, the agreement is disclaimed or resiliated on the 30<sup>th</sup> day of September, 2023, being 30 days after the day on which this notice has been given.

Dated at Hurst, Texas on August 31, 2023

DocuSigned by:  
  
5034C934D176472  
NextPoint Financial, Inc.

The Monitor approves the proposed disclaimer or resiliation.

Dated at Vancouver, British Columbia on August 31, 2023

  
FTI Consulting Canada, Inc.

This is **Exhibit "B"** referred to in the Affidavit of Wen-Shih Yang sworn before me at Vancouver, British Columbia on this the 13 day of September, 2023.



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A Commissioner for taking Affidavits for  
British Columbia

**Samantha Arbor**  
*Barrister & Solicitor*  
**DLA Piper (Canada) LLP**  
1133 Melville Street, Suite 2700  
Vancouver, BC V6E 4E5  
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**RESOLUTIONS CONSENTED TO IN WRITING  
BY ALL THE MEMBERS OF THE  
COMPENSATION COMMITTEE OF THE  
BOARD OF DIRECTORS OF**

**NEXTPPOINT FINANCIAL INC.  
(the "Company")**

**AS OF AUGUST 16, 2023**

We, the undersigned, being all the members of the compensation committee (the "**Compensation Committee**") of the board of directors of the Company (the "**Board**"), hereby consent to and adopt in writing the following resolutions:

**BACKGROUND:**

- A. On July 25, 2023, the Company and certain of its direct and indirect subsidiaries (collectively, the "**Vendors**") entered into a Restructuring Support Agreement (the "**Restructuring Agreement**") with, *inter alia*, its secured lenders under the BP NP-Liberty Credit Agreement (as such term is defined in the Restructuring Agreement) (the "**BasePoint Lenders**") and the BP CTAX Term Loan Credit Agreement (as such term is defined in the Restructuring Agreement) pursuant to which the Company will proceed with a corporate restructuring and related transactions (the "**Restructuring**").
- B. Under the terms of the Restructuring Agreement, the Restructuring will be implemented through a sale and investment solicitation process in accordance with the terms of the sale and investment solicitation process document (the "**SISP**") appended to the order granted by the British Columbia Supreme Court on August 3, 2023.
- C. The BasePoint Lenders and the Vendors entered into a purchase agreement, dated July 25, 2023 for reference, pursuant to which the BasePoint Lenders agreed to act as a "stalking horse" bidder in respect of certain assets of the Vendors (the "**Stalking Horse Transaction**") in consideration for, *inter alia*, a credit bid of its secured debt (the "**Credit Bid**").
- D. In the event a successful bid (the "**Successful Bid**") is selected in accordance with the requirements of the SISP, the Company proposes to pay Peter Kravitz, in his capacity as Chief Restructuring Officer of the Company, a cash fee ("**Success Fee**") equal to:
  - (a) the greater of (i) US\$500,000, and (ii) .3% of the Credit Bid; or
  - (b) .4% of the total consideration pursuant to the Successful Bid (other than the Stalking Horse Transaction),

subject to maximum payment of US\$1,000,000.

**RESOLVED THAT:**

- 1. The payment of the Success Fee to Peter Kravitz be approved for recommendation to the Board for approval.
- 2. Any officer or director of the Company be and is hereby authorized to execute all documents and do all other things as may be deemed necessary or desirable in connection with giving effect to this resolution.



3. Any acts taken prior to the effective date of this resolution by any director or officer in connection with this resolution is hereby approved, ratified and confirmed.

*[Signature page follows]*

**Execution Procedure**

4. These resolutions may be signed and delivered by electronic means, and may be signed in as many counterparts as may be necessary, each of which will be deemed to be an original, and together, will constitute one and the same instrument. Notwithstanding the date of execution, these resolutions will be deemed to bear the date set out above.

*Nik Ajagu*

\_\_\_\_\_  
Nik Ajagu 15 Aug, 2023 4:30:04 PM EDT



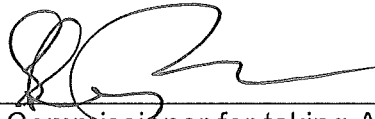
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Alicia Morga 16 Aug, 2023 8:02:34 PM EDT

*Maryann Bruce*

\_\_\_\_\_  
Maryann Bruce 15 Aug, 2023 9:45:49 PM EDT

**SCHEDULE "A"**  
**RETENTION PLAN**

This is **Exhibit "C"** referred to in the Affidavit of Wen-Shih Yang sworn before me at Vancouver, British Columbia on this the 13 day of September, 2023.



A Commissioner for taking Affidavits for  
British Columbia

**Samantha Arbor**  
*Barrister & Solicitor*  
**DLA Piper (Canada) LLP**  
1133 Melville Street, Suite 2700  
Vancouver, BC V6E 4E5  
604.687.9444

**RESOLUTIONS CONSENTED TO IN WRITING  
BY ALL DIRECTORS OF**

**NEXTPPOINT FINANCIAL INC.  
(the "Company")**

**AS OF AUGUST 21, 2023**

We, the undersigned, being all the directors of the Company (the "Board"), hereby consent to and adopt in writing the following resolutions:

**BACKGROUND:**

- A. On July 25, 2023, the Company and certain of its direct and indirect subsidiaries (collectively, the "Vendors") entered into a Restructuring Support Agreement (the "Restructuring Agreement") with, *inter alia*, its secured lenders under the BP NP-Liberty Credit Agreement (as such term is defined in the Restructuring Agreement) (the "BasePoint Lenders") and the BP CTAX Term Loan Credit Agreement (as such term is defined in the Restructuring Agreement) pursuant to which the Company will proceed with a corporate restructuring and related transactions (the "Restructuring").
- B. Under the terms of the Restructuring Agreement, the Restructuring will be implemented through a sale and investment solicitation process in accordance with the terms of the sale and investment solicitation process document (the "SISP") appended to the order granted by the British Columbia Supreme Court on August 3, 2023.
- C. The BasePoint Lenders and the Vendors entered into a purchase agreement, dated July 25, 2023 for reference, pursuant to which the BasePoint Lenders agreed to act as a "stalking horse" bidder in respect of certain assets of the Vendors (the "Stalking Horse Transaction") in consideration for, *inter alia*, a credit bid of its secured debt (the "Credit Bid").
- D. The compensation committee of the Board (the "Compensation Committee") has recommended that, in the event a successful bid (the "Successful Bid") is selected in accordance with the requirements of the SISP, the Company shall pay Peter Kravitz, in his capacity as Chief Restructuring Officer of the Company, a cash fee ("Success Fee") equal to:
  - (a) the greater of (i) US\$500,000, and (ii) .3% of the Credit Bid; or
  - (b) .4% of the total consideration pursuant to the Successful Bid (other than the Stalking Horse Transaction),subject to maximum payment of US\$1,000,000.

**RESOLVED THAT:**

- 1. In accordance with the recommendation of the Compensation Committee, the payment of the Success Fee to Peter Kravitz be and is hereby approved.
- 2. Any officer or director of the Company be and is hereby authorized to execute all documents and do all other things as may be deemed necessary or desirable in connection with giving effect to this resolution.
- 3. Any acts taken prior to the effective date of this resolution by any director or officer in connection with this resolution is hereby approved, ratified and confirmed.

**Execution Procedure**

4. These resolutions may be signed and delivered by electronic means, and may be signed in as many counterparts as may be necessary, each of which will be deemed to be an original, and together, will constitute one and the same instrument. Notwithstanding the date of execution, these resolutions will be deemed to bear the date set out above.

*Don A. Turkleson*

\_\_\_\_\_  
DON TURKLESON 2023 4:22:11 PM EDT

*Maryann Bruce*

\_\_\_\_\_  
MARYANN BRUCE 2023 3:45:17 PM EDT

*William Minner*

\_\_\_\_\_  
WILLIAM MINNER, 2023 6:06:55 PM EDT

*L Powell*

\_\_\_\_\_  
LOGAN POWELL, 2023 8:50:46 AM EDT

*AM*

\_\_\_\_\_  
ALICIA MORAGA, 2023 11:47:30 AM EDT

*Nik Ajagu*

\_\_\_\_\_  
NIK AJAGU 21 Aug, 2023 3:13:58 PM EDT

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

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**AFFIDAVIT**

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File No.: 109926-00007

JDB/day