Fulton County Superior Court
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IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *ex rel.* Christopher M. Carr, Attorney General of the State of Georgia,	*	
COMPLAINANT,	*	**CIVIL ACTION FILE NO.** 26CV007589
v.	*	
GREENSKY HOLDINGS, LLC and GREENSKY, LLC,	*	
RESPONDENTS.	*	

ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into by the Attorney General of Georgia (the "RELEVANT ATTORNEY GENERAL") on behalf of the State of Georgia (the "RELEVANT STATE"), and GreenSky Holdings, LLC and GreenSky, LLC (together with its current and former subsidiaries, "GREENSKY"). On the date hereof, GREENSKY is also entering into an Assurance of Voluntary Compliance (the "Other Assurances" and, together with this Assurance, the "Assurances") on substantially similar terms as this Assurance with each of the Attorneys General (each an ATTORNEY GENERAL and collectively with the RELEVANT ATTORNEY GENERAL, the "ATTORNEYS GENERAL") of Alabama, Alaska, the District of Columbia, Florida, and Texas (each a "STATE" and collectively with the RELEVANT STATE, the "STATES"). The ATTORNEYS GENERAL and GREENSKY are entering into the Assurances to resolve the investigation by the ATTORNEYS GENERAL that considered whether GREENSKY violated the ATTORNEYS GENERAL consumer protection and trade practices statutes and regulations listed in footnote

one below[1] (collectively, the "CONSUMER STATUTES"). In consideration of their mutual agreement to the terms of this Assurance, and such other consideration as described herein, the sufficiency of which is hereby acknowledged, without admitting any liability or wrongdoing on the part of GREENSKY, GREENSKY and the RELEVANT ATTORNEY GENERAL (collectively, the "PARTIES") hereby agree as follows:

1. DEFINITIONS

For the purposes of this Assurance, the following definitions shall apply:

I. **"BORROWER"** shall mean any PERSON participating in the GREENSKY PROGRAM who identified any of the STATES as the PERSON's address in the PERSON's loan application, including BORROWERs that may have participated in the GREENSKY PROGRAM without their knowledge or consent.

II. **"CASH REDRESS"** shall consist of a refund of payment(s) from a BORROWER to a PARTICIPATING LENDER as facilitated by GREENSKY on the relevant loan, net of any funds previously returned to the BORROWER by a PARTICIPATING LENDER, GREENSKY, a GREENSKY PROGRAM MERCHANT, or otherwise (such as through a chargeback process managed by a payment card network). The SETTLEMENT ADMINISTRATOR will direct GREENSKY to provide documentation of all such payments and previous refunds and will calculate the cash redress to be paid to each BORROWER in accordance with the terms of the Assurances. The SETTLEMENT ADMINISTRATOR may conduct any reasonable investigation into this documentation.

[1] *See generally*, ALA. CODE § 8-19-1 *et seq.*; ALASKA STAT. § 45.50.471; D.C. Code § 28-3901, *et seq.*; FLORIDA DECEPTIVE AND UNFAIR TRADE PRACTICES ACT, CHAPTER 501, PART II, FLORIDA STATUTES; O.C.G.A. §§ 10-1-390—408; and TEX. BUS. & COM. CODE ANN. §§ 17.41 through 17.63.

III. **"CLAIM FORM"** shall mean the form set forth in the REDRESS PLAN.

IV. **"CREDIT LIMIT"** shall mean the maximum amount that the BORROWER may request the LENDER pay to a GREENSKY PROGRAM MERCHANT.

V. **"CREDIT REDRESS"** shall consist of GREENSKY, on behalf of a BORROWER's PARTICIPATING LENDER, discharging balances on the relevant loan, permanently forgoing any further collection on those balances, and reporting the new balance to the Credit Reporting Agencies or removing the GREENSKY PROGRAM tradeline from the BORROWER's credit report. The SETTLEMENT ADMINISTRATOR will direct GREENSKY to provide documentation of all account balances, and will calculate the credit redress to be provided to the BORROWER in accordance with the terms of the Assurances. The SETTLEMENT ADMINISTRATOR may conduct any reasonable investigation into this documentation.

VI. **"COMPLAINT"** shall mean any verbal communication or any written documentation regarding an identified BORROWER expressing dissatisfaction with GREENSKY and/or any GREENSKY PROGRAM MERCHANT that has been received directly by GREENSKY, or which has been forwarded to GREENSKY from any entity, whether private or governmental. General loan servicing requests or other routine inquiries where the BORROWER's inquiry has been resolved or otherwise addressed at or reasonably following the conclusion of the inquiry or other inquiries that are "frivolous" as defined in §1022.43(f)(1) of Regulation V are not considered COMPLAINTs.

VII. **"COVERED CONDUCT"** shall mean GREENSKY's conduct related to the GREENSKY PROGRAMs and the PATIENT SOLUTIONS PROGRAM during the RELEVANT TIME PERIOD.

VIII. **"CUSTOMER SOLUTIONS TEAM"** shall mean the GREENSKY team responsible for receiving and resolving all BORROWER COMPLAINTs.

IX. **"EFFECTIVE DATE"** shall be June 30, 2026; provided that if, on June 30, 2026, a STATE that requires court approval of that STATE's Assurance has not yet received such approval from the court, the effective date shall be date the court approves that STATE's Assurance, whichever is later.

X. **"GOOD"** shall mean any tangible chattel purchased or leased for use.

XI. **"GREENSKY's COMPLAINT MANAGEMENT SYSTEM"** shall mean the GREENSKY system used to intake, investigate, document, resolve, and track consumer COMPLAINTs.

XII. **"GREENSKY PROGRAM"** shall mean any lending program where GREENSKY acts as a program administrator and that is associated with a GREENSKY PROGRAM MERCHANT in which the lending program is owned, financed, offered, originated, underwritten, serviced, facilitated, and/or administered by: (1) GREENSKY or (2) a PARTICIPATING LENDER or any other third party lender where GREENSKY acts as a program administrator for such third party or PARTICIPATING LENDER in connection with the related LOAN AGREEMENT and BORROWER. The PARTIES agree that The Home Depot Loan Program is not a "GREENSKY PROGRAM" for purposes of this Assurance and that none of the provisions of this Assurance shall apply to The Home Depot Loan Program or any successor program. For the avoidance of doubt, the PARTIES agree that a GREENSKY PROGRAM that is designed such that a consumer directly submits a loan application to a lender via a GREENSKY facilitated program or technology, with no involvement of a GREENSKY

PROGRAM MERCHANT in the submission of the application (other than providing a link for a consumer to directly submit a loan application to a lender), is not a "GREENSKY PROGRAM."

XIII. **"GREENSKY PROGRAM MERCHANT"** shall mean any third-party provider or seller of GOODs and/or SERVICEs to consumers that participates in the submission of an application for a GREENSKY PROGRAM loan for the purpose of consumers financing purchases from such provider or seller through a GREENSKY PROGRAM. For the avoidance of doubt, the PARTIES agree that solely providing a link for a consumer to directly submit a loan application to a lender via GREENSKY does not make an entity a GREENSKY PROGRAM MERCHANT.

XIV. **"GREENSKY RELEASEES"** shall mean GREENSKY and its current and former predecessors, successors, assigns, and its parents, subsidiaries, agents, directors, officers, shareholders, members and/or employees, but only with respect to claims arising from GREENSKY'S conduct during the COVERED CONDUCT period as released under the Assurances. The term "GREENSKY RELEASEES" does not include any entity or person for any conduct other than GREENSKY's conduct during that period.

XV. **"HEALTH CARE PRODUCTS"** shall mean health-related GOODs or SERVICEs financed through the PATIENT SOLUTIONS PROGRAM.

XVI. **"KNOWN DISABLED ADULT"** shall mean any BORROWER who is identified as disabled to GREENSKY in the process of making a COMPLAINT.

XVII. **"LOAN AGREEMENT"** shall mean the original and any subsequent agreement that set forth the terms between the BORROWER and a PARTICIPATING LENDER related to a loan made pursuant to the GREENSKY PROGRAM.

XVIII. "**PARTICIPATING LENDER**" shall mean any lender that participates in the GREENSKY PROGRAM and originates, funds, and/or underwrites loans to BORROWERs in connection therewith.

XIX. "**PATIENT SOLUTIONS PROGRAM**" shall mean the GREENSKY PROGRAM that provided consumer financing for HEALTH CARE PRODUCTS that was closed as of August 31, 2022. GREENSKY hereby agrees and acknowledges that the PATIENT SOLUTIONS PROGRAM was closed as of August 31, 2022, and will not be reestablished in the STATES by GREENSKY in the future without notice to the ATTORNEYS GENERAL. GREENSKY affirms and certifies that it has not originated or facilitated the origination of any new loans under the PATIENT SOLUTIONS PROGRAM since August 31, 2022. For the avoidance of doubt, the injunctive terms in Sections 2.I – 2.II of this Assurance do not apply to the PATIENT SOLUTIONS PROGRAM. The injunctive terms in Section 2.III of this Assurance do not apply to the PATIENT SOLUTIONS PROGRAM, unless the PATIENT SOLUTIONS PROGRAM is reinstated by GREENSKY. In the event the PATIENT SOLUTIONS PROGRAM is reinstated by GREENSKY, then the terms of this Assurance applicable to a GREENSKY PROGRAM shall apply to the PATIENT SOLUTIONS PROGRAM, as applicable.

XX. "**PERSON**" shall mean both natural persons and business entities.

XXI. "**PROGRAM AGREEMENT**" shall mean the agreement setting forth the terms between a GREENSKY PROGRAM MERCHANT and GREENSKY relating to the GREENSKY PROGRAM.

XXII. **"REDRESS NOTIFICATION LETTER"** shall mean the form set forth in the REDRESS PLAN.

XXIII. **"REDRESS PLAN"** shall mean the plan outlining how CASH REDRESS and CREDIT REDRESS will be determined and administered under this Assurance that is attached to this Assurance as **Attachment A**. For the sake of clarity, the REDRESS PLAN under this Assurance and the redress plans under each of the Other Assurances are identical and may be satisfied by a single redress process that satisfies the terms of this Assurance and the Other Assurances.

XXIV. **"RELEVANT TIME PERIOD"** shall mean the time period from January 1, 2014, through the EFFECTIVE DATE of the Assurances.

XXV. **"SENIOR CITIZEN"** shall mean a consumer aged 60 or older.

XXVI. **"SERVICE"** shall mean work, labor, or services purchased or leased for use, including services furnished in connection with the sale or repair of GOODs.

XXVII. **"TRANSACTION**" shall mean any payment of loan proceeds that is made by a PARTICIPATING LENDER to a GREENSKY PROGRAM MERCHANT on behalf of a BORROWER in connection with a GREENSKY PROGRAM loan.

XXVIII. **"VULNERABLE ADULT"** shall mean any person who is a SENIOR CITIZEN or who is a KNOWN DISABLED ADULT.

2. INJUNCTIVE TERMS

I. LOAN APPLICATION AND AUTHORIZATION PROCESS

GREENSKY and GREENSKY's officers, directors, employees, personnel, agents, and representatives who have responsibilities related to the subject matter of this Assurance and who receive actual notice of this Assurance, whether acting directly or indirectly, shall comply with the following:

A. GREENSKY shall obtain and retain evidence of a BORROWER's authorization of a loan in one of the following forms prior to the loan being activated and prior to asserting or reporting to a Credit Reporting Agency any obligation on the part of the BORROWER: (i) an audio recording of a telephone call with the BORROWER containing the BORROWER's verbal authorization; (ii) a signed written authorization from the BORROWER; or (iii) other documentary evidence evidencing BORROWER's authorization of the loan obtained during the ACCOUNT ACTIVATION PROCESS (described in Section 2.I(B) (below)) for example by using email, the internet, mobile messaging technology (such as SMS), or substantially similar technology.

B. GREENSKY shall maintain an account activation process that each BORROWER will be required to complete to be able to use his or her loan proceeds to pay a GREENSKY PROGRAM MERCHANT (the "ACCOUNT ACTIVATION PROCESS"). The ACCOUNT ACTIVATION PROCESS shall include that loans shall originate in a "blocked status" and remain blocked until all BORROWERs on the account have completed the ACCOUNT ACTIVATION PROCESS. In order to activate an account, each BORROWER will, regardless of the order of the following steps, (1) be required to be authenticated by GREENSKY, pursuant to Section 2.I(D) of this Assurance, such that GREENSKY will have a reasonable belief the BORROWER is the one activating his or her account, and (2) be required to provide GREENSKY with certain certifications and authorizations confirming, *at a minimum*, that the BORROWER (a) applied for a GREENSKY PROGRAM loan; (b) received his or her LOAN AGREEMENT for the loan (which LOAN AGREEMENT will include the applicable estimated annual percentage rate ("APR") and the CREDIT LIMIT); (c) is activating the account to make payments to his or her GREENSKY PROGRAM MERCHANT; and (d) is authorizing payments

to his or her GREENSKY PROGRAM MERCHANT on the account that in total shall be no greater than the CREDIT LIMIT. The ACCOUNT ACTIVATION PROCESS shall also include that no TRANSACTIONs on the account can be funded until all BORROWERs on the account have completed the ACCOUNT ACTIVATION PROCESS. GREENSKY shall have policies, procedures, and training materials with respect to the ACCOUNT ACTIVATION PROCESS.

C. GREENSKY shall have policies and procedures requiring that it provide all applicable Truth In Lending Act disclosures in accordance with applicable law.

D. GREENSKY shall authenticate a BORROWER's identity as required in Section 2.I(B) above by (a) relying on a response originating from a message sent to a verified email or mobile number, (b) requiring the BORROWER to correctly answer one or more "out of wallet" questions provided by a trusted third-party service provider that provides such services for identity verification, or (c) completing some other process that relies on knowledge or a thing the BORROWER possesses, such as a driver's license. Unless and until an account has been activated, the BORROWER will not be financially responsible for any TRANSACTION and the account will not be reported to a Credit Reporting Agency as a consumer obligation. Activation may be completed verbally during a recorded telephone call between a BORROWER and one of GREENSKY's employees or electronically via a web-based or a mobile-based (e.g., email or text) activation process.

E. GREENSKY shall attempt to verify a BORROWER's email address or mobile telephone number before sending account activation messages to such BORROWER's email address or mobile telephone number. If GREENSKY is able to establish to its reasonable satisfaction based on its policies and procedures that the email address and/or mobile telephone number is associated with the BORROWER, GREENSKY's policies will allow the

BORROWER to activate an account by responding to or accessing an activation website via the email or text message sent to the respective email address or mobile telephone number for which such association was formed.

F. If GREENSKY is not able to establish to its reasonable satisfaction that an email address and/or mobile telephone number is associated with the BORROWER or the BORROWER attempts to activate his or her account over the telephone with a GREENSKY employee or via an activation website (other than via a link sent to a verified email address or telephone number as described in Section 2.I(E) of this Assurance), GREENSKY's policies will require that GREENSKY use knowledge-based authentication procedures or other comparably effective authentication procedures in connection with activating an account to establish that the BORROWER is completing the ACCOUNT ACTIVATION PROCESS, including obtaining a BORROWER's authorization for loan proceeds to be disbursed.

G. GREENSKY shall send or make available to every BORROWER a copy of his or her LOAN AGREEMENT electronically within one (1) business day of acceptance of the loan offer via a secure process described in an electronic communication to the extent the BORROWER provides a valid email address, mobile telephone number, or other valid means of electronic communication, and/or physically via the United States Postal Service within five (5) business days of acceptance of the loan offer.

H. The LOAN AGREEMENT shall include all disclosures and information required under state and federal law, including the Truth in Lending Act, where applicable.

I. In accordance with 16 C.F.R. Part 429 and applicable analogous STATE laws, within three (3) business days of e-signing the LOAN AGREEMENT or longer if required by relevant state law, a BORROWER may cancel or rescind his or her loan for any reason by

contacting GREENSKY. GREENSKY shall have policies and procedures providing that in accordance with 16 C.F.R. Part 429 and applicable analogous STATE laws, if a BORROWER cancels or rescinds his or her loan within three (3) business days of e-signing the LOAN AGREEMENT or longer if required by relevant state law, there will be no liability for the BORROWER as to the loan.

J. GREENSKY shall not fund an increase to a BORROWER's CREDIT LIMIT after the BORROWER has entered into a LOAN AGREEMENT, unless GREENSKY obtains and retains evidence from the BORROWER of the BORROWER's authorization of the CREDIT LIMIT increase, consistent with the ACCOUNT ACTIVATION PROCESS set forth in Sections 2.I(A)-2.I(G) of this Assurance**.**

II. AUTHORIZATION FOR TRANSACTIONS

GREENSKY and GREENSKY's officers, directors, employees, personnel, agents, and representatives who have responsibilities related to the subject matter of this Assurance and who receive actual notice of this Assurance, whether acting directly or indirectly, shall comply with the following:

A. GREENSKY shall have procedures and training materials requiring that GREENSKY obtain and retain evidence of approval by a BORROWER of a TRANSACTION before funds are disbursed by a PARTICIPATING LENDER to a GREENSKY PROGRAM MERCHANT in connection therewith, provided that such approval for a TRANSACTION may be collected during the ACCOUNT ACTIVATION PROCESS required by this Assurance.

B. Notwithstanding Section 2.II(A). of this Assurance, GREENSKY shall maintain a TRANSACTION confirmation process (the "TRANSACTION CONFIRMATION PROCESS") whereby it will send notices of TRANSACTIONs to BORROWERs via email and/or text

messages in accordance with applicable law within three business days of the time the GREENSKY PROGRAM MERCHANT initiates or processes a TRANSACTION unless the email address or mobile telephone number is identified as undeliverable or the BORROWER has requested not to be contacted through such methods. These email and text TRANSACTION alerts will be in addition to regular monthly billing statement processes and will be designed to provide BORROWERs with prompt notice about account activity. The email and text alerts will notify the BORROWER of the specific TRANSACTION amount processed by the GREENSKY PROGRAM MERCHANT and will, *at a minimum*, include a direction to the BORROWER to contact GREENSKY if they do not recognize the TRANSACTION and the means for the BORROWER to object to any TRANSACTION for any reason, including a BORROWER's decision to cancel the contract with the GREENSKY PROGRAM MERCHANT. In the event a BORROWER rejects a TRANSACTION confirmation alert and a TRANSACTION has posted to the BORROWER's account, the TRANSACTION CONFIRMATION PROCESS shall provide that a case is opened and assigned to the CUSTOMER SOLUTIONS TEAM to review and engage with the BORROWER and GREENSKY PROGRAM MERCHANT, as necessary, in an attempt to resolve the rejection, including whether the rejection is a COMPLAINT or the BORROWER wants the rejection treated as a COMPLAINT. If GREENSKY determines that the rejection is a COMPLAINT, GREENSKY will follow the COMPLAINT resolution procedures set forth in this Assurance.

C. A BORROWER is not liable for TRANSACTIONs that GREENSKY determines the BORROWER did not authorize.

III. MERCHANT VETTING PROCEDURES AND OVERSIGHT DUTIES APPLICABLE TO GREENSKY PROGRAM MERCHANTs

GREENSKY and GREENSKY's officers, directors, employees, personnel, agents, and representatives who have responsibilities related to the subject matter of this Assurance and who receive actual notice of this Assurance, whether acting directly or indirectly, shall comply with the following:

A. GREENSKY shall have policies, procedures, and training materials governing its oversight, risk management, and audit of GREENSKY PROGRAM MERCHANTs, including policies, procedures, and training materials reasonably designed to prevent and prohibit GREENSKY PROGRAM MERCHANTs from engaging in misrepresentations or deceptive conduct, including, but not limited to, applying for loans without BORROWER's knowledge or authorization, and misrepresenting the terms of GREENSKY PROGRAM loans or improperly initiating TRANSACTIONs that are not compliant with the GREENSKY PROGRAM.

B. Prior to admitting a GREENSKY PROGRAM MERCHANT into the GREENSKY PROGRAM, GREENSKY shall conduct a commercially reasonable risk review for items such as reputation risk, insolvency risk, fraud risk, and business licensing and registration. As technology and sources can evolve over time, it is acknowledged that such risk reviews and the manner in which GreenSky conducts them may change over time. During the term of this Assurance, GREENSKY agrees that this risk review shall include, without limitation, the following components (which may be accomplished in such commercially reasonable manner as GREENSKY may determine): a business reputation review of the GREENSKY PROGRAM MERCHANT; a review of the GREENSKY PROGRAM MERCHANT's entity status with the applicable Secretary of State; a credit history review of the GREENSKY PROGRAM MERCHANT; and a business license review for state licenses

applicable to the business identified in the GREENSKY PROGRAM MERCHANT's application. On an annual basis, GREENSKY will provide notice to the ATTORNEYS GENERAL if GREENSKY ceases to include any of the foregoing components referenced in the preceding sentence of Section 2.III(B) during the term of this Assurance.

C. GREENSKY shall have policies and procedures requiring that a GREENSKY PROGRAM MERCHANT representative attends a training on the GREENSKY PROGRAM within 30 days of the GREENSKY PROGRAM MERCHANT's enrollment as a GREENSKY PROGRAM MERCHANT. Such training may be internet-based.

D. GREENSKY shall have policies and procedures requiring that each GREENSKY PROGRAM MERCHANT employee who intakes, facilitates, or submits consumer loan applications: (1) attends both an initial and subsequent annual internet-based training on their obligations under the PROGRAM AGREEMENT, including loan application submission procedures, the TRANSACTION CONFIRMATION PROCESS set forth in this Assurance, and requirements related to offering the GREENSKY PROGRAM to BORROWERs, including that GREENSKY PROGRAM MERCHANTs shall not provide any misleading or incomplete information regarding the GREENSKY PROGRAM or loan terms under the GREENSKY PROGRAM to BORROWERs and (2) passes a knowledge test on loan application submission procedures, following the initial internet-based training before the employee may begin intaking, facilitating, or submitting loan applications. GREENSKY shall have a process to verify the attendance at all required initial and annual trainings of all GREENSKY PROGRAM MERCHANT employees required to receive such training.

1. This provision shall not prevent a GREENSKY PROGRAM MERCHANT employee who has not received such training from assisting consumers in

contacting GREENSKY, and then having the consumer directly communicate with GREENSKY to apply for a GREENSKY PROGRAM loan.

2. This provision shall not prevent the GREENSKY PROGRAM from using unassisted application methods, such as an "email to apply" process that allows GREENSKY to send a loan application directly to the BORROWER to complete and submit the loan application without the GREENSKY PROGRAM MERCHANT's assistance or "web buttons" that may be placed on a GREENSKY PROGRAM MERCHANT's web site or other public-facing Internet sites that allow BORROWERs to complete and submit a loan application without the GREENSKY PROGRAM MERCHANT's assistance, provided that GREENSKY will deploy controls for such unassisted application methods designed to ensure BORROWERs are directly submitting the loan application, and provided that such unassisted application methods will provide information on how a BORROWER may contact GREENSKY with any questions.

E. The PROGRAM AGREEMENT shall require that GREENSKY PROGRAM MERCHANTs warrant and represent that the GREENSKY PROGRAM MERCHANT has retained and will retain all required licenses, permits, approvals, and certifications that are required under applicable law to conduct its business, to participate in the GREENSKY PROGRAM, and to perform its obligations under the GREENSKY PROGRAM MERCHANT's agreement with any BORROWER. The PROGRAM AGREEMENT also shall require that GREENSKY PROGRAM MERCHANTs provide evidence of such licenses, permits, approvals, or certifications upon request by GREENSKY.

1. GREENSKY shall have policies and procedures requiring that a record of any license provided by a GREENSKY PROGRAM MERCHANT for the business conducted under the GREENSKY PROGRAM is maintained. GREENSKY shall have policies and

procedures requiring that if any such license provided by a GREENSKY PROGRAM MERCHANT expires and the GREENSKY PROGRAM MERCHANT fails to provide proof of active license, then the GREENSKY PROGRAM MERCHANT will not be permitted to have their customers submit applications for new loans under the GREENSKY PROGRAM until an active license is provided to GREENSKY.

2. GREENSKY shall have procedures requiring that upon receipt of a COMPLAINT alleging that a GREENSKY PROGRAM MERCHANT lacks one or more specific necessary licenses, permits, approvals, and/or certifications required by state and/or federal laws or regulations to conduct the business provided under the GREENSKY PROGRAM, GREENSKY shall (a) within 30 days of receiving the COMPLAINT, request from the GREENSKY PROGRAM MERCHANT copies of all such referenced licenses, permits, approvals, and/or certifications; and (b) provide the response from the GREENSKY PROGRAM MERCHANT to the complainant.

F. GREENSKY shall have procedures regarding conducting GREENSKY PROGRAM MERCHANT monitoring to assess whether active GREENSKY PROGRAM MERCHANTs continue to meet GREENSKY's standards.

G. GREENSKY shall have processes to contact BORROWERs to assess customer satisfaction.

H. The PROGRAM AGREEMENT shall require that GREENSKY PROGRAM MERCHANTs provide GREENSKY with a copy of any written COMPLAINT or a report of any verbal COMPLAINT (1) asserted by or received from a governmental or regulatory authority related to GOODs or SERVICEs funded, in whole or in part, by a loan created pursuant to the GREENSKY PROGRAM or related to the GREENSKY PROGRAM, or (2) regarding the

GREENSKY PROGRAM, that the GREENSKY PROGRAM MERCHANT receives within five (5) business days of the GREENSKY PROGRAM MERCHANT becoming aware of such COMPLAINT. GREENSKY shall review and keep a log of all COMPLAINTs submitted by GREENSKY PROGRAM MERCHANTs to GREENSKY.

I. The PROGRAM AGREEMENT shall require that GREENSKY PROGRAM MERCHANTs represent and warrant that they will comply with all applicable laws, rules, and regulations, including the following as applicable to the GREENSKY PROGRAM MERCHANT: the Federal Trade Commission's Cooling Off Rule, 16 C.F.R. § 429.0, et seq.; Alaska's Sale by Door-to-Door Solicitation Act, AS 45.02.350; Florida Statutes § 501.025; O.C.G.A. §§ 10-1-20 through 10-1-27; Texas Business & Commerce Code §§ 601.001, et seq.; D.C. Code § 28–3811; ALA. CODE § 8-19-1 et seq.; and the Federal Trade Commission's Mail Order Rule, 16 C.F.R. § 435.1, et seq.

J. The PROGRAM AGREEMENT shall require that GREENSKY PROGRAM MERCHANTs cooperate with GREENSKY in responding to COMPLAINTs, which cooperation may include providing documents evidencing a BORROWER's authorization to submit a credit application or evidencing any other matter related to the GREENSKY PROGRAM MERCHANT's obligations under its contractual agreement with the BORROWER and/or the PROGRAM AGREEMENT.

K. GREENSKY shall perform ongoing monitoring of COMPLAINTs trends of GREENSKY PROGRAM MERCHANTs. Such monitoring will be designed to identify issues related to COMPLAINTs regarding individual GREENSKY PROGRAM MERCHANTs that exceed GREENSKY's applicable risk tolerance thresholds. GREENSKY shall, upon request,

make available summary reports of this monitoring activity to the requesting ATTORNEY GENERAL.

L. GREENSKY shall have oversight and risk management protocols that are designed to identify GREENSKY PROGRAM MERCHANTs that violate loan application, activation, or TRANSACTION CONFIRMATION policies and procedures. The protocols will identify disciplinary steps to be taken in connection with potentially problematic GREENSKY PROGRAM MERCHANTs. Such disciplinary action shall be escalating and shall include retraining, enhanced monitoring, and other action GREENSKY deems appropriate given the identified GREENSKY PROGRAM MERCHANT behavior, including suspension and termination as described in Sections 2.III(M) and 2.III(N).

M. GREENSKY shall have policy and procedure documents to establish an escalating disciplinary framework for GREENSKY PROGRAM MERCHANTs that GREENSKY determines have materially violated loan application submission, activation, or TRANSACTION CONFIRMATION policies and procedures described herein. This framework will address preventative controls (such as the ACCOUNT ACTIVATION PROCESS described herein) and detective controls designed to monitor GREENSKY PROGRAM MERCHANT employee behavior and trigger disciplinary action, up to and including GREENSKY PROGRAM MERCHANT suspension and termination. The detective controls shall include identifying GREENSKY PROGRAM MERCHANTs that have confirmed COMPLAINTs related to unauthorized loans associated with accounts originated following the deployment of the preventative controls described above.

N. GREENSKY shall have policy and procedure documents to establish an escalating disciplinary framework, including suspension and termination, for any GREENSKY

PROGRAM MERCHANT that GREENSKY determines has materially violated (a) GREENSKY's PROGRAM AGREEMENT, including lacking the license(s) to perform the applicable SERVICEs, or (b) loan application submission, activation, or transaction approval policies or procedures, where GREENSKY determines that such violation is such that it creates material risks to GREENSKY, BORROWERs, and/or consumers. GREENSKY shall, subject to its disciplinary framework, including suspension and termination, GREENSKY PROGRAM MERCHANTs that GREENSKY determines demonstrate a concerning, continuing pattern of COMPLAINTs.

O. GREENSKY shall retain copies of its contractual agreements with GREENSKY PROGRAM MERCHANTs (including the PROGRAM AGREEMENTs) for a period of at least five (5) years following the expiration of each contractual agreement and PROGRAM AGREEMENT.

IV. ADDITIONAL PROTECTIONS FOR VULNERABLE ADULTS

GREENSKY and GREENSKY's officers, directors, employees, personnel, agents, and representatives who have responsibilities related to the subject matter of this Assurance and who receive actual notice of this Assurance, whether acting directly or indirectly, shall comply with the following:

A. GREENSKY shall maintain a program to make telephone calls to SENIOR CITIZEN BORROWERs, based on the age information of the BORROWER reported in the loan application, and shall use risk-based criteria to select the percentage of SENIOR CITIZEN BORROWERs who receive such calls.

B. During such calls, to the extent the SENIOR CITIZEN BORROWER agrees to speak with GREENSKY personnel, GREENSKY personnel shall confirm (1) that the SENIOR

CITIZEN BORROWER authorized the loan application, (2) that the SENIOR CITIZEN BORROWER understands the loan terms, and (3) that the SENIOR CITIZEN BORROWER knows how to contact the GREENSKY PROGRAM MERCHANT and GREENSKY with any COMPLAINT.

C. GREENSKY shall maintain policies and procedures that require any COMPLAINT that alleges a BORROWER was taken advantage of because of the BORROWER's age or disability to be escalated to a second line department (*i.e.*, Compliance, Risk, or Legal).

D. GREENSKY shall provide periodic communications to GREENSKY PROGRAM MERCHANTs regarding effectively communicating with SENIOR CITIZENs and identifying SENIOR CITIZENs who may be the victim of elder abuse, fraud, or exploitation.

E. GREENSKY shall have policies and procedures regarding GREENSKY notifying Adult Protective Services or other similar agency in the relevant STATE if GREENSKY has reason to believe that a BORROWER who is a VULNERABLE ADULT in one of the STATES is the victim of elder abuse, fraud, or exploitation in connection with a GREENSKY PROGRAM.

V. RESOLUTION OF BORROWER COMPLAINTS

GREENSKY and GREENSKY's officers, directors, employees, personnel, agents, and representatives who have responsibilities related to the subject matter of this Assurance and who receive actual notice of this Assurance, whether acting directly or indirectly, shall comply with the following:

A. **Complaint Resolution Procedures.**

1. The CUSTOMER SOLUTIONS TEAM shall oversee GREENSKY's complaint resolution process. GREENSKY shall have policies and procedures under which each

BORROWER who initiates a COMPLAINT shall have an assigned point of contact within the CUSTOMER SOLUTIONS TEAM for the duration of his or her COMPLAINT.

2. If a COMPLAINT is submitted, then GREENSKY shall have policies and procedures providing that, within five (5) business days of receiving such COMPLAINT and provided the COMPLAINT remains unresolved, place a block against any additional TRANSACTIONs with respect to the BORROWER, place a provisional credit on the BORROWER's account, and place the BORROWER on a do-not-call list that prevents GREENSKY from making collections calls to the BORROWER, until the COMPLAINT is resolved.

3. GREENSKY shall work in good faith to resolve (a) COMPLAINTs concerning allegations that a GREENSKY PROGRAM MERCHANT failed to meet its obligations under the GREENSKY PROGRAM AGREEMENT or its contract with a BORROWER, (b) COMPLAINTs concerning allegations that GREENSKY PROGRAM MERCHANT failed to provide GOODs or SERVICEs as agreed with a BORROWER in the MERCHANT's contractual agreement with the BORROWER, and (c) COMPLAINTs concerning allegations surrounding the misleading or incomplete explanation of loan terms, consistent with GREENSKY's complaint policies and procedures.

4. A COMPLAINT is resolved against the BORROWER only if GREENSKY determines in good faith that the evidence supports it. GREENSKY shall have policies and procedures providing that until the COMPLAINT is resolved, the BORROWER shall not be required to make any loan payment on an amount related to the disputed GOODs or SERVICEs and GREENSKY shall not make or threaten to make an adverse report to any PERSON about the BORROWER's credit standing, or report that an amount or account is

delinquent, because the BORROWER failed to pay the disputed amount or related finance or other related charges.

B. **Borrower Relief.**

1. GREENSKY shall have policies and procedures providing that once a resolution on a COMPLAINT is reached GREENSKY will: (a) attempt to contact the BORROWER via telephone to discuss the resolution, (b) send confirmation of the resolution to the BORROWER, and (c) close out the complaint in the COMPLAINT MANAGEMENT SYSTEM. GREENSKY may also reverse any provisional credit, resume regular credit reporting, and/or unlock the BORROWER's account. If a COMPLAINT is resolved in the BORROWER's favor, a BORROWER may receive non-monetary or monetary relief, as determined by GREENSKY, which may include: the MERCHANT taking steps reasonably requested by the BORROWER, GREENSKY facilitating revision of the BORROWER's loan terms with their PARTICIPATING LENDER, GREENSKY requesting that the appropriate credit agencies remove a credit inquiry and/or trade line, and/or returning funds to the BORROWER or reducing the balance owed to the PARTICIPATING LENDER on the BORROWER's loan.

2. If a COMPLAINT concerning an unauthorized loan or an unauthorized TRANSACTION is resolved in the BORROWER's favor because GREENSKY does not possess or cannot obtain evidence of authorization for such loan or TRANSACTION, GREENSKY shall facilitate with the PARTICIPATING LENDER to make the BORROWER whole within ten (10) business days of said resolution by: (i) canceling the BORROWER's loan if the loan was unauthorized or canceling the TRANSACTION if the TRANSACTION was unauthorized; (ii) issuing a permanent account credit on the BORROWER's account if the loan was unauthorized; and (iii) refunding the BORROWER an amount that would make the BORROWER whole by

refunding to the BORROWER any amounts paid on the unauthorized loan or the unauthorized TRANSACTION, as applicable.

3. If the COMPLAINT is resolved in the BORROWER's favor, GREENSKY shall also submit a request to update or correct any incorrect or inaccurate information furnished to a Credit Reporting Agency in the subsequent reporting cycle following the resolution of the COMPLAINT.

C. **Communications with Attorneys General.**

1. GREENSKY shall designate one or more management level employees to be the primary contact for the ATTORNEYS GENERAL for communications regarding COMPLAINTs and inquiries from individual BORROWERs that are received by any of the ATTORNEYS GENERAL.

2. GREENSKY shall provide an initial written response to all such COMPLAINTs and inquiries received from the ATTORNEYS GENERAL within fourteen (14) business days of its receipt of a COMPLAINT or inquiry or within an otherwise reasonable time frame communicated to the relevant BORROWER and ATTORNEY GENERAL.

3. GREENSKY shall provide information regarding the BORROWER's COMPLAINT or inquiry to the relevant BORROWER and to the relevant ATTORNEY GENERAL upon written request.

D. **GreenSky Complaint Resolution Compliance.** To implement the requirements of the Assurances, GREENSKY shall:

1. Revise its consumer complaint management program, as necessary, including by acquiring and allocating all reasonably necessary systems and staff, employee

training, and written company policies, practices, and procedures, including specific standards of investigation and COMPLAINT resolution;

2. As outlined above in Section 2.III(K), review and analyze COMPLAINTs on a reasonably routine basis for the purpose of identifying trends or emerging issues;

3. As outlined above in Section 2.III(L), review COMPLAINTs history as part of a risk-based process to monitor GREENSKY PROGRAM MERCHANTs and identify GREENSKY PROGRAM MERCHANTs potentially involved in violations of GREENSKY PROGRAM requirements that pose material risk of consumer harm; and

4. Periodically revise policies and procedures as appropriate, and implement updated practices or solutions, designed to reasonably prevent violations of the CONSUMER STATUTES by GREENSKY, including, but not limited to, unauthorized loans and/or unauthorized TRANSACTIONs.

5. On an annual basis, conduct a review of policies and procedures to confirm that policies and procedures are designed to reasonably prevent further BORROWER harm (e.g., suspension or termination of a GREENSKY PROGRAM MERCHANT) and remediate BORROWER harm, including, but not limited to, unauthorized loans and/or unauthorized TRANSACTIONs.

VI. COMPLIANCE REPORTS, MONITORING, AND RECORDKEEPING PROVISIONS

A. Independent Assessments of Compliance

1. GREENSKY must obtain an initial assessment from an independent third-party professional selected by GREENSKY and approved by the ATTORNEYS GENERAL ("ASSESSOR") and annual assessments from the ASSESSOR thereafter for a total period of five (5) years (each an "ASSESSMENT" and collectively the "ASSESSMENTS"). The

ASSESSMENTS must cover: (1) the period from the EFFECTIVE DATE to one hundred and eighty (180) days after the EFFECTIVE DATE; and (2) each one-year period thereafter for the next four (4) years. GREENSKY must submit each ASSESSMENT to the ATTORNEYS GENERAL within thirty (30) days of GREENSKY's receipt thereof from the ASSESSOR. Each ASSESSMENT may collectively cover the relevant requirements under this Assurance and the Other Assurances in a single ASSESSMENT.

2. Each ASSESSMENT must evaluate whether GREENSKY has effectively implemented and maintained the requirements set forth in the Loan Application and Authorization provisions contained in Section 2.I, the Authorization for Transactions provisions contained in Section 2.II, the Merchant Vetting Procedures and Oversight Duties provisions contained in Section 2.III, the additional protections for VULNERABLE ADULTS contained in Section 2.IV, and the Resolution of BORROWER COMPLAINTS provisions contained in Section 2.V, and make recommendations to remediate or cure any ineffective implementation or maintenance of the requirements set forth in this Assurance.

3. GREENSKY and the ASSESSOR shall confer in good faith to determine what information is reasonably necessary for the ASSESSOR to conduct the ASSESSMENTS. GREENSKY shall provide the ASSESSOR information in its possession, custody, or control that GREENSKY and the ASSESSOR mutually deem reasonably necessary for the ASSESSMENTS. GREENSKY shall provide the information to the ASSESSOR within a reasonable time after receipt of the request for information after the Assurance has been entered.

4. No finding of any ASSESSMENT shall rely solely on assertions or attestations by GREENSKY's management. The ASSESSMENT shall be signed by the ASSESSOR and shall state that the ASSESSOR conducted an independent review and did not

rely solely on assertions or attestations by GREENSKY's management.

5. All costs and expenses of the ASSESSOR, including taxes, shall be paid by GREENSKY directly to the ASSESSOR.

6. No later than 30 days after the SETTLEMENT ADMINISTRATOR has completed redress administration under the REDRESS PLAN and the redress plans under the Other Assurances, GREENSKY shall submit to the ATTORNEYS GENERAL a report regarding the COMPLAINTS where CASH REDRESS or CREDIT REDRESS was provided under the terms of this Assurance and REDRESS PLAN and the Other Assurances and their redress plans. The report must identify (i) the number of COMPLAINTs that were considered for CASH REDRESS or CREDIT REDRESS, including the number of COMPLAINTs in each STATE as reflected by the STATE identified as the BORROWER's address at the time of the COMPLAINT, (ii) the total amount of CASH REDRESS distributed and CREDIT REDRESS applied, (iii) the number and amount of setoffs granted, (iv) the amount of the CASH REDRESS checks deposited by BORROWERs, and (v) the number of tradelines deleted to correct inaccurate consumer reports.

7. For a period of five (5) years after the EFFECTIVE DATE, GREENSKY shall retain its records of all COMPLAINTS received by GREENSKY or submitted to GREENSKY by a GREENSKY PROGRAM MERCHANT. The records must identify, at a minimum and to the extent the information is reasonably available to GREENSKY, a unique identifier for the BORROWER; the BORROWER's age; the state identified as the BORROWER's address at the time of the COMPLAINT; the name of the GREENSKY PROGRAM MERCHANT at issue; the COMPLAINT date; a summary of the COMPLAINT; and the resolution of the COMPLAINT, including any monetary amounts refunded or credited to

the BORROWER or to the loan (including by GREENSKY or the GREENSKY PROGRAM MERCHANT). GREENSKY shall, upon request, make available to the requesting ATTORNEY GENERAL within a reasonable time period COMPLAINTs in categories covered by this Assurance received by GREENSKY or submitted to GREENSKY by a GREENSKY PROGRAM MERCHANT.

8. GREENSKY shall submit notice within fourteen (14) days of any change in (a) any designated point of contact identified by GREENSKY pursuant to Section 2.V(C)(1) of this Assurance, or (b) the entity structure of GREENSKY or any entity that GREENSKY has an ownership interest in or controls, directly or indirectly, that may affect GREENSKY's compliance obligations arising under this Assurance, including the merger, sale, or dissolution of the entity or any subsidiary or affiliate that engages in any acts or practices subject to this Assurance.

9. GREENSKY must submit notice of the filing of any bankruptcy petition, insolvency proceeding, or similar proceeding by or against GREENSKY within fourteen (14) days of its filing.

B. **Compliance Monitoring.**

1. For matters concerning this Assurance, representatives of the RELEVANT ATTORNEY GENERAL are authorized to communicate directly with GREENSKY. GREENSKY shall permit representatives of the RELEVANT ATTORNEY GENERAL to interview anyone affiliated with GREENSKY who has agreed to such an interview. The interviewee may have counsel present, and counsel for GREENSKY may also be present.

2. The RELEVANT ATTORNEY GENERAL may use all other lawful means, including posing through its representatives as consumers, suppliers, or other individuals

or entities, to GREENSKY or any individual or entity affiliated with GREENSKY, without the necessity of identification or prior notice. Nothing in this Assurance limits the RELEVANT ATTORNEY GENERAL's lawful use of compulsory process, pursuant to the laws of the RELEVANT STATE.

C. Recordkeeping.

GREENSKY shall retain the following records for five (5) years after the EFFECTIVE DATE:

1. All documents and records necessary to demonstrate compliance with each provision of this Assurance, including all submissions to the ATTORNEYS GENERAL;

2. Copies of all sales scripts, training materials, advertisements, public-facing webpages on GREENSKY-controlled websites, and other marketing materials, including any such materials used by a third party on GREENSKY's behalf that are in GREENSKY's possession;

3. All COMPLAINTs and refund requests (whether received directly or indirectly, such as through a third party), and any responses to those COMPLAINTs or refund requests;

4. Records showing, for each GREENSKY employee providing services related to any GREENSKY PROGRAM loans, that person's name, telephone number, email, physical or postal address, job title or position, dates of service, and, if applicable, the reason for termination; and

5. Records showing, for each GREENSKY PROGRAM MERCHANT and for any other service provider providing services related to the GREENSKY PROGRAM loans that has responsibilities related to the subject matter of this Assurance, the dates of service, and,

if applicable, the reason for termination, as well as the name of a point of contact, and that person's telephone number, email, physical or postal address, and job title or position.

VII. MISCELLANEOUS PROVISIONS

A. Whistleblower Provisions. GREENSKY shall maintain policies and procedures informing all employees at any level that they can report, without repercussion or retaliation, to senior management level employees any actual or potential deficiencies or issues that arise with regard to GREENSKY's operations, duties, and responsibilities, including those arising under this Assurance. Such policies and procedures shall include the maintenance of a toll-free hotline which allows for anonymous reporting.

B. Cooperation. GREENSKY shall cooperate with representatives of the RELEVANT ATTORNEY GENERAL in any investigation or case related to or associated with the subject of this Assurance. GREENSKY shall provide truthful and complete information, evidence, and testimony. GREENSKY shall use its reasonable best efforts to cause its officers, employees, representatives, or agents to appear for interviews, discovery, hearings, trials, and any other proceedings that the RELEVANT ATTORNEY GENERAL representative may reasonably request upon five (5) business days' written notice, or other reasonable notice, at such places and times as the RELEVANT ATTORNEY GENERAL representative may reasonably designate, without the service of a subpoena. The individuals may have counsel present, and counsel for GREENSKY may also be present.

C. Acknowledgements of the Assurance

1. For five (5) years after the EFFECTIVE DATE, GREENSKY shall deliver a copy of this Assurance to: (1) all of its officers, directors, employees, personnel, agents, and representatives who have responsibilities related to the subject matter of this Assurance; and (2) any business entity resulting from any change in structure as set forth in Section 2.VI(A)(8)

of this Assurance. Delivery must occur within thirty (30) calendar days after the EFFECTIVE DATE of this Assurance for current personnel. For all others, delivery must occur before they assume their responsibilities.

2. From each PERSON to whom GREENSKY delivered a copy of this Assurance, GREENSKY must use reasonable best efforts to obtain, within thirty (30) calendar days, a signed and dated acknowledgment of receipt of this Assurance. Electronic signatures and acknowledgements of receipt shall be acceptable to comply with this provision.

3. As the terms of this Assurance and the Other Assurances are substantially similar, the RELEVANT ATTORNEY GENERAL agrees that GREENSKY's notice obligations pursuant to this Assurance, including Section 2.VII(C)(1), Section 2.VII(C)(2), and the obligations related to GREENSKY and GREENSKY's officers, directors, employees, personnel, agents, and representatives who have responsibilities related to the subject matter of this Assurance who receive actual notice of this Assurance, may be satisfied by providing either this Assurance or any of the Other Assurances to such PERSONs and receiving from such PERSONs an acknowledgment of receipt for the applicable Assurance provided. Only a single Assurance need be provided.

D. Implementation

1. To the extent that additions and/or revisions to GREENSKY's policies, procedures, practices, or other documentation are necessary to comply with the terms of this Assurance, GREENSKY shall have ninety (90) days from the EFFECTIVE DATE to implement such additions and/or revisions. To the extent additions and/or revisions to GREENSKY's trainings for GREENSKY PROGRAM MERCHANT employees are necessary to comply with the terms of this Assurance, GREENSKY shall have ninety (90) days from the EFFECTIVE

DATE to implement such additions and/or revisions to its trainings, and such trainings will then be presented to the applicable GREENSKY PROGRAM MERCHANT employees in accordance with GREENSKY's standard schedule for such trainings.

E. Termination

1. The injunctive terms of the Assurances will terminate five (5) years from the EFFECTIVE DATE. The injunctive terms of this Assurance will remain effective and enforceable until such time, except to the extent that any provisions have been amended, suspended, waived, or terminated in writing by the RELEVANT ATTORNEY GENERAL or its designated agent in accordance with the terms of this Assurance.

3. MONETARY PAYMENT

No later than thirty (30) days after the EFFECTIVE DATE, pursuant to the Assurances, GREENSKY must pay a total of THREE MILLION, FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($3,500,000.00): FIVE HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED SIX DOLLARS AND SIXTEEN CENTS ($575,106.16) of which shall be designated as civil penalties and TWO MILLION, NINE HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-THREE DOLLARS AND EIGHTY-FOUR CENTS ($2,924,893.84) of which shall be designated as reimbursement for attorneys' fees and costs (or for such other purposes as otherwise agreed in an Assurance) (collectively, in total, the "PAYMENT"). The PAYMENT shall be divided among the STATES as directed by the ATTORNEYS GENERAL. The portion of the PAYMENT to the RELEVANT STATE shall be paid by GREENSKY directly to the RELEVANT ATTORNEY GENERAL, on behalf of the RELEVANT STATE, in the amount(s) designated by the ATTORNEYS GENERAL and in accordance with instructions for payment provided by the RELEVANT ATTORNEY

GENERAL.

In accordance with the above provisions, the portion of the PAYMENT to be paid to the RELEVANT STATE will be paid by GREENSKY as follows:

I. GREENSKY must pay to the RELEVANT ATTORNEY GENERAL, on behalf of the RELEVANT STATE, ONE HUNDRED TWENTY-EIGHT THOUSAND, THREE HUNDRED SIXTY-ONE DOLLARS and SIXTY-FOUR CENTS ($128,361.64) in civil penalties. Such amount may be used for purposes that may include, but are not limited to, civil penalties, attorneys' fees, and other costs of investigation and litigation, or be placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray the costs of the inquiry leading hereto, or for other uses permitted by state law, at the sole discretion of the RELEVANT ATTORNEY GENERAL.

II. GREENSKY must pay to the RELEVANT ATTORNEY GENERAL, on behalf of the RELEVANT STATE, EIGHT HUNDRED AND SIX THOUSAND, SEVEN HUNDRED AND FOURTEEN DOLLARS and NINE CENTS ($806,714.09) to reimburse attorneys' fees and costs.

4. ENFORCEMENT

I. The provisions of this Assurance are enforceable by the RELEVANT ATTORNEY GENERAL. The RELEVANT ATTORNEY GENERAL may make such application as appropriate to enforce or interpret the provisions of this Assurance, or, in the alternative, may maintain any action within their legal authority. In any action to enforce this Assurance, the RELEVANT ATTORNEY GENERAL may seek any appropriate relief authorized by law.

II. An enforcement action under this Assurance may be brought solely by the RELEVANT ATTORNEY GENERAL. No provisions of this Assurance shall be construed as providing a private right of action to enforce the terms of this Assurance, nor shall any provision of this Assurance be construed as a release of any claim that a BORROWER or PERSON may have against GREENSKY.

5. RELEASE

I. Following full payment of the amounts due under this Assurance, the RELEVANT ATTORNEY GENERAL hereby releases and discharges the GREENSKY RELEASEES from all civil claims that the RELEVANT ATTORNEY GENERAL could have brought under the CONSUMER STATUTES on or prior to the EFFECTIVE DATE, but solely to the extent such claims arise from GREENSKY'S conduct during the COVERED CONDUCT period.

II. Notwithstanding any term of this Assurance, the following are specifically reserved and excluded from the release in Section 5(I) of this Assurance:

A. Any criminal liability that any person or entity, including GREENSKY, has or may have to the STATES;

B. State or federal antitrust violations;

C. State or federal securities violations;

D. State or federal tax claims; and

E. Any criminal, civil, or administrative claims against GREENSKY by any other agency or subdivision of the STATES.

III. Nothing contained in this Assurance shall be construed to create, waive, limit, settle, release, or resolve any private right of action, including but not limited to such private causes of action, claims, or remedies that could be brought under the CONSUMER STATUTES.

6. PRESERVATION OF AUTHORITY

Nothing in this Assurance shall be construed to limit the authority or ability of the RELEVANT ATTORNEY GENERAL to protect the interests of the RELEVANT STATE or the people of the RELEVANT STATE. This Assurance shall not bar the RELEVANT ATTORNEY GENERAL or any other governmental entity from enforcing laws, regulations, or rules against GREENSKY for conduct subsequent to or otherwise not covered by this Assurance or the REDRESS PLAN. Further, nothing in this Assurance shall be construed to limit the ability of the RELEVANT ATTORNEY GENERAL to enforce the obligations that GREENSKY has under this Assurance.

7. GENERAL PROVISIONS

I. This Assurance is entered into by the PARTIES as their own free and voluntary act and with full knowledge and understanding of the obligations and duties imposed by this Assurance.

II. The PARTIES have fully reviewed the terms of this Assurance, and the rule that uncertainty or ambiguity is to be construed against the drafter shall not apply to the construction or interpretation of this Assurance. In addition, the words "include" and "including" shall be interpreted as "include, without limitation," and "including, without limitation," respectively.

III. This Assurance contains the entire agreement between the PARTIES and supersedes any prior oral or written communications, discussions, or understandings. Except as otherwise provided herein, and subject to any additional requirements applicable in the RELEVANT STATE, this Assurance shall be modified only by Court approval, if necessary, or by a written instrument signed by or on behalf of the PARTIES.

IV. Except as otherwise explicitly provided in this Assurance, nothing in this Assurance shall be construed to limit the authority of the RELEVANT ATTORNEY GENERAL to protect the interests of the RELEVANT STATE or the people of the RELEVANT STATE.

V. If any clause, provision, or section of this Assurance is held illegal, invalid, or unenforceable for any reason, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Assurance, and this Assurance shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or provision had not been contained herein.

VI. This Assurance is not intended for use by any third-party in any other proceeding and is not intended, and should not be construed as, an admission of any wrongdoing or liability by GREENSKY, the GREENSKY RELEASEEs, or GREENSKY's current or former parent companies.

VII. Each of the PARTIES represents and warrants that an authorized representative of such PARTY has signed this Assurance with full knowledge, understanding, and acceptance of its terms and that the representative has done so with authority to legally bind such PARTY.

VIII. Unless otherwise prohibited by law, any signatures by the PARTIES required for entry of this Assurance may be executed in counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Assurance.

IX. The headings and titles of the sections and subsections of this Assurance are for convenience of reference only and are not to be considered in construing this Assurance.

X. No portion of the CASH REDRESS or CREDIT REDRESS represents reimbursement to any of the STATES for the costs of any investigation or litigation. The entire amount of CASH REDRESS or CREDIT REDRESS is properly characterized as described in Definitions II and V. No portion of the CASH REDRESS or CREDIT REDRESS constitutes disgorgement, nor is it properly characterized as the payment of statutory or other fines, penalties, punitive damages, other punitive assessments, or attorneys' fees.

XI. Except as otherwise provided herein, any notices or other documents required to be sent to the RELEVANT ATTORNEY GENERAL or GREENSKY pursuant to this Assurance shall be sent by U.S. mail, Certified Mail Return Receipt Requested, or other nationally recognized courier service that provides for tracking services and identification of the person signing for the documents, with a copy via email. The notices and/or documents shall be sent to the following addresses:

A. In the case of the RELEVANT ATTORNEY GENERAL, to:

Melissa M. Devine
Assistant Attorney General
Office of the Attorney General Chris Carr
Consumer Protection Division
40 Capitol Square, SW
Atlanta, GA 30334
mdevine@law.ga.gov

B. In the case of GREENSKY, to:

GreenSky, LLC
Compliance Department
5565 Glenridge Connector Suite #700
Atlanta, GA 30342
amanda.galifianakis@greensky.com

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IN WITNESS WHEREOF, the PARTIES have caused this Assurance to be executed and delivered on the date(s) set forth below.

[Signature pages follow]

FOR THE STATE OF GEORGIA:

By:  Dated: May 22, 2026

CHRISTOPHER M. CARR
ATTORNEY GENERAL OF THE STATE OF GEORGIA

FOR GREENSKY HOLDINGS, LLC:

By:  Dated: May 21, 2026

Ritesh Gupta
Chief Executive Officer

FOR GREENSKY, LLC:

By:  Dated: May 21, 2026

Ritesh Gupta
Chief Executive Officer

ATTACHMENT A: REDRESS PLAN[1]

1. ADMINISTRATION

As described in the Assurance of Voluntary Compliance (the "Assurance"), the redress shall be administered under the direction and control of the ATTORNEYS GENERAL[2] in the following manner:

A. The ATTORNEYS GENERAL choose Guideline Group as the SETTLEMENT ADMINISTRATOR to administer the redress process under this Assurance.

B. All costs and expenses of the SETTLEMENT ADMINISTRATOR, including taxes, shall be paid by GREENSKY directly to the SETTLEMENT ADMINISTRATOR.

C. GREENSKY shall conduct a good faith search of its records to identify information in its possession, custody, or control that GREENSKY determines is reasonably necessary for the administration of the redress process following a discussion with the SETTLEMENT ADMINISTRATOR. GREENSKY shall provide this information to the SETTLEMENT ADMINISTRATOR within a reasonable time after the Assurance has been entered.

D. GREENSKY shall warrant to the ATTORNEYS GENERAL at the time of supplying information to the SETTLEMENT ADMINISTRATOR that the information is complete and accurate to GREENSKY's knowledge and capability consistent with the good faith search of its records required by the Assurance. The information supplied to the SETTLEMENT ADMINISTRATOR is complete if it includes all of the information in GREENSKY's possession that GREENSKY identifies during its good faith search of its records and determines is reasonably necessary for the SETTLEMENT ADMINISTRATOR to assess whether a BORROWER is an AFFECTED BORROWER.

E. The SETTLEMENT ADMINISTRATOR shall create and maintain a website, toll-free telephone number, mailing address, and dedicated email address for BORROWERs to pose questions and submit CLAIM FORMs.

F. An ATTORNEY GENERAL may request information in the SETTLEMENT ADMINISTRATOR's possession pertaining to individual eligible BORROWERs who are or were residents of the STATES, including names and other identifying information. All such requests from an ATTORNEY GENERAL must be submitted to GREENSKY. Should, upon its review, GREENSKY reasonably believe that legal

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[1] This REDRESS PLAN and the redress plans under each of the Other Assurances are identical and may be satisfied by a single redress process that satisfies the terms of this Assurance and the Other Assurances.

[2] Unless otherwise specified in this REDRESS PLAN, all capitalized terms refer to the terms as defined in the Assurance.

requirements applicable to the ATTORNEY GENERAL would require redaction or anonymization of information, GREENSKY shall provide to the ATTORNEY GENERAL specific legal authority for redaction and/or anonymization that would be applicable to the ATTORNEY GENERAL. If the ATTORNEY GENERAL agrees that information should be redacted or anonymized, the SETTLEMENT ADMINISTRATOR shall provide the requested information to the ATTORNEY GENERAL in redacted and/or anonymized form. Otherwise, the SETTLEMENT ADMINISTRATOR shall provide all requested information to the ATTORNEY GENERAL in its original form.

G. The redress and any other funds provided to the SETTLEMENT ADMINISTRATOR for these purposes shall be administered in accordance with the terms set forth in the Assurance and this REDRESS PLAN.

H. GREENSKY has agreed to:

i. Pay CASH REDRESS to AFFECTED BORROWERs in accordance with this REDRESS PLAN and the redress plans under each of the Other Assurances totaling no more than FOUR MILLION, FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($4,500,000.00) in the form of checks mailed to BORROWERs (CASH REDRESS); and

ii. Provide CREDIT REDRESS to AFFECTED BORROWERs in accordance with this REDRESS PLAN and the redress plans under each of the Other Assurances, on behalf of the BORROWERs' PARTICIPATING LENDERs, in an amount no more than TWO MILLION DOLLARS AND ZERO CENTS ($2,000,000.00) (CREDIT REDRESS).

2. COMMUNICATING WITH OUTREACH BORROWERS

A. Mail and Email Communications

The SETTLEMENT ADMINISTRATOR will take the following steps when conducting outreach to the OUTREACH BORROWERs to send CLAIM FORMs. The SETTLEMENT ADMINISTRATOR has retained Rust Consulting to assist with these communications.

i. GREENSKY will provide the SETTLEMENT ADMINISTRATOR with the most recent physical addresses and email addresses in its system of records for all OUTREACH BORROWERs receiving communications from the SETTLEMENT ADMINISTRATOR. The SETTLEMENT ADMINISTRATOR will check those addresses against the National Change of Address database of the United States Postal Service and take any reasonable additional steps needed to update contact information, including updating contact information as needed upon receipt of communications from the OUTREACH BORROWER.

ii. The SETTLEMENT ADMINISTRATOR will first attempt to contact the OUTREACH BORROWERs by both email and then U.S. mail as set forth in

Section 7(B)(iii)-(iv) and Section 7(C)(iii)-(iv) below. An exemplar of the email communication from the SETTLEMENT ADMINISTRATOR is attached as Exhibit 1. An exemplar of the U.S. mail letter communication from the SETTLEMENT ADMINISTRATOR is attached as Exhibit 2. This email and letter will be the first two attempts to contact BORROWERs.

iii. As the exemplars indicate, the SETTLEMENT ADMINISTRATOR communications will invite the OUTREACH BORROWER to submit a CLAIM FORM and provide instructions for submitting the CLAIM FORM. The communications will also instruct the OUTREACH BORROWER to submit with the CLAIM FORM any evidence that the OUTREACH BORROWER would like the SETTLEMENT ADMINISTRATOR to consider.

iv. As the exemplars indicate, the SETTLEMENT ADMINISTRATOR communications will provide OUTREACH BORROWERs with a website, telephone number, and mailing address to respond to the SETTLEMENT ADMINISTRATOR's communications. The OUTREACH BORROWER will have at least 45 days to respond to each communication following the date of the communication, and the relevant time limit will be specified in the communication to the OUTREACH BORROWER.

v. If an OUTREACH BORROWER has not responded to the letter or the subsequent email within three weeks of the date on which the latter was sent, and the letter and email have not been returned as undeliverable, the SETTLEMENT ADMINISTRATOR will send a follow-up email. An exemplar of that email communication is attached as Exhibit 3. This will be a third attempt to contact the OUTREACH BORROWER.

vi. If an OUTREACH BORROWER has not responded to the foregoing communications within four weeks of the date the last communication was sent, the SETTLEMENT ADMINISTRATOR will send a second communication by U.S. mail. An exemplar of that U.S. mail communication is attached as Exhibit 4. This will be a fourth attempt to contact the OUTREACH BORROWER.

vii. The SETTLEMENT ADMINISTRATOR will make each of the foregoing follow-up communications within 10 days of the date on which the follow-up communication is deemed necessary, unless the OUTREACH BORROWER responds to any of the communications prior to the follow-up communication being sent.

B. Mail Response Issues

The SETTLEMENT ADMINISTRATOR will establish a U.S. Post Office Box to receive all undeliverable mail, reissue requests, and other correspondence. All undeliverable mail that is returned by the U.S. Post Office with a forwarding address will have that information updated in

the SETTLEMENT ADMINISTRATOR database and communicated to GREENSKY, and the relevant mail will be mailed to the updated address. All undeliverable checks that are returned without a forwarding address will be batch traced for a different address using an address locating service performed by an external vendor. Any alternative addresses that are returned as part of this trace will be updated in the SETTLEMENT ADMINISTRATOR database and the mail will be sent to the updated address that the SETTLEMENT ADMINISTRATOR reasonably concludes is the appropriate address.

C. Streamlining Borrower Outreach

The SETTLEMENT ADMINISTRATOR will streamline BORROWER outreach as described below. For each category described below, the SETTLEMENT ADMINISTRATOR will direct GREENSKY's actions and have the authority to take reasonable steps to review and revise those actions.

i. Borrowers Who Are Already POTENTIAL AFFECTED BORROWERs

GREENSKY will create a list of UNAUTHORIZED LOAN POPULATION BORROWERs pursuant to Section 9(A)(iii). At the SETTLEMENT ADMINISTRATOR's direction, GREENSKY will also create lists of the BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION to receive outreach pursuant to Sections 9(B)(iii)-(v). The SETTLEMENT ADMINISTRATOR will compare the lists of BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION and create one de-duplicated list of BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION. The SETTLEMENT ADMINISTRATOR will then compare the de-duplicated list of BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION to the list of UNAUTHORIZED LOAN POPULATION BORROWERs and remove BORROWERs who are already part of the UNAUTHORIZED LOAN POPULATION pursuant to section 9(A)(iii) (and thus are entitled to review under Section 9(A)) from the list of OUTREACH BORROWERs. Outreach to such BORROWERs in the UNAUTHORIZED LOAN POPULATION would be potentially confusing to the BORROWER, who may mistakenly conclude from the communication that he or she must respond to the SETTLEMENT ADMINISTRATOR in order to have his or her account reviewed.

ii. Borrowers Who Have Already Received Full Relief

At the SETTLEMENT ADMINISTRATOR's direction, GREENSKY will identify those BORROWERs in the UNAUTHORIZED LOAN POPULATION, POTENTIAL UNAUTHORIZED LOAN POPULATION, and POTENTIAL MERCHANT COMPLAINT POPULATION who have already had their loan cancelled, received full refunds, and/or had the GREENSKY inquiry or tradeline removed from their credit reporting to the full extent that relief would be available to them under the Assurance. The SETTLEMENT ADMINISTRATOR will then remove the identified BORROWERs from the list of OUTREACH BORROWERs. Because such BORROWERs will have already received any available redress, there is no reason for the SETTLEMENT ADMINISTRATOR to communicate with such BORROWERs. Indeed, such a communication may lead the BORROWER to mistakenly believe that the account has not been closed or that additional redress may be available.

iii. Borrowers Who Were Considered For Redress Under The CFPB CONSENT ORDER

At the SETTLEMENT ADMINISTRATOR's direction, GREENSKY will identify those BORROWERs in the UNAUTHORIZED LOAN POPULATION, the POTENTIAL UNAUTHORIZED LOAN POPULATION, and the POTENTIAL MERCHANT COMPLAINT POPULATION who were considered for redress pursuant to the Consent Order issued by the U.S. Consumer Financial Protection Bureau in the matter *In the Matter of GreenSky, LLC*, Admin. Proceeding File No. 2021-CFPB-00004 (July 12, 2021) (the "CFPB CONSENT ORDER"), including those who received full redress, those who received partial redress, and those who it was determined were not entitled to redress under the CFPB CONSENT ORDER. The SETTLEMENT ADMINISTRATOR will then remove the identified BORROWERs from the list of OUTREACH BORROWERs pursuant to Section 7(B). Because such BORROWERs will have already been considered for any redress available under Sections 9(A) or 9(B) of this REDRESS PLAN, there is no reason for the SETTLEMENT ADMINISTRATOR to communicate with such BORROWERs or for such BORROWERs to be separately considered for redress under Sections 9(A) or 9(B) of this REDRESS PLAN. Indeed, such a communication may lead the BORROWER to mistakenly believe that the account has not been closed or that additional redress may be available.

iv. Redress to Borrowers with No Transactions and No Payments

At the SETTLEMENT ADMINISTRATOR's direction, GREENSKY will identify those BORROWERs in the UNAUTHORIZED LOAN POPULATION, the POTENTIAL UNAUTHORIZED LOAN POPULATION, and the POTENTIAL MERCHANT COMPLAINT POPULATION whose loans were never used for any transaction and who never made any payments. The only redress available in these circumstances is the cancellation of the loan (if not already cancelled) and a request to Credit Reporting Agencies to delete the inquiry (if any). See Assurance. If such redress has not already been provided and the BORROWER is an AFFECTED BORROWER in the UNAUTHORIZED LOAN POPULATION, the POTENTIAL UNAUTHORIZED LOAN POPULATION, or the POTENTIAL MERCHANT COMPLAINT POPULATION, GREENSKY agrees that such BORROWER will be provided such redress (as applicable) under this REDRESS PLAN and receive a communication from the SETTLEMENT ADMINISTRATOR regarding that redress in keeping with this REDRESS PLAN.

3. METHODOLOGY FOR IDENTIFYING AFFECTED BORROWERS

POTENTIAL AFFECTED BORROWERs in the UNAUTHORIZED LOAN POPULATION pursuant to Section 9(A)(iii), POTENTIAL AFFECTED BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION pursuant to Sections 9(B)(iii) – (v) and POTENTIAL AFFECTED BORROWERs in the POTENTIAL MERCHANT COMPLAINT POPULATION pursuant to Section 9(C)(i) will be considered, collectively, POTENTIAL AFFECTED BORROWERs. In order to identify which of these POTENTIAL AFFECTED BORROWERs are AFFECTED BORROWERs (as defined in Sections 9(A)(ii), 9(B)(ii), and 9(C)(iii), collectively), the SETTLEMENT ADMINISTRATOR will apply the methodologies described in Sections 9(A), 9(B), and 9(C). Redress will be provided to AFFECTED BORROWERs in the UNAUTHORIZED LOAN POPULATION and POTENTIAL

UNAUTHORIZED LOAN POPULATION unless GREENSKY provides the SETTLEMENT ADMINISTRATOR with one or more of the forms of evidence described in Sections 9(A) and 9(B).

As used in this REDRESS PLAN, COMPLAINT refers to a complaint that was identified as such by GREENSKY at the time of the interaction with the BORROWER or other individual or entity through which GREENSKY became aware of the complaint.

A. Timeline To Provide Evidence Regarding POTENTIAL AFFECTED BORROWERs

GREENSKY should produce any evidence within eight weeks of notification from the SETTLEMENT ADMINISTRATOR that a BORROWER is a POTENTIAL AFFECTED BORROWER in the UNAUTHORIZED LOAN POPULATION, a POTENTIAL AFFECTED BORROWER in the POTENTIAL UNAUTHORIZED LOAN POPULATION, or a POTENTIAL AFFECTED BORROWER in the POTENTIAL MERCHANT COMPLAINT POPULATION. GREENSKY and the SETTLEMENT ADMINISTRATOR may agree to adjust this timeline as appropriate and reasonable.

B. Methodology For Verifying The Authenticity Of Evidence Of Authorization

The SETTLEMENT ADMINISTRATOR shall take all reasonable steps where appropriate to verify the authenticity of the information produced by GREENSKY, including any information GREENSKY obtains through the GREENSKY PROGRAM MERCHANTs. In order to identify potential instances where it is appropriate to verify the authenticity of a document from a GREENSKY PROGRAM MERCHANT, the SETTLEMENT ADMINISTRATOR will identify COMPLAINTs in which the BORROWER disputes the authenticity of the proffered evidence of authorization by supervising a search of GREENSKY's call notes for the terms "forged", "forgery" "forge", "did not sign", or "didn't sign."[3]

The SETTLEMENT ADMINISTRATOR will then evaluate the call notes containing those terms to confirm that they indicate that the BORROWER in fact raised an issue regarding the authenticity of their signature or similar evidence. If the BORROWER raised such an issue, the SETTLEMENT ADMINISTRATOR will take the steps it deems reasonable to determine whether the proffered evidence is authentic. These steps may include, depending upon the facts and circumstances, such steps as reviewing additional call notes, reviewing additional documents, contacting the BORROWER, or reviewing recordings of the calls themselves. Once the SETTLEMENT ADMINISTRATOR concludes that it has taken all reasonable steps, it must decide, using a preponderance of the evidence standard, whether the proffered evidence is authentic. If the SETTLEMENT ADMINISTRATOR determines that the proffered evidence of

[3] For the avoidance of doubt, where evidence of authorization is a recorded telephone call between GREENSKY and the BORROWER during which the BORROWER provides his or her authorization or, for loans originated after July 12, 2021, the completion of an activation process by the BORROWER that includes an acknowledgment of receipt of the loan agreement and that the BORROWER is activating their account to make payments to their GREENSKY PROGRAM MERCHANT, this provision does not apply.

authorization is inauthentic, the POTENTIAL AFFECTED BORROWER under Section 9(A) or 9(B) will be an AFFECTED BORROWER unless GREENSKY proffers additional evidence as set forth below. If the SETTLEMENT ADMINISTRATOR determines that the proffered evidence of authorization is authentic, the POTENTIAL AFFECTED BORROWER under Section 9(A) or 9(B) is not an AFFECTED BORROWER.

C. Opportunity For GreenSky To Provide Additional Evidence

After notification by the SETTLEMENT ADMINISTRATOR that particular proffered evidence is not sufficient to refute a COMPLAINT or claim as set forth in a CLAIM FORM, GREENSKY will have an opportunity to provide the SETTLEMENT ADMINISTRATOR with additional evidence as described in Sections 7(A)(iii), 7(B)(ix), and 7(C)(ix). For example, GREENSKY may decide to replace a signed loan application form obtained from a GREENSKY PROGRAM MERCHANT, with an audio recording in which the BORROWER acknowledges that he or she submitted a loan application. If GREENSKY fails to provide additional evidence, or the SETTLEMENT ADMINISTRATOR finds the newly proffered evidence is not sufficient to refute the COMPLAINT or claim asserted in the CLAIM FORM, the POTENTIAL AFFECTED BORROWER under Section 9(A), 9(B), or 9(C) will be treated as an AFFECTED BORROWER. If the SETTLEMENT ADMINISTRATOR determines that the additional evidence is sufficient to refute the COMPLAINT or claim asserted in the CLAIM FORM, the POTENTIAL AFFECTED BORROWER under Section 9(A), 9(B), or 9(C) will not be treated as an AFFECTED BORROWER.

D. Methodology For Making A Determination Based On The Evidence

Prior to making a determination under sections 9(A)(ii), 9(B)(ii), or 9(C)(iii) of this REDRESS PLAN, the SETTLEMENT ADMINISTRATOR shall review:

i. All documentation and information submitted by the POTENTIAL AFFECTED BORROWER with the initial COMPLAINT;

ii. All documentation and information submitted by the POTENTIAL AFFECTED BORROWER with the CLAIM FORM and in response to any further outreach described in Sections 2(A) and 7(A)-(C);

iii. All documentation and information provided by GREENSKY.

If GREENSKY provides the SETTLEMENT ADMINISTRATOR with additional information or evidence as described in Sections 3(C), 7(A)(iii), 7(B)(ix), or 7(C)(ix) then prior to making the determination specified in Sections 9(A)(ii), 9(B)(ii), or 9(C)(iii) of this REDRESS PLAN, the SETTLEMENT ADMINISTRATOR shall review that evidence and any additional information that is submitted to the SETTLEMENT ADMINISTRATOR by the POTENTIAL AFFECTED BORROWER, as described in Sections 7(A)(iv), 7(B)(x), and 7(C)(x).

4. METHOD FOR CALCULATING REDRESS

A. Cash Redress

CASH REDRESS will consist of a refund of applicable payments made by a BORROWER to a PARTICIPATING LENDER on the relevant loan, as facilitated by GREENSKY, net of any funds previously returned to the BORROWER. The SETTLEMENT ADMINISTRATOR will direct GREENSKY to provide documentation of all such payments and previous refunds, and will calculate the resulting CASH REDRESS to be paid to the BORROWER pursuant to Sections 9(A), 9(B), and 9(C). The SETTLEMENT ADMINISTRATOR may conduct any reasonable investigation into the documentation of funds previously returned to a BORROWER.

B. Credit Redress

CREDIT REDRESS will consist of GREENSKY, on behalf of the BORROWER's PARTICIPATING LENDER, discharging applicable balances on the relevant account, permanently foregoing any further collection on those balances, and reporting the new balance to the Credit Reporting Agencies or requesting the removal of the GREENSKY PROGRAM inquiry and/or tradeline (if any) from the BORROWER's credit report. The SETTLEMENT ADMINISTRATOR will direct GREENSKY to provide documentation of all account balances, and will calculate the CREDIT REDRESS to be provided to the BORROWER pursuant to Sections 9(A), 9(B), and 9(C). The SETTLEMENT ADMINISTRATOR may conduct any reasonable investigation into the documentation of all account balances.

C. Settlement Administrator Redress Authority

The SETTLEMENT ADMINISTRATOR shall determine the amount(s) of CASH REDRESS and/or CREDIT REDRESS to which an AFFECTED BORROWER is entitled pursuant to Sections 9(A), 9(B), and 9(C).

D. Approach to Ceiling Amounts

Because this REDRESS PLAN and the redress plans under each of the Other Assurances caps CASH REDRESS and CREDIT REDRESS, the SETTLEMENT ADMINISTRATOR must complete the identification of AFFECTED BORROWERs, defined in Sections 9(A), 9(B), and 9(C) under this REDRESS PLAN and the redress plans under each of the Other Assurances, and the calculation of their redress, before any payments or credits are made to ensure all AFFECTED BORROWERs receive some redress.

If the total amount of CASH REDRESS under this REDRESS PLAN and the redress plans under each of the Other Assurances exceeds FOUR MILLION, FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS ($4,500,000.00), each AFFECTED BORROWER under this REDRESS PLAN and the redress plans under each of the Other Assurances entitled to CASH REDRESS will receive a *pro rata* amount of CASH REDRESS. The SETTLEMENT ADMINISTRATOR will make the necessary calculations.

If the total amount of CREDIT REDRESS under this REDRESS PLAN and the redress plans under each of the Other Assurances exceeds TWO MILLION DOLLARS AND ZERO CENTS ($2,000,000.00), each AFFECTED BORROWER under this REDRESS PLAN and the redress plans under each of the Other Assurances entitled to CREDIT REDRESS will receive a *pro rata* amount of CREDIT REDRESS. The SETTLEMENT ADMINISTRATOR will make the necessary calculations.

If such *pro rata* recoveries are necessary, the SETTLEMENT ADMINISTRATOR will communicate with any AFFECTED BORROWERs regarding their redress. Those communications should include a website and toll-free telephone number to respond to BORROWER questions.

5. SETOFF

The SETTLEMENT ADMINISTRATOR may consider a request by GREENSKY for a setoff of CASH REDRESS and/or CREDIT REDRESS for GOODs and SERVICEs actually provided. GREENSKY will have the burden of proposing such setoff and demonstrating that setoff is appropriate, and must do so within 30 days of notice from the SETTLEMENT ADMINISTRATOR that a POTENTIAL AFFECTED BORROWER is an AFFECTED BORROWER. The final determination on a setoff is within the sole discretion of the SETTLEMENT ADMINISTRATOR.

If GREENSKY decides to initiate a request for a setoff, it must provide the SETTLEMENT ADMINISTRATOR with evidence that GOODs and/or SERVICEs were actually provided to the POTENTIAL AFFECTED BORROWER. GREENSKY's setoff request must specify the amount of setoff sought and be based on evidence adequate to show both the value of the relevant GOODs and/or SERVICEs and that the GOODs and/or SERVICEs were actually provided to the POTENTIAL AFFECTED BORROWER. Any cost of such valuation will be borne by GREENSKY. Where appropriate, the SETTLEMENT ADMINISTRATOR may require that GREENSKY provide any available metadata associated with any documents provided to the SETTLEMENT ADMINISTRATOR in connection with the requested setoff. The SETTLEMENT ADMINISTRATOR must evaluate that evidence and determine whether GREENSKY has made a sufficient showing to warrant further investigation. In order to warrant further investigation, the evidence provided by GREENSKY must be sufficient to warrant a setoff in the absence of contrary evidence. Evidence sufficient to warrant a setoff in the absence of contrary evidence includes:

A. Written (including electronic) acknowledgement of receipt of GOODs or SERVICEs the GREENSKY PROGRAM MERCHANT or POTENTIAL AFFECTED BORROWER provides to GREENSKY, such as a Certificate of Completion;

B. Verbal, recorded acknowledgement from the POTENTIAL AFFECTED BORROWER that GOODs or SERVICEs were received;

C. Communications between the GREENSKY PROGRAM MERCHANT and the POTENTIAL AFFECTED BORROWER acknowledging the POTENTIAL AFFECTED BORROWER's receipt of partial or complete GOODs or SERVICEs;

D. Other documentation demonstrating the completion of a phase or all of the project at issue.

If the SETTLEMENT ADMINISTRATOR determines that GREENSKY has not made a sufficient showing for setoff, the SETTLEMENT ADMINISTRATOR will explain its reasoning, and GREENSKY will have 15 days to provide additional relevant evidence. If GREENSKY does not cure the insufficiency with additional relevant evidence, the SETTLEMENT ADMINISTRATOR will deny the request for setoff.

If GREENSKY has made a showing for setoff that warrants further investigation, the SETTLEMENT ADMINISTRATOR will attempt to contact the POTENTIAL AFFECTED BORROWER and ask whether the GREENSKY PROGRAM MERCHANT provided GOODs and/or SERVICEs and how the POTENTIAL AFFECTED BORROWER paid for those GOODs and/or SERVICEs. This communication will also invite the POTENTIAL AFFECTED BORROWER to submit any relevant evidence. Such evidence may include, but is not limited to, evidence that the GOODs and/or SERVICEs were not delivered, or evidence that the POTENTIAL AFFECTED BORROWER paid for the GOODs and/or SERVICEs in some other way.

If the POTENTIAL AFFECTED BORROWER presents evidence that conflicts with GREENSKY's evidence, the SETTLEMENT ADMINISTRATOR may take any steps it deems necessary to determine whether setoff is appropriate. These steps will include requesting additional information from GREENSKY, the relevant GREENSKY PROGRAM MERCHANT, or the POTENTIAL AFFECTED BORROWER. The SETTLEMENT ADMINISTRATOR will weigh all of the evidence available to it and determine whether the preponderance of the evidence supports any setoff, and in what amount.

6. REVIEW BY GREENSKY

GREENSKY will be allowed to review the work conducted by the SETTLEMENT ADMINISTRATOR, including, but not limited to the calculations for CREDIT REDRESS and CASH REDRESS made by the SETTLEMENT ADMINISTRATOR pursuant to Section 4, and all communications between the SETTLEMENT ADMINISTRATOR and BORROWERs and to raise any questions, objections, or concerns, which the SETTLEMENT ADMINISTRATOR will address. The ATTORNEYS GENERAL may obtain those documents and communications upon request. All such requests from an ATTORNEY GENERAL must be submitted to GREENSKY. Should, upon its review, GREENSKY reasonably believe that legal requirements applicable to the ATTORNEY GENERAL would require redaction or anonymization of the documents and/or communications, GREENSKY shall provide to the ATTORNEY GENERAL specific legal authority for redaction and/or anonymization that would be applicable to the ATTORNEY GENERAL. If the ATTORNEY GENERAL agrees that information should be redacted or anonymized, the SETTLEMENT ADMINISTRATOR shall provide the requested documents and communications to the ATTORNEY GENERAL in redacted and/or anonymized form. Otherwise, the SETTLEMENT ADMINISTRATOR shall provide all requested documents and communications to the ATTORNEY GENERAL in their original form. The SETTLEMENT ADMINISTRATOR will provide to the ATTORNEYS GENERAL, prior to completion of

redress administration, a detailed accounting of any changes or modifications to the population of AFFECTED BORROWERs or amounts of redress due to AFFECTED BORROWERs as a result of GREENSKY's review. The SETTLEMENT ADMINISTRATOR has full and final decision-making rights as to the identification of AFFECTED BORROWERs under Sections 9(A), 9(B), and 9(C) and the amounts of CASH REDRESS or CREDIT REDRESS due to AFFECTED BORROWERs in the UNAUTHORIZED LOAN POPULATION, the POTENTIAL UNAUTHORIZED LOAN POPULATION, and the MERCHANT COMPLAINT POPULATION under the REDRESS PLAN.

If the caps on CASH REDRESS or CREDIT REDRESS would otherwise be exceeded, then the SETTLEMENT ADMINISTRATOR has full and final decision-making rights as to the *pro rata* amount(s) of CASH REDRESS and/or CREDIT REDRESS due to AFFECTED BORROWERs in the UNAUTHORIZED LOAN POPULATION, the POTENTIAL UNAUTHORIZED LOAN POPULATION, and the MERCHANT COMPLAINT POPULATION pursuant to Section 4(D).

7. TIMELINES

GREENSKY and the SETTLEMENT ADMINISTRATOR will make every reasonable effort to comply with the following timelines. Each is an outside timeline, and both GREENSKY and the SETTLEMENT ADMINISTRATOR may take actions on a rolling basis in order to achieve such timelines. If any of the following timelines prove impractical, GREENSKY and the SETTLEMENT ADMINISTRATOR will work together to establish a new timeline that is as close to the original timeline as is practical.

The following sets forth timelines by which activities should be completed. Both GREENSKY and the SETTLEMENT ADMINISTRATOR will make their best efforts to complete tasks before the end dates set forth in these timelines, and to provide information on a rolling basis where appropriate. The SETTLEMENT ADMINISTRATOR has the discretion to alter these timelines where reasonable and appropriate.

A. Unauthorized Loan Complaints

i. Within six weeks of the EFFECTIVE DATE, GREENSKY will provide a list of unauthorized loan COMPLAINTs pursuant to Section 9(A)(iii), subject to the refinements described in Section 2(C), and evidence of authorization to the SETTLEMENT ADMINISTRATOR.

ii. Within 45 days of receiving the foregoing list, the SETTLEMENT ADMINISTRATOR will determine which UNAUTHORIZED LOAN POPULATION POTENTIAL AFFECTED BORROWERs on that list are AFFECTED BORROWERS and so notify GREENSKY.

iii. GREENSKY may, within two weeks of receiving the SETTLEMENT ADMINISTRATOR's decision that an UNAUTHORIZED LOAN POPULATION POTENTIAL AFFECTED BORROWER is an AFFECTED BORROWER, provide the SETTLEMENT ADMINISTRATOR with additional evidence relevant to the SETTLEMENT ADMINISTRATOR's determination.

iv. If GREENSKY provides additional evidence, the SETTLEMENT ADMINISTRATOR, within 10 days, will contact the UNAUTHORIZED LOAN POPULATION POTENTIAL AFFECTED BORROWER, following the steps set forth in Section 2(A)(ii)-(vii) above, to ask if the BORROWER would like to submit a response and/or further evidence within 45 days. After receiving all evidence, the SETTLEMENT ADMINISTRATOR will make a final decision within two weeks as to whether an UNAUTHORIZED LOAN POPULATION POTENTIAL AFFECTED BORROWER is an AFFECTED BORROWER.

v. After the SETTLEMENT ADMINISTRATOR notifies GREENSKY of its final decision as to whether an UNAUTHORIZED LOAN POPULATION POTENTIAL AFFECTED BORROWER is an AFFECTED BORROWER, GREENSKY will review the decision and provide any objection within two weeks if GREENSKY determines that the decision is not appropriate under this Assurance and the REDRESS PLAN. Within two weeks of receiving such an objection, the SETTLEMENT ADMINISTRATOR and GREENSKY will confer regarding the objection. Within seven days of conferring with GREENSKY regarding any objection, the SETTLEMENT ADMINISTRATOR will either confirm or revise its final decision as to whether an UNAUTHORIZED LOAN POPULATION POTENTIAL AFFECTED BORROWER is an AFFECTED BORROWER.

B. Potential Unauthorized Loan Complaints

i. Within eight weeks of the EFFECTIVE DATE, GREENSKY will provide to the SETTLEMENT ADMINISTRATOR the lists of POTENTIAL UNAUTHORIZED LOAN POPULATION BORROWERs to receive the outreach described in Section 9(B), subject to the refinements described in Section 2(C). These BORROWERs are "OUTREACH BORROWERs."

ii. Within two weeks of obtaining the foregoing lists, the SETTLEMENT ADMINISTRATOR will seek to verify physical and email addresses of the OUTREACH BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION.

iii. Within 30 days of obtaining the foregoing lists, the SETTLEMENT ADMINISTRATOR will send emails to the OUTREACH BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION in keeping with Section 2(A) of this REDRESS PLAN.

iv. Within 40 days of obtaining the foregoing lists, the SETTLEMENT ADMINISTRATOR will send letters via U.S. mail to the OUTREACH BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION in keeping with Section 2(A) of this REDRESS PLAN.

v. The SETTLEMENT ADMINISTRATOR will send additional emails and letters via U.S. mail to OUTREACH BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION in keeping with Section 2(A) of this REDRESS PLAN.

vi. Within 115 days of the initial communication to an OUTREACH BORROWER in the POTENTIAL UNAUTHORIZED LOAN POPULATION, the SETTLEMENT ADMINISTRATOR will identify to GREENSKY which OUTREACH BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION have responded and will be considered for redress.

vii. Within 60 days of notification that an OUTREACH BORROWER in the POTENTIAL UNAUTHORIZED LOAN POPULATION will be considered for redress as a POTENTIAL AFFECTED BORROWER in the POTENTIAL UNAUTHORIZED LOAN POPULATION, GREENSKY will provide to the SETTLEMENT ADMINISTRATOR evidence of authorization (or notice that GREENSKY does not intend to provide such evidence).

viii. Within 30 days of receiving evidence refuting the claim of a POTENTIAL AFFECTED BORROWER in the POTENTIAL UNAUTHORIZED LOAN POPULATION, if any, the SETTLEMENT ADMINISTRATOR will determine which POTENTIAL AFFECTED BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION are AFFECTED BORROWERs and so notify GREENSKY.

ix. GREENSKY may, within two weeks of receiving the SETTLEMENT ADMINISTRATOR's decision that a POTENTIAL AFFECTED BORROWER in the POTENTIAL UNAUTHORIZED LOAN POPULATION is an AFFECTED BORROWER, provide the SETTLEMENT ADMINISTRATOR with additional evidence relevant to the SETTLEMENT ADMINISTRATOR's determination.

x. If GREENSKY provides additional evidence, the SETTLEMENT ADMINISTRATOR, within 10 days, will contact the POTENTIAL AFFECTED BORROWER by both U.S. mail and email to ask if the BORROWER would like to submit a response and/or further evidence within 45 days. An exemplar of that U.S. mail letter communication is attached as Exhibit 5. An exemplar of that email communication is attached as Exhibit 6. The SETTLEMENT ADMINISTRATOR has the authority to extend the deadline for the BORROWER to provide further evidence in the SETTLEMENT ADMINISTRATOR's discretion if the BORROWER explains to the SETTLEMENT ADMINISTRATOR that he or she will need more than 45 days to provide further evidence. After receiving all evidence, the SETTLEMENT ADMINISTRATOR will make a final decision within two weeks of receipt of the additional evidence as to whether a POTENTIAL AFFECTED BORROWER in the POTENTIAL UNAUTHORIZED LOAN POPULATION is an AFFECTED BORROWER.

xi. After the SETTLEMENT ADMINISTRATOR notifies GREENSKY of its final decision as to whether a POTENTIAL AFFECTED BORROWER in the POTENTIAL UNAUTHORIZED LOAN POPULATION is an AFFECTED BORROWER, GREENSKY will review the decision and object within two weeks if GREENSKY determines that the decision is not appropriate under this Assurance and the REDRESS PLAN. Within two weeks of receiving such an objection, the

SETTLEMENT ADMINISTRATOR and GREENSKY will confer regarding the objection. Within seven days of conferring with GREENSKY regarding any objection, the SETTLEMENT ADMINISTRATOR will either confirm or revise its final decision as to whether a POTENTIAL AFFECTED BORROWER in the POTENTIAL UNAUTHORIZED LOAN POPULATION is an AFFECTED BORROWER.

C. Potential Merchant Complaint Population

i. Within eight weeks of the EFFECTIVE DATE, GREENSKY will provide to the SETTLEMENT ADMINISTRATOR the list of BORROWERs in the POTENTIAL MERCHANT COMPLAINT POPULATION to receive the outreach described in Section 9(C)(v), subject to the refinements described in Section 2(C). These BORROWERs are OUTREACH BORROWERs.

ii. Within two weeks of obtaining the foregoing list, the SETTLEMENT ADMINISTRATOR will seek to verify physical and email addresses of the OUTREACH BORROWERs in the POTENTIAL MERCHANT COMPLAINT POPULATION.

iii. Within 30 days of obtaining the foregoing list, the SETTLEMENT ADMINISTRATOR will send emails to the OUTREACH BORROWERs in the POTENTIAL MERCHANT COMPLAINT POPULATION in keeping with Section 2(A) of this REDRESS PLAN.

iv. Within 40 days of obtaining the foregoing list, the SETTLEMENT ADMINISTRATOR will send letters via U.S. mail to the OUTREACH BORROWERs in the POTENTIAL MERCHANT COMPLAINT POPULATION in keeping with Section 2(A) of this REDRESS PLAN.

v. The SETTLEMENT ADMINISTRATOR will send additional emails and letters via U.S. mail to OUTREACH BORROWERs in the POTENTIAL MERCHANT COMPLAINT POPULATION in keeping with Section 2(A) of this REDRESS PLAN.

vi. Within 115 days of the initial communication to an OUTREACH BORROWER in the POTENTIAL MERCHANT COMPLAINT POPULATION, the SETTLEMENT ADMINISTRATOR will identify to GREENSKY which OUTREACH BORROWERs in the POTENTIAL MERCHANT COMPLAINT POPULATION have responded and will be considered for redress, and the claims asserted.

vii. Within 90 days of notification that an OUTREACH BORROWER in the POTENTIAL MERCHANT COMPLAINT POPULATION will be considered for redress as a POTENTIAL AFFECTED BORROWER in the POTENTIAL MERCHANT COMPLAINT POPULATION, GREENSKY will provide to the SETTLEMENT ADMINISTRATOR any evidence refuting the claim of a POTENTIAL AFFECTED BORROWER in the POTENTIAL MERCHANT

COMPLAINT POPULATION, which may include, but is not limited to, evidence of cash or credit redress previously provided to the BORROWER, and/or evidence of redelivery, reperformance, or other corrective measures taken by the GREENSKY PROGRAM MERCHANT (or notice that GREENSKY does not intend to provide such evidence).

viii. Within 30 days of receiving evidence refuting the claim of a POTENTIAL AFFECTED BORROWER in the POTENTIAL MERCHANT COMPLAINT POPULATION, if any, the SETTLEMENT ADMINISTRATOR will determine whether the POTENTIAL AFFECTED BORROWER in the POTENTIAL MERCHANT COMPLAINT POPULATION is an AFFECTED BORROWER and so notify GREENSKY.

ix. GREENSKY may, within two weeks of receiving the SETTLEMENT ADMINISTRATOR's decision that a POTENTIAL AFFECTED BORROWER in the POTENTIAL MERCHANT COMPLAINT POPULATION is an AFFECTED BORROWER, provide the SETTLEMENT ADMINISTRATOR with additional evidence relevant to the SETTLEMENT ADMINISTRATOR's determination.

x. If GREENSKY provides additional evidence, the SETTLEMENT ADMINISTRATOR, within 10 days, will contact the POTENTIAL AFFECTED BORROWER by both U.S. mail and email to ask if the BORROWER would like to submit a response and/or further evidence within 45 days. An exemplar of that U.S. mail letter communication is attached as Exhibit 5. An exemplar of that email communication is attached as Exhibit 6. The SETTLEMENT ADMINISTRATOR has the authority to extend the deadline for the BORROWER to provide further evidence in the SETTLEMENT ADMINISTRATOR's discretion if the BORROWER explains to the SETTLEMENT ADMINISTRATOR that he or she will need more than 45 days to provide further evidence. After receiving all evidence, the SETTLEMENT ADMINISTRATOR will make a final decision within two weeks of receipt of the additional evidence as to whether a POTENTIAL AFFECTED BORROWER in the POTENTIAL MERCHANT COMPLAINT POPULATION is an AFFECTED BORROWER.

xi. After the SETTLEMENT ADMINISTRATOR notifies GREENSKY of its final decision as to whether a POTENTIAL AFFECTED BORROWER in the POTENTIAL MERCHANT COMPLAINT POPULATION is an AFFECTED BORROWER, GREENSKY will review the decision and object within two weeks if GREENSKY determines that the decision is not appropriate under this Assurance and the REDRESS PLAN. Within two weeks of receiving such an objection, the SETTLEMENT ADMINISTRATOR and GREENSKY will confer regarding the objection. Within seven days of conferring with GREENSKY regarding any objection, the SETTLEMENT ADMINISTRATOR will either confirm or revise its final decision as to whether a POTENTIAL AFFECTED BORROWER in the POTENTIAL MERCHANT COMPLAINT POPULATION is an AFFECTED BORROWER.

D. Redress Calculation

i. Within 30 days of identifying the complete set of AFFECTED BORROWERs in the UNAUTHORIZED LOAN POPULATION, POTENTIAL UNAUTHORIZED LOAN POPULATION, and POTENTIAL MERCHANT COMPLAINT POPULATION, the SETTLEMENT ADMINISTRATOR will calculate the applicable CASH REDRESS and CREDIT REDRESS for each AFFECTED BORROWER in the UNAUTHORIZED LOAN POPULATION, POTENTIAL UNAUTHORIZED LOAN POPULATION, and POTENTIAL MERCHANT COMPLAINT POPULATION, and notify GREENSKY of those calculations.

ii. After the SETTLEMENT ADMINISTRATOR notifies GREENSKY of its CASH REDRESS and CREDIT REDRESS calculations, GREENSKY will review the calculations and object within two weeks if GREENSKY determines that the calculations are not appropriate under the Assurance and the REDRESS PLAN.

iii. If GREENSKY objects to the CASH REDRESS or CREDIT REDRESS calculations, within two weeks of receiving such objections, the SETTLEMENT ADMINISTRATOR and GREENSKY will confer regarding the objections.

iv. Within seven days of conferring with GREENSKY regarding any objections, to the extent necessary, the SETTLEMENT ADMINISTRATOR will, if necessary, calculate *pro rata* reductions for CASH REDRESS and CREDIT REDRESS for all AFFECTED BORROWERS and notify GREENSKY of those calculations.

v. Within 30 days of the completion of GREENSKY's review of the SETTLEMENT ADMINISTRATOR's work, the SETTLEMENT ADMINISTRATOR shall mail each AFFECTED BORROWER who is owed redress a REDRESS NOTIFICATION LETTER explaining that redress is being provided, which will include, as applicable, the amount of CASH REDRESS and/or a description of the CREDIT REDRESS. An exemplar of the REDRESS NOTIFICATION LETTER is attached as Exhibit 7. This mailing may also include a redress check, as applicable. The SETTLEMENT ADMINISTRATOR will also instruct GREENSKY on the CREDIT REDRESS to be provided.

8. SETTLEMENT ADMINISTRATOR REPORTING

The SETTLEMENT ADMINISTRATOR will report every two weeks to GREENSKY on its work to date, including metrics on its review and its progress towards meeting the timelines set forth above, and any issues relating to evidence GREENSKY has provided or other information required for its work. These reports will include its findings to date regarding BORROWER entitlement to CASH REDRESS and CREDIT REDRESS. The ATTORNEYS GENERAL may obtain these reports and communications upon request. All such requests from an ATTORNEY GENERAL must be submitted to GREENSKY. Should, upon its review, GREENSKY reasonably believe that legal requirements applicable to the ATTORNEY GENERAL would require redaction or anonymization of the reports and/or communications, GREENSKY shall provide to the ATTORNEY GENERAL specific legal authority for redaction

and/or anonymization that would be applicable to the ATTORNEY GENERAL. If the ATTORNEY GENERAL agrees that information should be redacted or anonymized, the SETTLEMENT ADMINISTRATOR shall provide the requested reports and communications to the ATTORNEY GENERAL in redacted and/or anonymized form. Otherwise, the SETTLEMENT ADMINISTRATOR shall provide all requested reports and communications to the ATTORNEY GENERAL in their original form.

9. BORROWER POPULATIONS ELIGIBLE TO RECEIVE REDRESS

The AFFECTED BORROWERs eligible to receive restitution under the Assurance are defined as follows:

A. Unauthorized Loan Population

i. The population of BORROWERs to be considered for redress under this category (POTENTIAL AFFECTED BORROWERs in the UNAUTHORIZED LOAN POPULATION) includes any individual who meets all of the following criteria:

   a. The BORROWER received a loan through a GREENSKY PROGRAM during the RELEVANT TIME PERIOD; and

   b. The BORROWER submitted a COMPLAINT in one of the categories laid out in section 9(A)(iii) below to GREENSKY during the RELEVANT TIME PERIOD.

ii. The population of BORROWERs eligible to receive redress under this category (the UNAUTHORIZED LOAN POPULATION AFFECTED BORROWERs) includes any individual who meets all of the following criteria:

   a. The BORROWER is a POTENTIAL AFFECTED BORROWER in the UNAUTHORIZED LOAN POPULATION; and

   b. The SETTLEMENT ADMINISTRATOR, after considering all of the evidence provided by the POTENTIAL AFFECTED BORROWER in the UNAUTHORIZED LOAN POPULATION and GREENSKY, determines, using a preponderance of the evidence standard, that the POTENTIAL AFFECTED BORROWER in the UNAUTHORIZED LOAN POPULATION received an unauthorized loan.

iii. For purposes of determining the UNAUTHORIZED LOAN POPULATION AFFECTED BORROWERs, the SETTLEMENT ADMINISTRATOR shall review all COMPLAINTs contained within GREENSKY's COMPLAINT MANAGEMENT SYSTEM that were assigned one or more of the following categories and/or subcategories of COMPLAINT codes during the RELEVANT TIME PERIOD:

a. Did Not Authorize Loan
b. Did Not Authorized Loan/Terms: Did Not Authorize Loan
c. DNA (or Did Not Authorize Loan)
d. Loans: Did Not Authorize Loan
e. Loans: Did Not Authorize Loan Application
f. Other Merchant Issues: Did Not Authorize Loan
g. Transaction Issues – Consumer Inbound: Did Not Authorize Loan
h. Regulatory: Did Not Authorize Application – No Tran[saction]
i. Did Not Authorize Application – No tran

iv. The SETTLEMENT ADMINISTRATOR shall review GREENSKY's COMPLAINT coding to ensure that the list identified in Section 9(A)(iii) includes all appropriate COMPLAINT codes. Any additional COMPLAINT CODES identified by the SETTLEMENT ADMINISTRATOR shall be incorporated into the review outlined in this REDRESS PLAN.

v. A POTENTIAL AFFECTED BORROWER received an unauthorized loan and redress shall be provided to POTENTIAL AFFECTED BORROWERs that fall within the UNAUTHORIZED LOAN POPULATION unless GREENSKY provides the SETTLEMENT ADMINISTRATOR with one or more of the following forms of evidence of loan authorization:

a. BORROWER's loan application, loan application information form, or loan agreement with evidence of the BORROWER's physical or electronic signature;

b. An audio recording of a telephone call with the BORROWER in which the BORROWER acknowledges that he or she submitted a loan application to GREENSKY for financing, authorized submission of a loan application by a GREENSKY PROGRAM MERCHANT, or confirmed that he or she wished to keep the GREENSKY PROGRAM loan;

c. An email or other written or electronic communication from the BORROWER in which the BORROWER acknowledged that he or she submitted a loan application for financing to GREENSKY, authorized submission of a loan application by a GREENSKY PROGRAM MERCHANT, or confirmed he or she wished to keep the GREENSKY PROGRAM loan, which, for loans originated after July 12, 2021, may include evidence of completion of an activation process by the BORROWER that includes an acknowledgment of receipt of the loan agreement and that the BORROWER is activating their account to make payments to their GREENSKY PROGRAM MERCHANT;

d. GREENSKY's "Borrower Payment Certificate," signed (physically or electronically) by the BORROWER, indicating he or she agreed to the GREENSKY PROGRAM loan;

e. GREENSKY's "Limited Transaction Authorization Form," signed (physically or electronically) by the BORROWER, indicating he or she authorized payments from the GREENSKY PROGRAM loan to a GREENSKY PROGRAM MERCHANT; or

f. A BORROWER's written or text response to an email or mobile messaging technology (such as SMS) alert from GREENSKY authorizing or acknowledging a loan transaction.

vi. GREENSKY may also provide the SETTLEMENT ADMINISTRATOR with evidence that the BORROWER: (i) signed an agreement with the GREENSKY PROGRAM MERCHANT for GOODs or SERVICEs, and (ii) applied for financing as part of that agreement.[4] In such instances, the SETTLEMENT ADMINISTRATOR must take the general steps outlined in Section 2(A) to contact the POTENTIAL AFFECTED BORROWER to: (i) determine whether the GREENSKY PROGRAM MERCHANT provided the GOODs or SERVICEs; (ii) determine how the POTENTIAL AFFECTED BORROWER paid for such goods or services; and (iii) invite the POTENTIAL AFFECTED BORROWER to submit any relevant evidence for the SETTLEMENT ADMINISTRATOR's consideration.

vii. If GREENSKY provides any one of the forms of evidence described above, the SETTLEMENT ADMINISTRATOR must treat that evidence as conclusive evidence that the loan was authorized unless there are any indicia of forgery, as described in Section 3(B).

viii. If GREENSKY is unable to provide the SETTLEMENT ADMINISTRATOR with evidence of authorization that meets the parameters set forth in Sub-Sections v – vii (above), the POTENTIAL AFFECTED BORROWER shall be deemed to have received an unauthorized loan and shall receive redress under this REDRESS PLAN.

B. Potential Unauthorized Loan Population

i. The population of BORROWERs to be considered for redress under this category (POTENTIAL AFFECTED BORROWERS in the POTENTIAL

[4] Such evidence may not include: (1) GREENSKY's customer representative notes stating that the BORROWER has authorized the loan; (2) a writing from a GREENSKY PROGRAM MERCHANT or GREENSKY's own notes regarding communications with a GREENSKY PROGRAM MERCHANT where the GREENSKY PROGRAM MERCHANT states the BORROWER authorized the loan or transaction; or (3) a transaction ledger or payment history for the loan.

UNAUTHORIZED LOAN POPULATION) includes any individual who meets all of the following criteria:

a. The BORROWER received a loan through a GREENSKY PROGRAM during the RELEVANT TIME PERIOD;

b. The BORROWER falls into one of the three categories outlined in Sections 9(B)(iii) – (v) (below); and

c. The SETTLEMENT ADMINISTRATOR receives a CLAIM FORM from the BORROWER in response to outreach from the SETTLEMENT ADMINISTRATOR, as described in Sections 9(B)(iii)(c), 9(B)(iv)(b), and 9(B)(v)(b) (below) of this REDRESS PLAN.

ii. The population of BORROWERs eligible to receive redress under this category (the POTENTIAL UNAUTHORIZED LOAN POPULATION AFFECTED BORROWERs) means any individual who meets all of the following criteria:

a. The BORROWER is a POTENTIAL AFFECTED BORROWER in the POTENTIAL UNAUTHORIZED LOAN POPULATION; and

b. The SETTLEMENT ADMINISTRATOR, after considering all of the evidence provided by a BORROWER and GREENSKY, determines, using a preponderance of the evidence standard, that the BORROWER received an unauthorized loan.

iii. **Unauthorized Transaction Complaints.**

a. GREENSKY shall provide to the SETTLEMENT ADMINISTRATOR all COMPLAINTs contained within GREENSKY's COMPLAINT MANAGEMENT SYSTEM that were assigned one or more of the following categories and/or subcategories of COMPLAINT codes during the RELEVANT TIME PERIOD:

1. Did Not Authorize Transaction
2. Consumer Cancelled Job
3. Duplicate Charge
4. Incorrect Charge Amount
5. Job Incomplete
6. Punch List Incomplete
7. Transaction Timing/Amount Disputed
8. Other Merchant Issues
9. Transacted Too Much
10. Transaction After Cancellation
11. Transaction Fraud

12. Pay by Other Means

b. The SETTLEMENT ADMINISTRATOR shall review GREENSKY's COMPLAINT coding to ensure that the list identified in Section 9(B)(iii)(a) includes all appropriate COMPLAINT codes. Any additional COMPLAINT CODES identified by the SETTLEMENT ADMINISTRATOR shall be incorporated into the review outlined in this REDRESS PLAN.

c. The SETTLEMENT ADMINISTRATOR shall send CLAIM FORMs to BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION whose COMPLAINTs were assigned any of the relevant COMPLAINT codes listed in Section 9(B)(iii)(a) during the RELEVANT TIME PERIOD to invite them to submit a CLAIM FORM if their COMPLAINT was not resolved satisfactorily and was related to loan authorization. The SETTLEMENT ADMINISTRATOR will follow the procedures for soliciting a CLAIM FORM described in Section 2 above. A COMPLAINT that relates to a specific TRANSACTION and that does not contest the existence or validity of a loan shall not be considered for redress under this section.

iv. **Automated Credit Dispute Verification Complaints.**

a. GREENSKY shall provide to the SETTLEMENT ADMINISTRATOR the indirect disputes or COMPLAINTs submitted to GREENSKY through Automated Credit Dispute Verification ("ACDV") forms used by credit reporting agencies to communicate BORROWER disputes ("ACDV DISPUTE CODES") for BORROWERs listed on an ACDV form during the RELEVANT TIME PERIOD with the following ACDV DISPUTE CODES:

1. Not his/hers
2. Belongs to another individual with the same/similar name
3. Not liable for account (i.e., ex-spouse, business)
4. Claims true identity fraud/account fraudulently opened
5. Claims account take-over, fraudulent charges made on account

b. The SETTLEMENT ADMINISTRATOR shall send CLAIM FORMs to BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION identified through the ACDV DISPUTE CODES to invite them to submit a CLAIM FORM related to an unauthorized loan (to the extent the BORROWER has not already submitted a COMPLAINT to GREENSKY and is not included in Section 9(B)(iii) above). The SETTLEMENT ADMINISTRATOR will follow the procedures for soliciting a CLAIM FORM described in Section 2 above.

v. **Loan Application With Merchant's Address.**

a. GREENSKY shall provide to the SETTLEMENT ADMINISTRATOR all loan applications of BORROWERs during the RELEVANT TIME PERIOD whose address on a loan application was the same as the BORROWER's GREENSKY PROGRAM MERCHANT's address on file at GREENSKY at the time of the BORROWER's application.

b. The SETTLEMENT ADMINISTRATOR shall send CLAIM FORMs to these BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION described in Section 9(B)(v)(a) to invite them to submit a CLAIM FORM related to their loan (to the extent the BORROWER has not already submitted a COMPLAINT to GREENSKY and is not included in Section 9(B)(iii) above). The SETTLEMENT ADMINISTRATOR will follow the procedures for soliciting a CLAIM FORM described in Section 2 above.

vi. POTENTIAL AFFECTED BORROWERs in the POTENTIAL UNAUTHORIZED LOAN POPULATION will receive the same redress review as UNAUTHORIZED LOAN POPULATION POTENTIAL AFFECTED BORROWERS, set forth in Sections 9(A)(v) – (viii), above.

C. Potential Merchant Complaint Population

i. The population of BORROWERs to be considered for redress under this category (POTENTIAL AFFECTED BORROWERS in the POTENTIAL MERCHANT COMPLAINT POPULATION) includes any individual who meets all of the following criteria:

a. The BORROWER received a loan through a GREENSKY PROGRAM during the RELEVANT TIME PERIOD.

b. The loan was associated with a GREENSKY PROGRAM MERCHANT listed in Section 9(C)(v), below.

c. There were one or more transactions on the loan.

d. The BORROWER submitted a COMPLAINT in one of the categories listed in Section 9(C)(iv) to GREENSKY during the RELEVANT TIME PERIOD associated with his or her GREENSKY PROGRAM loan associated with a GREENSKY PROGRAM MERCHANT listed in Section 9(C)(v), below (including, for the avoidance of doubt, any such COMPLAINT submitted by a BORROWER to an ATTORNEY GENERAL during the RELEVANT TIME PERIOD that the applicable ATTORNEY GENERAL previously communicated to GREENSKY).

e. The SETTLEMENT ADMINISTRATOR receives a CLAIM FORM from the BORROWER in response to outreach from the SETTLEMENT ADMINISTRATOR, as described in Section 9(C)(vi), below.

f. The COMPLAINT is not already being assessed in connection with Sections 9(A) or 9(B) of this REDRESS PLAN.

ii. If a COMPLAINT falls within Section 9(C) and either Section 9(A) or Section 9(B), it will be considered according to the provisions of either Section 9(A) or Section 9(B) as applicable, except that if a COMPLAINT initially falls within both Section 9(B)(iii) and Section 9(C) and the SETTLEMENT ADMINISTRATOR determines that the COMPLAINT was not related to loan authorization, the COMPLAINT will be considered according to the provisions of Section 9(C).

iii. The population of BORROWERs eligible to receive redress under this category (the MERCHANT COMPLAINT POPULATION AFFECTED BORROWERs) means any individual who meets all of the following criteria:

a. The BORROWER is a POTENTIAL AFFECTED BORROWER in the POTENTIAL MERCHANT COMPLAINT POPULATION; and

b. THE SETTLEMENT ADMINISTRATOR, after considering all of the evidence provided by a BORROWER and GREENSKY, determines pursuant to Section 9(C)(vi) (below) that the BORROWER is entitled to receive redress.

iv. GREENSKY shall provide to the SETTLEMENT ADMINISTRATOR all COMPLAINTs contained within GREENSKY's COMPLAINT MANAGEMENT SYSTEM that (a) were related to the actions or omissions of one of the GREENSKY PROGRAM MERCHANTS listed in Section 9(C)(v), (b) were assigned one or more of the following categories and/or subcategories of COMPLAINT codes during the RELEVANT TIME PERIOD, and (c) were associated with BORROWERS that meet the criteria listed in Sections 9(C)(i)(a) through 9(C)(i)(c), above:

1. Accounting/ Electronic Transfer Funds: Lump Sum Payment Reversals
2. Adjustment: Close Account
3. Adjustment: Waive Late Fee
4. Correspondence: Never Received Loan Docs
5. Correspondence: Never Received Statement
6. Credit Reporting: Credit Reporting
7. Customer Service (Merchant): Communication Issues
8. Customer Service (Merchant): Left A Mess
9. Customer Service (Merchant): Unprofessional

10. Customer Service: Additional Damage
11. Customer Service: Service Call
12. Dispute: Did Not Process Credit
13. Dispute: Quality of Service - Request Refund
14. Employee Consultation: Missing Statement
15. GreenSky Policy: Declined Transaction
16. GreenSky Policy: Failed/Refused Verification or Unauthorized Caller
17. GreenSky Policy: Not Approved for Requested Limit
18. GreenSky Policy: Promotion Extension
19. GreenSky Policy: Purchasing Window Extension
20. Inability To Enter Contract: Inability To Enter Contract
21. Loan Terms: Account Activation Fee
22. Loan Terms: Statement is Confusing
23. Merchant Issues: Issue with merchant outside contract
24. Merchant Issues: Issue with Merchant outside of contract
25. Merchant Issues: Issues with Merchant Outside of Contract
26. Merchant Issues: Refund
27. Merchant Issues: Refund not processed
28. Merchant Issues: Service Call
29. Merchant Issues: Unprofessional merchant behavior
30. Misapplied Payment/Pay ahead: Misapplied Payment/Pay ahead
31. Other
32. Project Issues: Consumer Cancelled Job
33. Project Issues: Project Quality/Punch List
34. Project/Product: Didn't Receive All Goods and Services as Agreed
35. Project/Product: Has Not Started Service
36. Project/Product: Poor Quality or Goods/Services
37. Project/Product: Project Incomplete
38. Project/Product: Project Incomplete - Refusal to Pay
39. Project/Product: Project Taking Too Long
40. Project/Product: Quality of Goods/Services
41. Sales Practice: Deceptive about Contract
42. Sales Practice: Deceptive about Credit Products
43. Sales Practice: Deceptive Sales Practices
44. Sales Practice: Lien Placed on Customer's Home
45. Sales Practice: Not Allowed to Cancel
46. Sales Practice: Pressure Sales
47. Sales Practice: Pressured Sales
48. Sales Practice: Tax Rebate
49. Sales Practice: Unauthorized Split Plan
50. Sales Practice: Verbal Promises
51. Self-Serve Capabilities: Auto-pay setup
52. Self-Serve Capabilities: Difficult to make a payment

53. Self-Serve Capabilities: No Online Access
54. Transaction Dispute: Cancellation Fee
55. Transaction Dispute: Did Not Process Credit
56. Transaction Dispute: Did Not receive Goods/Services as Agreed
57. Transaction Dispute: Quality of Service - Request Refund
58. Transaction Issues - Consumer Inbound: Project complete/Pending Third Party
59. Transaction Issues - Consumer Inbound: Project not complete
60. Transactions: Cancellation Fee
61. Transactions: Refund Not Processed/Credit Not Applied Yet

v. For purposes of determining the MERCHANT COMPLAINT POPULATION AFFECTED BORROWERs, the SETTLEMENT ADMINISTRATOR shall send CLAIM FORMs to BORROWERs meeting all of the criteria in Sections 9(C)(i)(a) – 9(C)(i)(d) from whom GREENSKY received a COMPLAINT during the RELEVANT TIME PERIOD as reflected in GREENSKY's COMPLAINT MANAGEMENT SYSTEM that are associated with loans associated with one of the GREENSKY PROGRAM MERCHANTs listed below (the POTENTIAL MERCHANT COMPLAINT POPULATION). The SETTLEMENT ADMINISTRATOR shall invite these BORROWERs to submit a CLAIM FORM if they believe their COMPLAINT was not previously resolved satisfactorily. The SETTLEMENT ADMINISTRATOR will follow the procedures for soliciting a CLAIM FORM described in Section 2 above.

    a. Daybreak Solar
    b. Florida Window and Door
    c. Help Your Diabetes Grapevine TX / JTT Health Management
    d. New Sun Energies
    e. Trusii

vi. For purposes of determining the MERCHANT COMPLAINT POPULATION AFFECTED BORROWERs, THE SETTLEMENT ADMINISTRATOR shall review the COMPLAINTs associated with the BORROWERs who submit CLAIM FORMs in response to the processes described in Section 9(C)(v).

    a. The SETTLEMENT ADMINISTRATOR, after considering all of the evidence provided by a BORROWER and GREENSKY, shall determine, using a preponderance of the evidence standard, whether the COMPLAINTS were previously resolved appropriately, and whether the BORROWER is entitled to any redress. In furtherance of such determination, GREENSKY shall provide the SETTLEMENT ADMINISTRATOR with the GREENSKY PROGRAM's current complaint resolution standards applicable to the relevant COMPLAINTS and reasonably consult with the SETTLEMENT ADMINISTRATOR related to the

application of those standards. As part of its determination, the SETTLEMENT ADMINISTRATOR shall consider cash or credit redress previously provided to the BORROWER and redelivery, reperformance, or other corrective measures taken by the GREENSKY PROGRAM MERCHANT.

b. With respect to unauthorized transaction complaints, a TRANSACTION will be determined to be authorized if the SETTLEMENT ADMINISTRATOR determines, based on the evidence provided by the BORROWER and GREENSKY, that it is reasonably clear that the BORROWER intended to approve, authorize, and/or agree to the TRANSACTION that is the subject of the COMPLAINT, such as if there is:

1. An audio recording of a telephone call with the BORROWER in which the BORROWER acknowledges that he or she authorized the TRANSACTION, or confirmed that he or she wished to authorize the TRANSACTION;

2. An email or other written or electronic communication from the BORROWER in which the BORROWER acknowledged that he or she authorized the TRANSACTION, or confirmed that he or she wished to authorize the TRANSACTION;

3. A "Borrower Payment Certificate" or similar document signed (physically or electronically) by the BORROWER, indicating he or she authorized the TRANSACTION;

4. GREENSKY's "Limited Transaction Authorization Form," signed (physically or electronically) by the BORROWER, indicating he or she authorized the TRANSACTION;

5. Evidence of completion of an activation process by the BORROWER that includes an acknowledgment of receipt of the loan agreement and that the BORROWER is activating their account to make payments to their GREENSKY PROGRAM MERCHANT; or

6. A BORROWER's written or text response to an email or mobile messaging technology (such as SMS) alert from GREENSKY authorizing or acknowledging the TRANSACTION.

vii. Redress shall be provided to POTENTIAL AFFECTED BORROWERs that fall within the POTENTIAL MERCHANT COMPLAINT POPULATION and for whom THE SETTLEMENT ADMINISTRATOR determines that their COMPLAINTs were not resolved appropriately, as described in Section 9(C)(vi) (the MERCHANT COMPLAINT POPULATION AFFECTED

BORROWERs). The SETTLEMENT ADMINISTRATOR shall determine the redress to which the MERCHANT COMPLAINT POPULATION AFFECTED BORROWERs are entitled in accordance with this REDRESS PLAN.

viii. Complaints Submitted to ATTORNEYS GENERAL.

a. Within 10 days after the EFFECTIVE DATE, the ATTORNEYS GENERAL shall provide to GREENSKY all COMPLAINTs concerning the GREENSKY PROGRAM MERCHANTs listed in Section 9(C)(v) that were made to the ATTORNEYS GENERAL during the RELEVANT TIME PERIOD, that are associated with loans associated with a GREENSKY PROGRAM loan, and that were previously communicated by an ATTORNEY GENERAL to GREENSKY.

b. Within four weeks of receiving the COMPLAINTs from the ATTORNEYS GENERAL, GREENSKY shall review the COMPLAINTs to confirm that the COMPLAINTs are associated with GREENSKY PROGRAM loans associated with a GREENSKY PROGRAM MERCHANT listed in Section 9(C)(v), were previously communicated by an ATTORNEY GENERAL to GREENSKY, and that there were one or more transactions on each associated loan.

c. GREENSKY shall then confirm that all COMPLAINTs that were previously received from the ATTORNEYS GENERAL that meet all of the criteria in Sections 9(C)(i)(a) – 9(C)(i)(d) and were assigned one or more of the categories and/or subcategories of COMPLAINT codes listed in Section 9(C)(iv) are provided to the SETTLEMENT ADMINISTRATOR.

EXHIBITS 1-7 TO REDRESS PLAN

Exhibit 1 – Initial Email Communications

Exhibit 2 – Initial U.S. Mail Letter Communications

Exhibit 3 – Third Attempt Email Communications

Exhibit 4 – Fourth Attempt U.S. Mail Letter Communications

Exhibit 5 – Additional Evidence U.S. Mail Letter Communications

Exhibit 6 – Additional Evidence Email Communications

Exhibit 7 – Affected Borrower Redress Notification Letter

EXHIBIT 1

Redress Plan 2(A)(ii)
Email Communication

To: [Email Address]

From: [GreenSky Program Settlement Administrator]

Subject: Important Information About GreenSky® Program Loan Settlement

The Attorneys General of Alabama, Alaska, the District of Columbia, Florida, Georgia, and Texas (collectively, the "Attorneys General") have reached a settlement with GreenSky, LLC ("GreenSky") regarding certain loan origination practices of the GreenSky® Program ("Program") and certain merchants that have participated in the Program. You may be eligible for loan reduction, loan cancellation, and/or refund of prior loan payments ("compensation" or "redress") as part of a settlement between GreenSky and the Attorneys General.

GreenSky® Account Ending: [Last 4 of GreenSky Account #]

GreenSky Settlement Claimant ID #: ####

Our research indicates that you submitted a complaint associated with your GreenSky® Account ending [Last 4 of GreenSky Account #] in your name(s).

If you wish to be considered for compensation as part of this settlement you must respond to Guideline Group, Inc. ("Guideline"), an Independent Third-Party Settlement Administrator, no later than **[End Date for Submissions]**.

To determine your potential eligibility for compensation as part of this settlement, we need you to respond to us, as described below, and let us know:

- Did [Merchant] provide the goods and/or services as described in your agreement with the aforementioned merchant?
- How did you pay for the goods and/or services?

Guideline invites you to submit any relevant evidence that you would like Guideline to consider regarding your authorization to finance the goods and/or services, [Merchant's] delivery and/or completion of the contracted goods and/or services, or payments for the goods and/or services.

Please have your Claimant ID # ready and respond to Guideline through its secure website located at:

www.greenskyprogramsettlement@[settlement admin url].com

You may also respond by mail. Regretfully, we cannot accept email responses. **Please do not reply to this email.**

Mail responses must include your Claimant ID # (found above) and state whether or not you received the goods and/or services from [Merchant] and how those goods and/or services were paid for, and you may also include any other, relevant information related to this GreenSky® Account you'd like for us to consider. Mail responses should be sent to:

Redress Plan 2(A)(ii)
Email Communication

GreenSky® Program Settlement Administrator
c/o Guideline Group, Inc.
[SA Address]

[SA Address]
[SA City, State Zip]

You may also respond by phone by contacting us, toll-free, at: 1-###-###-####. Please ensure that you have your Claimant ID # (found above) and other, relevant information regarding your GreenSky® Account available to enable us to identify you, such as loan number(s), address(es), loan application/transaction date(s), merchant name(s), etc.

You must respond to Guideline using your Claimant ID # by **[End Date for Submissions]** for further consideration for compensation as part of this settlement.

Guideline will notify respondents that qualify for redress by U.S. Mail.

Please note that you may receive similar mail and/or email communications related to this settlement and that you will only be eligible for one claim associated with your loan. If you have already responded to a different communication, thank you for your prior response and please disregard this message.

Sincerely yours,

EXHIBIT 2

Redress Plan 2(A)(ii)
Mail Communication

[Date]

GreenSky® Program Settlement Administrator
c/o Guideline Group, Inc.
[SA Address]
[SA Address]
[SA City, State Zip]

[Outreach Borrower Name 1]
[Outreach Borrower Name 2]
[OB Address]
[OB Address]
[OB City, State Zip]

GreenSky® Account Ending: [Last 4 of GreenSky Account #]

GreenSky Settlement Claimant ID #: ####

Dear [OB #1] [and OB #2]:

The Attorneys General of Alabama, Alaska, the District of Columbia, Florida, Georgia, and Texas (collectively, the "Attorneys General") have reached a settlement with GreenSky, LLC ("GreenSky") regarding certain loan origination practices of the GreenSky® Program ("Program") and certain merchants that have participated in the Program. You may be eligible for loan reduction, loan cancellation, and/or refund of prior loan payments ("compensation" or "redress") as part of a settlement between GreenSky and the Attorneys General.

Our research indicates that you submitted a complaint associated with your GreenSky® Account ending [Last 4 of GreenSky Account #] in your name(s).

If you wish to be considered for compensation as part of this settlement you must respond to Guideline Group, Inc. ("Guideline"), an Independent Third-Party Settlement Administrator, no later than **[End Date for Submissions]**. GreenSky will not require you to waive any rights if you are eligible for redress from this settlement.

To determine your potential eligibility for compensation as part of this settlement we need you to respond to us, as described below, and let us know:

- Did [Merchant] provide the goods and/or services as described in your agreement with the aforementioned merchant?
- How did you pay for the goods and/or services?

Guideline invites you to submit any relevant evidence that you would like Guideline to consider regarding your authorization to finance the goods and/or services, [Merchant's] delivery and/or completion of the contracted goods and/or services, or payments for the goods and/or services.

Please have your Claimant ID # ready and respond to Guideline through its secure website located at:

www.greenskyprogramsettlement@[settlement admin url].com

Redress Plan 2(A)(ii)
Mail Communication

You may also respond by mail. Regretfully, we cannot accept email responses.

Mail responses must include your Claimant ID # (found above) and state whether or not you received the goods and/or services from [Merchant] and how those goods and/or services were paid for, and you may also include any other, relevant information related to this GreenSky® Account you'd like for us to consider. Mail responses should be sent to:

GreenSky® Program Settlement Administrator
c/o Guideline Group, Inc.
[SA Address]
[SA Address]
[SA City, State Zip]

You may also respond by phone by contacting us, toll-free, at: 1-###-###-####. Please ensure that you have your Claimant ID # (found above, at the beginning of this letter) and other, relevant information regarding your GreenSky® Account available to enable us to identify you, such as loan number(s), address(es), loan application/transaction date(s), merchant name(s), etc.

You must respond to Guideline using your Claimant ID # by **[End Date for Submissions]** for further consideration for compensation as part of this settlement.

Guideline will notify respondents that qualify for redress by U.S. Mail.

Sincerely yours,

EXHIBIT 3

Redress Plan 2(A)(v)
Email Communication

To: [Email Address]

From: [GreenSky Program Settlement Administrator]

Subject: Important Information About GreenSky® Program Loan Settlement

– REMINDER –

You Must Respond for Further Consideration for Compensation Related to the GreenSky® Program Settlement

We've tried reaching you several times regarding your potential eligibility for loan reduction, loan cancellation, and/or refund of prior loan payments as part of a settlement between GreenSky, LLC and the Attorneys General of Alabama, Alaska, the District of Columbia, Florida, Georgia, and Texas.

GreenSky® Account Ending: [Last 4 of GreenSky Account #]

GreenSky Settlement Claimant ID #: ####

If you wish to be considered for compensation as part of this settlement you must respond to Guideline Group, Inc. ("Guideline"), an Independent Third-Party Settlement Administrator, no later than **[End Date for Submissions]**.

To determine your potential eligibility for compensation as part of this settlement (also referred to as "redress") we need you to respond to us, as described below, and let us know:

- Did [Merchant] provide the goods and/or services as described in your agreement with the aforementioned merchant?
- How did you pay for the goods and/or services?

Guideline invites you to submit any relevant evidence that you would like Guideline to consider regarding your authorization to finance the goods and/or services, [Merchant's] delivery and/or completion of the contracted goods and/or services, or payments for the goods and/or services.

If applicable, please follow the response instructions provided in our prior communications by **[End Date for Submissions]**. Please have your Claimant ID # ready and respond to Guideline through its secure website located at:

www.greenskyprogramsettlement@[settlement admin url].com

You may also respond by mail. Regretfully, we cannot accept email responses. **Please do not reply to this email.**

Mail responses must include your Claimant ID # (found above) and state whether or not you received the goods and/or services from [Merchant] and how those goods and/or services were paid for, and you may

Redress Plan 2(A)(v)
Email Communication

also include any other, relevant information related to this GreenSky® Account you'd like for us to consider. Mail responses should be sent to:

GreenSky® Program Settlement Administrator
c/o Guideline Group, Inc.
[SA Address]
[SA Address]
[SA City, State Zip]

You may also respond by phone by contacting us, toll-free, at: 1-###-###-####. Please ensure that you have your Claimant ID # (found above) and other, relevant information regarding your GreenSky® Account available to enable us to identify you, such as loan number(s), address(es), loan application/transaction date(s), merchant name(s), etc.

Please note that you may receive similar mail and/or email communications related to this settlement and that you will only be eligible for one claim associated with your loan. If you have already responded to a different communication, thank you for your prior response and please disregard this message.

Sincerely yours,

EXHIBIT 4

Redress Plan 2(A)(vi)
Mail Communication

[Date]

GreenSky® Program Settlement Administrator
c/o Guideline Group, Inc.
[SA Address]
[SA Address]
[SA City, State Zip]

[Outreach Borrower Name 1]
[Outreach Borrower Name 2]
[OB Address]
[OB Address]
[OB City, State Zip]

GreenSky® Account Ending: [Last 4 of GreenSky Account #]

GreenSky Settlement Claimant ID #: ####

– REMINDER –

You Must Respond for Further Consideration for Compensation Related to the GreenSky® Program Settlement

We've tried reaching you several times regarding your potential eligibility for loan reduction, loan cancellation, and/or refund of prior loan payments as part of a settlement between GreenSky, LLC and the Attorneys General of Alabama, Alaska, the District of Columbia, Florida, Georgia, and Texas.

If you wish to be considered for compensation as part of this settlement you must respond to Guideline Group, Inc. ("Guideline"), an Independent Third-Party Settlement Administrator, no later than **[End Date for Submissions]**.

To determine your potential eligibility for compensation as part of this settlement (also referred to as "redress") we need you to respond to us, as described below, and let us know:

- Did [Merchant] provide the goods and/or services as described in your agreement with the aforementioned merchant?
- How did you pay for the goods and/or services?

Guideline invites you to submit any relevant evidence that you would like Guideline to consider regarding your authorization to finance the goods and/or services, [Merchant's] delivery and/or completion of the contracted goods and/or services, or payments for the goods and/or services.

If applicable, please follow the response instructions provided in our prior communications by **[End Date for Submissions]**. Please have your Claimant ID # ready and respond to Guideline through its secure website located at:

www.greenskyprogramsettlement@[settlement admin url].com

You may also respond by mail. Regretfully, we cannot accept email responses.

Redress Plan 2(A)(vi)
Mail Communication

Mail responses must include your Claimant ID # (found above) and state whether or not you received the goods and/or services from [Merchant] and how those goods and/or services were paid for, and you may also include any other, relevant information related to this GreenSky® Account you'd like for us to consider. Mail responses should be sent to:

GreenSky® Program Settlement Administrator
c/o Guideline Group, Inc.
[SA Address]
[SA Address]
[SA City, State Zip]

You may also respond by phone by contacting us, toll-free, at: 1-###-###-####. Please ensure that you have your claimant ID # (found above, at the beginning of this letter) and other, relevant information regarding your GreenSky® Account available to enable us to identify you, such as loan number(s), address(es), loan application/transaction date(s), merchant name(s), etc.

Please note that you may receive similar mail and/or email communications related to this settlement and that you will only be eligible for one claim associated with your loan. If you have already responded to a different communication, thank you for your prior response and please disregard this message.

Sincerely yours,

EXHIBIT 5

Redress Plan 7(B)(x) & 7(C)(x)
Mail Communication

[Date]

GreenSky® Program Settlement Administrator
c/o Guideline Group, Inc.
[SA Address]
[SA Address]
[SA City, State Zip]

[Outreach Borrower Name 1]
[Outreach Borrower Name 2]
[OB Address]
[OB Address]
[OB City, State Zip]

GreenSky® Account Ending: [Last 4 of GreenSky Account #]

GreenSky Settlement Claimant ID #: ####

Dear [OB #1] [and OB #2]:

We are writing to inform you that, in response to the information/evidence that you provided to Guideline Group, Inc. ("Guideline"), GreenSky, LLC ("GreenSky") provided additional evidence to Guideline regarding the complaint you submitted associated with your GreenSky® Account ending [Last 4 of GreenSky Account #] in your name(s).

Guideline invites you to submit any additional relevant evidence that you would like Guideline to consider regarding your authorization to finance the goods and/or services, [Merchant's] delivery and/or completion of the contracted goods and/or services, or payments for the goods and/or services.

If applicable, please follow the response instructions provided in our prior communications by **[End Date for Submissions]**. Please have your Claimant ID # ready and respond to Guideline through its secure website located at:

www.greenskyprogramsettlement@[settlement admin url].com

You may also respond by mail. Regretfully, we cannot accept email responses.

Mail responses must include your Claimant ID # (found above) and state whether or not you received the goods and/or services from [Merchant] and how those goods and/or services were paid for, and you may also include any other, relevant information related to this GreenSky® Account you'd like for us to consider. Mail responses should be sent to:

GreenSky® Program Settlement Administrator
c/o Guideline Group, Inc.
[SA Address]
[SA Address]
[SA City, State Zip]

Redress Plan 7(B)(x) & 7(C)(x)
Mail Communication

You may also respond by phone by contacting us, toll-free, at: 1-###-###-####. Please ensure that you have your Claimant ID # (found above, at the beginning of this letter) and other, relevant information regarding your GreenSky® Account available to enable us to identify you, such as loan number(s), address(es), loan application/transaction date(s), merchant name(s), etc.

Please note that you may receive similar mail and/or email communications related to this settlement and that you will only be eligible for one claim associated with your loan.

Sincerely yours,

EXHIBIT 6

Redress Plan 7(B)(x) & 7(C)(x)
Email Communication

To: [Email Address]

From: [GreenSky Program Settlement Administrator]

Subject: Important Information About GreenSky® Program Loan Settlement

GreenSky® Account Ending: [Last 4 of GreenSky Account #]

GreenSky Settlement Claimant ID #: ####

We are writing to inform you that, in response to the information/evidence that you provided to Guideline Group, Inc. ("Guideline"), GreenSky, LLC ("GreenSky") provided additional evidence to Guideline regarding the complaint you submitted associated with your GreenSky® Account ending [Last 4 of GreenSky Account #] in your name(s).

Guideline invites you to submit any additional relevant evidence that you would like Guideline to consider regarding your authorization to finance the goods and/or services, [Merchant's] delivery and/or completion of the contracted goods and/or services, or payments for the goods and/or services.

Please have your Claimant ID # ready and respond to Guideline through its secure website located at:

www.greenskyprogramsettlement@[settlement admin url].com

You may also respond by mail. Regretfully, we cannot accept email responses. **Please do not reply to this email.**

Mail responses must include your Claimant ID # (found above) and state whether or not you received the goods and/or services from [Merchant] and how those goods and/or services were paid for, and you may also include any other, relevant information related to this GreenSky® Account you'd like for us to consider. Mail responses should be sent to:

GreenSky® Program Settlement Administrator
c/o Guideline Group, Inc.
[SA Address]
[SA Address]
[SA City, State Zip]

You may also respond by phone by contacting us, toll-free, at: 1-###-###-####. Please ensure that you have your Claimant ID # (found above) and other, relevant information regarding your GreenSky® Account available to enable us to identify you, such as loan number(s), address(es), loan application/transaction date(s), merchant name(s), etc.

In order to have Guideline consider additional evidence in connection with your complaint, any additional evidence that you provide must be received by Guideline by **[End Date for Submissions]**.

Please note that you may receive similar mail and/or email communications related to this settlement and that you will only be eligible for one claim associated with your loan.

Redress Plan 7(B)(x) & 7(C)(x)
Email Communication

Sincerely yours,

EXHIBIT 7

Redress Plan 7(D)(vi)
Redress Notification Letter

[Date]

GreenSky® Program Settlement Administrator
c/o Guideline Group, Inc.
[SA Address]
[SA Address]
[SA City, State Zip]

[Affected Borrower Name 1]
[Affected Borrower Name 2]
[AB Address]
[AB Address]
[AB City, State Zip]

GreenSky® Account Ending: [Last 4 of GreenSky Account #]

GreenSky Settlement Claimant ID #: ####

Dear [AB #1] [and AB #2]:

We previously notified you that the Attorneys General of Alabama, Alaska, the District of Columbia, Florida, Georgia, and Texas (collectively, the "Attorneys General") reached a settlement with GreenSky, LLC ("GreenSky") regarding certain loan origination practices of the GreenSky® Program ("Program") and certain merchants that have participated in the Program. You are receiving this letter because, based on our review of the facts and circumstances about your GreenSky® account(s), we are providing redress (compensation) to you as described further below.

You are being provided the following compensation and/or corrections to your consumer credit report in accordance with the terms set forth in the settlement between the Attorneys General and GreenSky:

_____ You are receiving a refund in the amount of [$XX.XX] which is being provided to you via the enclosed check.

_____ The Program loan is being adjusted or canceled and the associated relevant tradeline is being revised or deleted from your consumer credit report with the applicable consumer reporting agencies (Experian, Equifax, and TransUnion).

Please note it may take up to [60] days for changes made to your credit reports (if applicable) to be reflected.

Sincerely yours,

Guideline Settlement Administrator