

For Settlement Purposes Only

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is entered into by and amongst Timothy McQueen and Carla Walters (“Class Representatives”), AutoMoney, Inc. (“AMI”) and Auto Money North, LLC (“AMN”) (AMI and AMN collectively, “Lenders”) (Class Representatives and Lenders collectively, the “Settling Parties”), and on behalf of the Settlement Class (as defined in Section 2.37 below) in Timothy McQueen, et al. v. AutoMoney, Inc., et al. pending in North Carolina Superior Court, Guilford County, Civil Action No. 23 CVS 5934 (the “Action”). Subject to the Court’s approval, the Settling Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in the Settlement and upon the entry by the Court of a Final Approval Order and the occurrence of the Effective Date, the Action shall be settled, compromised, and dismissed upon the terms and conditions contained herein.

I. RECITALS

1.1 WHEREAS, as detailed in the Amended Complaint filed in the Action, Class Representatives allege that Lenders violated the North Carolina Consumer Finance Act, violated North Carolina’s Unfair and Deceptive Trade Practices Act, violated North Carolina’s Usury Code, and seek statutory damages, treble damages, interest and attorneys’ fees, and injunctive relief in connection with loans between Lenders and Class Representatives secured by the Class Representatives’ motor vehicles (the “Title Loans”).

1.2 WHEREAS, Lenders have asserted defenses to Class Representatives’ claims and Lenders have asserted that they have claims against Class Representatives.

1.3 WHEREAS, arm’s-length settlement negotiations have taken place between counsel for Class Representatives and the Lenders, which embodies all of the terms and conditions of the settlement between Lenders and Class Representatives, both individually and on behalf of

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the Settlement Class (the “Settlement”), has been reached, subject to the final approval by the Court.

1.4 WHEREAS, the undersigned counsel for Class Representatives, Drew Brown, James Faucher, and Jeff Peraldo, of the firm Brown, Faucher, Peraldo & Benson PLLC and Tom Killoren of the firm Killoren, Kissinger, Dantin, Denton & Dunham, PC, and John Bloss of the firm Higgins Benjamin, PLLC (“Settlement Class Counsel”), have concluded, after motion practice, appeals, written discovery and depositions, extensive investigation of the underlying facts, and after carefully considering the circumstances of the Action,¹ including the claims asserted, the potential damages at issue, the risk of the Defendants’ prevailing on the merits, the potential recovery if successful, and the possible legal and factual defenses thereto, that it would be in the best interests of the Settlement Class to enter into this Agreement in order to avoid the uncertainties of litigation, particularly complex litigation such as this Action and the various actions involving similar allegations (the “Actions”), and to assure the benefits described herein to the Settlement Class, and, further, that Settlement Class Counsel considers the Settlement set forth herein to be fair, reasonable, and adequate compensation, and in the best interests of the Settlement Class.

¹ The Action is one of approximately fifty actions involving one or more attorneys among Settlement Class Counsel, one or more members of the Settlement Class and one or both Lenders. Activities in this Action have included numerous mediations involving the settlement or proposed settlement of individual cases, significant litigation and mediation efforts supervised by the United States Bankruptcy Court for the District of South Carolina, and significant litigation over dispositive motions, including motions to dismiss, motions for summary judgment and appellate briefing and argument.

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1.5 WHEREAS, Lenders have concluded that it would be in their best interests to enter into this Agreement to avoid the uncertainties of litigation, particularly complex litigation such as this Action and the various actions involving similar allegations.

1.6 WHEREAS, the Parties, to avoid the costs, disruption, and distraction of further litigation and having participated in a settlement conference, have concluded that it is desirable that the claims be settled and dismissed on the terms reflected in this Agreement.

1.7 WHEREAS, the undersigned Parties agree, subject to approval by the Court, that the litigation between Class Representatives, on the one hand, and Lenders, on the other hand, shall be fully and finally compromised, settled, released, and dismissed on the terms and conditions set forth in this Agreement.

1.8 WHEREAS, Lenders hereby consent, solely for the purposes of the Settlement set forth herein, to the re-pleading of the Action as a class action, certification of the Settlement Class, and appointment of Settlement Class Counsel for the Settlement Class and Class Representatives as representatives of the Settlement Class provided, however, that if this Agreement fails to receive Court approval or otherwise fails to become effective, then Lenders retain all rights and defenses they had immediately preceding the execution of this Agreement to object to the re-pleading of the Action as a class action, the propriety of class certification in all other contexts and for all other purposes, and the litigation of the Action will continue as if the Action had never been re-pled as a class action and as if the Settlement Class had never been certified. That Lenders conditionally consent herein to re-pleading of the Action as a class action and certification of the Settlement Class shall not be used against Lenders by any Party or non-party for any purpose in the Action or any other action, lawsuit, or proceeding of any kind whatsoever.

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1.9 WHEREAS, this Agreement is contingent upon the issuance by the Court of both the Preliminary Approval Order and Final Approval Order, and, should the Court not issue the Preliminary Approval Order and Final Approval Order, no Party waives, and instead expressly reserves, all rights to bring or defend the claims in the Action.

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, and of the releases and dismissals of claims described below, the Parties agree to this Agreement, subject to Court approval, under the terms and conditions that follow.

II. DEFINITIONS

As used in this Settlement, the following terms shall have the meanings set forth below, unless this Settlement specifically provides otherwise. Other capitalized terms in this Settlement but not defined in this section shall have the meanings ascribed to them elsewhere in this Agreement.

2.1 “Administration Expenses” means reasonable fees and expenses incurred by the Settlement Administrator for all tasks the Settlement Administrator and any third parties appointed by the Parties perform in furtherance of the notice and administration of the Settlement and to secure performance as set forth in this Settlement.

2.2 “Affiliate” means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is ultimately under common control with such Person. For purposes of the definition, “control” means (i) with respect to any corporation or other entity having voting shares or the equivalent and elected directors, managers, or Persons performing similar functions, (a) the ownership or power, directly or indirectly, to vote more than fifty percent (50%) of shares or the equivalent having the power to

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vote in the election of such directors, managers or Persons performing similar functions, or (b) the ability, directly or indirectly, to direct its business and affairs, and (ii) with respect to any other Person, the ability, directly or indirectly, to direct its business and affairs.

2.3 “Agreement” means this Class Action Settlement Agreement, containing all terms and conditions, which constitutes the entire agreement between the Parties.

2.4 “Attorneys’ Fees and Expenses” means, as described more particularly in Section 5.3 of this Agreement, the fees and expenses to be sought by Settlement Class Counsel for all the past, present, and future attorneys’ fees, costs (including court costs), expenses, and disbursements directly or indirectly incurred in connection with the Action.

2.5 “Benefit” means the cash payment available to a Claimant who files a Valid Claim under this Agreement. This term is exclusive of “Debt Forgiveness,” defined below.

2.6 “Benefit Payments” are the payments issued for Valid Claims as determined by the Settlement Administrator and in accordance with this Agreement.

2.7 “Claim” means a request for relief pursuant to this Settlement submitted by a Class Member on a Claim Form in accordance with the terms of this Settlement.

2.8 “Claim Form” means the form approved by the Court for the submission of claims by Class Members as discussed below.

2.9 “Claim Form Deadline” means the date by which a Claim Form must be received via United States First Class Mail or via electronic submission by 11:59 p.m. Eastern time to be considered timely. The Claim Form Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Settlement Notice and the Claim Form. The Claim Form Deadline shall be the first business day that is at least thirty (30) days after the Effective Date.

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2.10 “Claim Period” means the period of time during which a Class Member must submit a Claim Form to be eligible to receive a Benefit as part of the Settlement, which shall be for no less than sixty (60) consecutive days up to and including the Claim Form Deadline.

2.11 “Claimant” means a Class Member who files a Claim seeking a Benefit under this Agreement.

2.12 “Class Member” means a Person or entity who is a member of the Settlement Class.

2.13 “Class Notice” means the Publication Notice and Settlement Notice.

2.14 “Class Service Award” means a Court-approved award to each Plaintiff for their efforts in bringing claims at issue in the Action and achieving the benefits of this Settlement on behalf of the Settlement Class. The requested service awards shall be Two Thousand Five Hundred Dollars (\$2,500) for each Representative.

2.15 “Court” shall mean North Carolina Superior Court.

2.16 “Debt Forgiveness” shall mean Lenders’ forgiveness of the Settlement Class’s debt on loans entered into in North Carolina, as described in Section 3.2.

2.17 “Effective Date” means the fifth business day after the last of the following dates: (i) the date on which Lenders’ counsel, Settlement Class Counsel, and all Parties have executed this Agreement; (ii) the date on which the Court has entered the Final Approval Order certifying the Settlement Class, approving the Agreement in all material respects and dismissing the Action with prejudice as to Class Representatives’ and the Settlement Class’s claims against Lenders; and (iii) the Final Approval Order becomes final and non-appealable through either the expiration of the allowable appeal periods without an appeal having been filed, or final affirmance of the Final

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Approval Order on appeal, or final dismissal of all such appeals with prejudice, or denial of all such appeals, including petitions for review, rehearing, or certiorari.

2.18 “Fairness Hearing” or “Final Approval Hearing” means the final hearing to be conducted by the Court on such date as the Court may order to determine the fairness, adequacy, and reasonableness of the Settlement in accordance with applicable jurisprudence, to be held after reasonable notice and an opportunity to object or to exclude themselves from the Settlement has been provided to the Settlement Class in accordance with this Settlement, and where the Court will: (i) determine whether to grant final approval to the certification of the Settlement Class; (ii) determine whether to designate Settlement Class Counsel as counsel for the Settlement Class; (iii) determine whether to grant final approval to the Settlement; (iv) rule on Settlement Class Counsel’s Fee Application and Class Service Award Application; and (v) consider whether to enter the Final Approval Order.

2.19 “Fee Award” means the Attorneys’ Fees and Expenses awarded by the Court to Settlement Class Counsel.

2.20 “Final Approval Order” means an order granting final approval to the Settlement.

2.21 “Final Notice Date” means the last date of the Class Notice but not later than twenty-one (21) days after the Court grants Preliminary Approval.

2.22 “Notice Plan” means the plan developed by the Settlement Administrator submitted to and approved by the Court in connection with the forthcoming motion to approve class settlement, to satisfy due process requirements to notify the Settlement Class of the Settlement and to command the Class Members’ attention about their rights under the Settlement. The Notice Plan shall contemplate that the primary method of such notice shall be through notice provided to

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the last-known address maintained by Lenders in association with each member of the Settlement Class.

2.23 “Notice Date” means the date on which dissemination of the Class Notice is commenced consistent with the Preliminary Approval Order.

2.24 “Objection” means an objection timely filed with the Court by a member of the Settlement Class objecting to any aspect of the Settlement.

2.25 “Objection Deadline” means thirty (30) days after the Final Notice Date. The Objection Deadline shall be set forth in the Preliminary Approval Order.

2.26 “Parties” (or “Party” individually) means Class Representatives and Lenders.

2.27 “Person” means any individual, corporation, partnership, limited partnership, limited liability company or partnership, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity, and their respective spouses, heirs, affiliates, attorneys, predecessors, successors, representatives, and/or assignees.

2.28 “Preliminary Approval Order” means an order granting preliminary approval to this Agreement as within the range of possible final approval; approving Class Notice to the Class Members as described in Section IV below; and setting a hearing to consider final approval of the Settlement and any objections thereto.

2.29 “Released Claims” means any and all claims, whether known or unknown, against the Released Parties relating to, arising out of, or concerning in any way the claims under federal or state laws, or otherwise, that were alleged or could have been alleged in the Actions related to the Title Loans.

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2.30 “Released Parties” means Lenders, and each of their respective direct and indirect parents, subsidiaries, affiliates, directors, officers, agents, owners, representatives, employees, insurers, successors, and assigns.

2.31 “Releases” means the release of all claims contained in Section 7.1 of this Settlement.

2.32 “Releasing Parties” means Class Representatives, all Class Members, and any Person claiming by or through any of the foregoing, including any Person claiming to be a spouse, parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assign, representative of any kind, shareholder, partner, director, employee or affiliate thereof.

2.33 “Repossession Sales Proceeds” means the amount either Lender received from any third party as consideration for the sale of a motor vehicle pledged to either Lender in connection with a Title Loan and over which either Lender exercised its asserted rights to arrange for the repossession and sale of the vehicle. Lenders represent that there are no vehicles repossessed from anyone in the proposed class that have not been sold.

2.34 “Settlement” means the settlement into which the Parties have entered to resolve the Actions. The terms of the Settlement are as set forth in this Agreement.

2.35 “Settlement Administrator” shall mean the Person appointed by the Parties, and approved by the Court, to ensure the provision of notice and administer the settlement as set forth in this agreement and under the plan approved by the Court.

2.36 “Settlement Amount” means the Settlement Fund available to Class Members for payment of all Valid Claims and account credits.

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2.37 “Settlement Class” means all Persons who fall within the following definition: any Person who, at any time between January 1, 2011 and the Effective Date, (i) entered into a Title Loan charging interest rates in excess of 30% with either or both AMN or AMI, and (ii) with respect to whom the security interest granted by the Title Loan was perfected with NC Department of Motor Vehicles.

2.38 “Settlement Fund” means the interest-bearing account insured by the Federal Deposit Insurance Corporation (“FDIC”) at a financial institution into which Lenders’ payment of monies, as described in Section 3.1, shall be deposited.

2.39 “Settlement Notice” means the direct notice provided to the Settlement Class, substantially in the form to be submitted to the Court for approval, and to be disseminated in accordance with Section IV of this Agreement.

2.40 “Settlement Website” means the website to be created for this Settlement that will include straightforward and user-friendly information about the Action, the Settlement, and relevant documents, as well as electronic and printable forms relating to the Settlement, including the Claim Form, which can be submitted online or printed and mailed, and which Class Members can visit to read or request additional information regarding the Settlement. The Settlement Website shall be activated when Class Notice is commenced and will be found at a URL to be decided upon by the Parties.

2.41 “Valid Claim” means a Claim Form submitted by a Class Member that is: (i) submitted in accordance with the directions accompanying the Claim Form(s) and the provisions of the Settlement; (ii) on the initial submission, accurately, fully and truthfully completed and executed, with all of the information requested in the Claim Form, by a Class

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Member or the Member's Counsel; (iii) signed physically or by e-signature by the Class Member; and (iv) returned via mail or email and received by the Claim Form Deadline, or, if submitted online, is submitted by 11:59 p.m. Eastern time on the Claim Form Deadline.

III. SETTLEMENT BENEFITS AND CLAIMS ADMINISTRATION

3.1 If final approval of the settlement is granted, Lenders will fund the Settlement by depositing the sum of \$3,000,000 into an interest-bearing account insured by the FDIC at a mutually acceptable financial institution within 15 days of the Effective Date ("Settlement Fund"). The consideration paid under this Agreement shall be deemed to be paid on behalf of all Lenders.

3.2 In addition to funding the Settlement:

- Effective immediately upon entry of a Final Approval Order, Lenders shall forgive the debt of every Class Member who has not submitted an Opt-Out Request under Section 7.4 to the extent such debt involves any vehicle registered in the state of North Carolina. Lenders shall not collect, and shall cease all collection efforts related to, any unpaid debt under such Title Loans.
- After entry of a Final Approval Order, Lenders shall take all actions necessary to release all liens perfected with the NC DMV in connection with the Title Loans of Class Members who have not submitted an Opt-Out Request under Section 7.4, and such releases shall be submitted by Lenders within six months of a Final Approval Order.
- Lenders shall enter into no further Title Loans, for amounts covered by N.C. Gen. Stat. § 53-190(a), with North Carolina residents that contain interest rates in excess

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of 30%, unless North Carolina's laws change to permit such loans with its residents entered inside and outside of North Carolina.

The value of the debt relief in excess of \$5,000,000 ("Debt Relief Amount") (the Debt Relief Amount and Settlement Fund amount together, "Settlement Amount").

3.3 Valid Claims will be paid as follows:

- At the conclusion of the claims period, and after deducting Administration Expenses, Class Service Awards, and Attorneys' Fees from the Settlement Fund (the "Remaining Settlement Fund"), the Remaining Settlement Fund shall be used to pay qualifying Class Members who submit a Valid Claim. The amount of the payments from the Remaining Settlement Fund shall be the amount of any interest paid by such Class Member on loans for which the Class Member affirms that he or she was a resident of North Carolina at the time the loan was made, the principal amount of the loan was within the amount described by N.C. Gen. Stat. § 53-190(a) at the time the applicable loan was executed, plus any Repossession Sales Proceeds. If the amount in the Remaining Settlement Fund (including accrued interest) is not sufficient to make full payments to all qualifying Class Members as set forth in the preceding sentence, such qualifying Class Members shall be paid in proportion to the value of their respective claims. If the Remaining Settlement Fund exceeds the amount required to make full payments to all qualifying Class Members, the Settlement Administrator shall distribute such excess funds (including accrued interest) to the same qualifying Class Members in proportion to the value of their respective claims.

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3.4 Subject to the rights and limitations set forth in this Agreement, every Class Member shall have the right to submit a Claim for a Settlement Benefit. Submission of a Claim, regardless of whether it is determined to be a Valid Claim, shall confer no rights or obligations on any Party, any Class Member, or any other Person, except as expressly provided herein. No claims may be submitted as a group, aggregate, or class of persons. For any Class Members who request additional documentation, following final approval of the settlement by the Court, Lenders have a duty to, timely produce to the Claims Administrator and Class Counsel all loan agreements, payment history in Defendant's possession (and any other document reflecting such provided by the loan software provider), if any, paid by Class Members who submit a Claim Form, and proof of Repossession Sales Proceeds, where applicable, for Class Members who submit a Claim Form that seeks payment of such Repossession Sales Proceeds.

3.5 A Claim Form must be received or submitted online no later than the Claim Form Deadline. A Claim Form received by or submitted online after that date will not be a Valid Claim.

3.6 To receive a Benefit, the Claimant, or a person with authority to bind the Claimant, must submit a signed certification that the Claimant:

- (a) Has read and understands the Claim Form;
- (b) Believes in good faith that he/she is a member of the Settlement Class because he/she had a contract with Lenders as identified under the Settlement Class definition;
- (c) Has neither assigned any right to recover this Benefit to any other party nor been reimbursed in whole by a third-party for any damages related to the allegations at issue in the Actions;

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- (d) Has not released any claim to the Benefit through a release between the Claimant and either Lender.

3.7 The Settlement Administrator shall be responsible for, among other things, providing notice as set forth in the Notice Plan, processing Claim Forms, and administering the Settlement Website and Benefit claims process described herein.

3.8 The determination of validity of Claims shall occur within one-hundred-and-twenty (120) days of the Effective Date.

3.9 Class Members will have the opportunity to select an electronic payment option on the Claim Form for payment of Valid Claims. All checks shall be subject to a 180-day void period, after which the checks shall no longer be negotiable. If a Benefit Payment is not negotiated, the Class Member shall not be entitled to any further payment under this Agreement. If the Benefit Payment is returned as undeliverable, the Settlement Administrator shall send an email to the Claimant, if an email address was provided with the Claim, to attempt to obtain a better address, and if obtained, shall mail the Benefit Payment to the new address, but shall have no other obligation to skip-trace or obtain an updated address. The return or failure to cash checks or, for those Class Members that elected to receive electronic payment, to provide the information required to issue a payment, shall have no effect on a Class Member's release of claims, obligations, representations, or warranties as provided herein, which shall remain in full effect.

3.10 No deductions for taxes will be taken from any Benefit at the time of distribution. Class Members are responsible for paying any taxes due on such Benefits. All Benefit Payments shall be deemed to be paid solely in the year in which payments are actually issued. The Parties do not purport to provide legal advice on tax matters to each other or Class Members. To the

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extent this Agreement, or any of its related materials, is interpreted to contain or constitute advice regarding any U.S. Federal or any state tax issue, such advice is not intended or written to be used, and cannot be used, by any Person for the purpose of avoiding penalties under the Internal Revenue Code or any state's tax laws.

3.11 All reasonable fees and expenses incurred in administering claims and performing the other tasks set forth in Sections III and IV shall be paid out of the Settlement Fund.

IV. NOTICE

4.1 Prior to the Notice Date, the Settlement Administrator shall establish the Settlement Website, which shall contain the Settlement Notice with a table of contents, answers to frequently asked questions, a Contact Information page that includes the address for the Settlement Administrator and addresses and telephone numbers or email address for Settlement Class Counsel and Lenders' counsel as well as the Settlement Agreement, signed Preliminary Approval Order, downloadable and online version of the Claim Form. Once filed, the Motion for Final Approval of the Settlement and the Motion for Fee Application and Class Service Award Application will also be available on the Settlement Website.

4.2 In addition to the Settlement Notice as set forth in Sections 4.1 and 4.4, the Settlement Website shall permit Class Members who elect to do so to register online to receive email notice that the Court has granted the Final Approval Order and updates on the deadlines to submit Claim Forms and the status of payments under the terms of the Settlement.

4.3 Notice shall be provided as outlined in the Notice Plan, which is the best notice that is practicable under the circumstances, including the reasons for selections of the methods of notice and computation of the expected notice reach.

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4.4 The Parties shall supervise the performance of the notice functions set forth in this Section. At least 14 days prior to the Final Approval Hearing, the Parties shall provide the Court a declaration from the Settlement Administrator stating that notice was provided as required herein, attesting to the number of impressions and reach of the notice, and stating how many direct notices were delivered and how many were returned undelivered.

V. SETTLEMENT CLASS COUNSELS' APPLICATION FOR AN AWARD OF ATTORNEYS' FEES AND EXPENSES AND CLASS SERVICE AWARDS

5.1 No later than 14 days prior to the Objection Deadline, Settlement Class Counsel will submit to the Court an application seeking a Fee Award of no more than 33.3% of the Settlement Fund, to which Lenders will not object. In addition, Class Representatives may seek a Class Service Award as compensation for their efforts in bringing the Action and achieving the benefits of the Settlement on behalf of the Settlement Class. Lenders will not object to the Class Service Award so long as it is consistent with the definition herein. Court approval of any Settlement Class Counsel's Fee Award and Class Service Award will not be a condition of the Settlement. If the Court denies, in whole or part, any Settlement Class Counsel's Fee Application and/or Class Service Award Application, or if any Fee Award or Class Service Award ordered by the Court is the subject of any appeal, the remainder of the terms of this Agreement shall remain in effect. In addition, no interest will accrue on such amounts at any time. Settlement Class Counsel and Class Representatives agree not to request, or to accept, any award inconsistent with these terms and conditions of this Agreement, including this Section 5.1.

5.2 Any Fee Award and Class Service Award approved by the Court for the Settlement Class shall be paid from the Settlement Fund within 60 days of the Effective Date.

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5.3 The Attorneys' Fees and Expenses awarded by the Court as set forth in this Section V shall be the total obligation of Lenders to pay attorneys' fees and expenses of any kind to Settlement Class Counsel in connection with the Actions and this Settlement. In no event shall Lenders be obligated to pay to Settlement Class Counsel any amount larger than the amount set forth herein.

5.4 Once Lenders make the Fee Award payment, Lenders shall have no further obligation to pay any additional sums to Settlement Class Counsel.

5.5 Lenders shall be responsible for paying their own attorneys' fees and expenses.

VI. CLASS SETTLEMENT PROCEDURES

6.1 Amendment of Pleadings. As soon as practicable after executing the Agreement, Settlement Class Counsel shall take such steps as are necessary to replead the Class Representatives' claims in the Action as a class action under rule 23 of the applicable rules of civil procedure, in which Class Representatives seek to pursue and settle claims of the Settlement Class. The Parties shall confer regarding the contents of the proposed amended pleading, and no amended pleading shall be filed absent the agreement of all Parties. The Parties shall furthermore confer and agree upon any conditions associated with the re-pleading of the claims in the Action, and shall submit a proposed order to the Court to memorialize these conditions. Such conditions shall include, at the request of any Party, the requirement that the re-pleading be deemed a nullity and of no effect in the event that a Final Approval Order is not obtained.

6.2 Settlement Approval. As soon as practicable after the amendment of the pleadings, the parties shall move for an order granting preliminary approval of this Agreement as within the range of possible final approval (i) conditionally certifying the Settlement Class for

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purposes of this Settlement only; (ii) approving Class Notice to the Class Members as described in Section IV above; (iii) approving the Claim Form; and (iv) setting a hearing to consider final approval of the Settlement and any Objections thereto.

6.3 Final Approval Order and Judgment. No later than 14 days prior to the Final Approval Hearing, Class Representatives shall move for entry of an order of final approval, granting final approval of this Settlement and holding this Agreement to be final, fair, reasonable, adequate, and binding on all Class Members, and ordering that the settlement relief be provided as set forth in this Agreement, approving and ordering the releases as set forth in Section VII, and entering final judgment dismissing with prejudice all claims asserted in, or that could have been asserted in, the Actions. Lenders shall have no obligation to make separate filings in support of the motion. Lenders shall appear at the hearing to confirm their agreement with the terms of the Settlement as provided herein.

6.4 Objections. Any Class Member, on his, her, or its own, or through an attorney hired at his, her, or its own expense, may object to the terms of the Settlement. Any such Objection must be submitted to the Settlement Administrator with a copy to Settlement Class Counsel and Lenders' counsel postmarked no later than the Objection Deadline. To be effective, any such Objection must be in writing and include the contents described below:

- (a) A reference at the beginning to this case;
- (b) The name, address, telephone number, and, if available, the email address of the Person objecting, and if represented by counsel, of his/her/its counsel;
- (c) A written statement of all grounds for the Objection, accompanied by any legal support for such Objection;

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- (d) Whether he/she/it intends to appear at the Final Approval Hearing, either with or without counsel;
- (e) A statement of his/her/its membership in the Settlement Class, including all information required by the Claim Form;
- (f) A detailed list of any other objections submitted by the Class Member, or his/her/its counsel, to any class actions submitted in any court, whether state or otherwise, in the United States in the previous 5 years. If the Class Member or his/her/its counsel has not objected to any other class action settlement in any court in the United States in the previous 5 years, he/she/it shall affirmatively state so in the written materials provided in connection with the Objection to this Settlement; and
- (g) The objector's signature and the signature of the objector's duly authorized attorney or other duly authorized representative (along with documentation setting forth such representation).

Any Class Member who fails to timely submit a written Objection containing all of the information listed in the items (a) through (g) of the previous paragraph, including notice of his/her/its intent to appear at the Final Approval Hearing, shall not be permitted to object to the Settlement and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by any means, including, but not limited to, an appeal.

Any Class Member who submits a timely written Objection shall consent to deposition at the request of Settlement Class Counsel or Lenders' counsel, to occur at least 5 days prior to the Final Approval Hearing.

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If any Objection is received by the Settlement Administrator without copy to Settlement Class Counsel or Counsel for Lenders, the Settlement Administrator shall forward the Objection and all supporting documentation to counsel for the Parties. The failure of the Class Member to comply with the filing requirements of Section 6.3 shall be grounds for striking and/or overruling the Objection.

The notice shall advise that a Class Member shall not be entitled to an extension to the Claim Form Deadline merely because the Class Member has also submitted an objection.

6.5 Effect if Settlement Not Approved, Agreement Is Terminated. This Agreement was entered into only for purposes of Settlement. In the event that preliminary or final approval of this Settlement and this Agreement do not occur for any reason, or if the Final Approval Order is reversed on appeal, or the Agreement is terminated pursuant to Section 11.1, then no term or condition of this Agreement, or any draft thereof, or discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions shall have any effect, nor shall any such matter be admissible in evidence for any purpose in the Actions, or in any other proceeding (unless Settlement Class Counsel and Lenders mutually agree in writing to proceed with this Agreement); and the Actions shall continue as if the Settlement had not occurred. The Parties agree that all drafts, discussions, negotiations, documentation, or other information prepared in relation to this Agreement, and the Parties' settlement discussions, shall be treated as strictly confidential and may not, absent a court order, be disclosed to any Person other than the Parties' counsel, and only for purposes of the Action.

6.6 Remedies for Lenders' Failure to Meet Its Obligations. If Lenders fail to make the payment required under this Agreement, Class Representatives may elect to provide written

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notice of a default of such obligations to all Lenders, after which a 30-day Cure Period shall apply. Within the Cure Period, Lenders may elect to provide written notice to Class Representatives that such unpaid sum is genuinely disputed, in which event the Parties may submit such dispute to the Court for resolution. If Lenders do not provide written notice within the Cure Period that the unpaid sum is genuinely disputed, and if such default is not cured within the Cure Period, then Class Representatives may, at their election and by further written notice to all Lenders, declare an Event of Default. Upon an Event of Default, Class Representatives may elect to (a) request entry of a money judgment against the Lenders for any amounts that have not been paid; or (b) with respect to any Event of Default that is material, Declare the Agreement terminated and the underlying Actions shall continue as if the Settlement had not occurred.

VII. RELEASES

7.1 Upon the entry of a Final Approval Order and Judgment and without any further action by the Court or by any Party to this Agreement, the Class Members and Class Representatives, including any Person claiming rights derivative of any Class Member or Class Representatives as their parent, child, heir, guardian, associate, co-owner, attorney, agent, administrator, executor, devisee, predecessor, successor, assignee, assigns, representative of any kind, shareholder, partner, director, employee or affiliate, shall be deemed to have, and by operation of the judgment shall have fully, finally, and forever released, relinquished, and discharged against the Released Parties all Released Claims (including, without limitation, any unknown claims), as well as any claims arising out of, relating to, or in connection with, the prosecution, defense, mediation, settlement, disposition, or resolution of the Actions or the Released Claims.

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7.2 Without limiting the foregoing, the Releases specifically extend to any claims related to the Title Loans that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement, and the Releases contained herein, becomes effective. Class Representatives understand and acknowledge the significance of these waivers. In connection with such waivers and relinquishment, the Releasing Parties acknowledge that they are aware that they may hereafter discover facts in addition to, or different from, those facts that they now know or believe to be true with respect to the subject matter of the Settlement, but that it is their intention to release fully, finally, and forever all Released Claims with respect to the Released Parties, and in furtherance of such intention, the release of the Released Claims will be and remain in effect notwithstanding the discovery or existence of any such additional or different facts.

7.3 The Parties shall be deemed to have agreed that the release set forth herein will be and may be raised as a complete defense to and will preclude any action or proceeding based on the Released Claims. The Final Approval Order shall further provide for and effect the release of all actions, causes of action, claims, administrative claims, demands, debts, damages, costs, attorneys' fees, obligations, judgments, expenses, compensation, or liabilities, in law or in equity, whether now known or unknown, suspected or unsuspected, contingent or absolute, whether existing now or arising in the future, whether asserted or that could or might have been asserted, that Releasing Parties now have or may have against the Released Parties by reason of any act, omission, harm, matter, cause, or event whatsoever arising out of the initiation, prosecution, or settlement of the Actions or the claims and defenses asserted in, or could have been asserted in, the Actions related to the Title Loans.

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7.4 The Class Members will have the right to exclude themselves from the Settlement. Any Class Member who wishes to exercise this right must mail a request for exclusion (“Opt-Out Request”) to the Settlement Administrator. Such Opt-Out Requests must be signed by the Class Member or his or her lawful representative and be postmarked no later than the Claim Form Deadline.

7.5 Notwithstanding the above, the Court shall retain exclusive jurisdiction over the Parties and the Agreement with respect to the future performance of the terms of the Agreement, and to assure that all payments and other actions required of any of the Parties by the Settlement are properly made or taken.

7.6 For the avoidance of doubt, neither the Releases nor anything else in this Agreement is intended to release or waive any right or claim to enforce the terms of this Agreement and the Settlement.

VIII. FINAL JUDGMENT AND SETTLEMENT APPROVAL

This Agreement is subject to and conditioned upon the issuance by the Court of the Final Approval Order that finally certifies the Settlement Class for the purposes of this Settlement, grants final approval of the Agreement, enters final judgment dismissing the Actions with prejudice, and provides all other relief specified herein, which relief shall be subject to the terms and conditions of the Agreement and the Parties’ performance of their continuing rights and obligations hereunder.

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IX. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to, and agrees with, the other Parties as follows:

9.1 To facilitate an efficient and cost-effective notice process, Lenders shall provide the Settlement Administrator with the last known addresses of every Class Member in Lenders' possession, custody, or control.

9.2 Each Party has had the opportunity to receive, and has received, independent legal advice from his or her or its attorneys regarding the advisability of making the Settlement, the advisability of executing this Agreement, and the legal and income tax consequences of this Agreement, and fully understands and accepts the terms of this Agreement.

9.3 Lenders represent and warrant: (i) that they have the requisite corporate power and authority to execute, deliver, and perform the Agreement and to consummate the transactions contemplated hereby; (ii) that the execution, delivery, and performance of the Agreement and the consummation by them of the actions contemplated herein have been duly authorized by necessary corporate action on the part of Lenders; (iii) that Lenders have secured any court approvals necessary to bind Lenders regarding this agreement; (iv) that the Agreement has been duly and validly executed and delivered by Lenders and constitutes their legal, valid, and binding obligations and (v) Lenders will have sufficient resources to fulfill their obligations under this Agreement.

9.4 Class Representatives represent and warrant that they are entering into the Agreement on behalf of themselves individually and as proposed representatives of the Class Members of their own free will and without the receipt of any consideration other than what is provided in the Agreement or disclosed to, and authorized by, the Court. Class Representatives

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represent and warrant that they have reviewed the terms of the Agreement in consultation with Settlement Class Counsel and believe them to be fair and reasonable, and covenant that they will not object to the Agreement.

9.5 Class Representatives represent and warrant that no portion of any claim, right, demand, action, or cause of action against any of the Released Parties that Class Representatives have or may have arising out of the Actions or pertaining to their fees paid as otherwise referred to in this Agreement, and no portion of any recovery or settlement to which Class Representatives may be entitled, has been assigned, transferred, or conveyed by or for Class Representatives in any manner; and no Person other than Class Representatives has any legal or equitable interest in the claims, demands, actions, or causes of action referred to in this Agreement.

9.6 No Party relies or has relied on any statement, representation, omission, inducement, or promise of another Party (or any officer, agent, employee, representative, or attorney for any other party) in executing this Agreement or entering the Settlement provided for herein, except as expressly stated in this Agreement.

X. NO ADMISSIONS OF FAULT

This Agreement and every term contained in it is conditioned upon final approval of the Court and is made for settlement purposes only. Whether or not consummated, this Agreement shall not be construed as, offered in evidence as, received in evidence as, and/or deemed to be, evidence of a presumption, concession, or an admission by Class Representatives, Lenders, any Class Member, or any Released Party, of the truth of any fact alleged or the validity of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or

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the deficiency of any claim or defense that has been, could have been, or in the future might be asserted in any litigation, or of any liability, fault, wrongdoing, or otherwise of such Party.

XI. MISCELLANEOUS PROVISIONS

11.1 Termination of Agreement. In addition to the provisions of Section 6.6, the Parties shall each have the right to terminate this Settlement (except with respect to subparagraphs (c) and (d) of this section for which only Lenders, in the exercise of their sole discretion, shall have the right to terminate this Settlement; and subparagraphs (g) of this section for which only the Settlement Class, in the exercise of its sole discretion, shall have the right to terminate this Settlement) by providing written notice of their election to do so to the other within 30 days of:

- (a) The parties' failure to obtain and maintain preliminary approval of this Settlement in materially the same form as set forth herein;
- (b) Any court requiring a notice program in addition to or in any form materially different from that set forth herein;
- (c) Any court materially modifying this Settlement in any manner, including but without limitation, one that increases the financial costs to Lenders, in which case the right to terminate shall lie solely with Lenders;
- (d) More than 50 members of the Settlement Class submitting Opt-Out Requests, in which case the right to terminate shall lie solely with Lenders;
- (e) The Court failing to enter a final order and judgment consistent with this Settlement;
- (f) The reversal or material modification, on appeal or otherwise, of the final order and judgment; or

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- (g) Lenders' failure to (i) deposit \$3,000,000 into the Settlement Fund, (ii) provide the Debt Forgiveness, or (iii) release the liens as provided in Section 3.2 of this Agreement.

11.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of the Settlement and supersedes all prior negotiations, communications, memoranda, and agreements between the Parties. Neither Class Representatives nor Lenders are entering into this Agreement in reliance upon any representations, warranties, or inducements other than those contained in this Agreement.

11.3 Execution Date. The Settlement Agreement shall be deemed executed as of the last date of signature by the Parties. However, it is not effective upon the Execution Date, and Effective Date is separately defined herein.

11.4 Change of Time Periods. The time periods and/or dates described in this Agreement with respect to the giving of notices and hearings are subject to approval and change by the Court or by the written agreement of Settlement Class Counsel and Lenders' counsel, without notice to Class Members except that such dates must be posted on the Settlement Website.

11.5 Extension of Time. The Parties reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extension of time that might be needed to carry out any of the provisions of this Agreement.

11.6 Media and Contact of Class Members. Except as required by the Parties in accordance with applicable law, rule, or regulation (e.g., securities law, rules, or regulations), or any other exception expressly provided herein, to avoid contradictory, incomplete, or

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confusing information about the Settlement, the Parties agree that if they want to make any written press releases, disclosures on their websites, or statements to the media about or promotional materials that reference the existence or terms of the Settlement or the Actions before the Final Approval Hearing, such releases or statements must be approved by the Parties in advance and, where desired by the other Party, made jointly. Any party can respond to inquiries initiated by the media, and in doing so may decline to comment, but otherwise shall only refer to the Class Notice, a statement approved by the other Party, and/or defer to the court file in the Actions, but shall not provide any further comment. Nothing provided herein shall prevent Lenders from communicating with their clients, investors, or lenders about the Settlement or the Actions without the prior approval of Settlement Class Counsel. Except as noted herein and by mutual agreement of the Parties, the Class Notice shall constitute the only communication with Class Members regarding the Settlement prior to the Final Fairness Hearing. Notwithstanding, Settlement Class Counsel and Lenders' Counsel can answer any inquiries initiated by Class Members and Settlement Class Counsel may communicate freely with Class Representatives.

11.7 Cooperation. Lenders, Class Representatives, and their respective counsel agree to work cooperatively to prepare and execute any additional documents that may reasonably be necessary to effectuate the terms of this Agreement. The Parties shall cooperate with the Settlement Administrator to the extent reasonably necessary to assist and facilitate the Settlement Administrator in carrying out its duties and responsibilities.

11.8 Authority of Counsel. Settlement Class Counsel represents and warrants that it is authorized to take all appropriate actions required or permitted to be taken by or on behalf

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of the Class Representatives and, subsequent to an appropriate Court Order, the Settlement Class in order to effectuate the terms of this Agreement and are also authorized to enter into appropriate modifications or amendments to this Agreement on behalf of the Class Representatives and, subsequent to an appropriate Court Order, the Class Members.

11.9 Governing Law. This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina, without regard to North Carolina's conflict-of-laws principles.

11.10 Stay Pending Court Approval. Settlement Class Counsel and Lenders' counsel agree to stay all deadlines, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. Such obligation extends not only to the Action, but to all civil actions involving one or both Lenders and involving the representation by Settlement Class Counsel of one or more members of the Settlement Class. If, despite the Parties' best efforts, this Agreement should fail to become effective, the Parties will return to their prior positions in all stayed actions, in accordance with Section 6.5 of this Agreement.

The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Class Member in, any other proceedings against any of the Released Parties that challenge the Settlement or otherwise assert or involve, directly or indirectly, a Released Claim.

11.11 Construing the Agreement. This Agreement shall not be construed more strictly against one Party than another merely by virtue of the fact that it may have been initially drafted by counsel for only one of the Parties. It is recognized that this Agreement is the result of arm's-

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length negotiations between the Parties and it is acknowledged that all Parties have contributed substantially to the preparation of this Agreement; accordingly, the doctrine of *contra proferentum* shall not apply in construing this Agreement, nor shall any other such similar doctrine apply.

11.12 Evidentiary Preclusion. The Parties agree that, to the fullest extent permitted by law, neither this Agreement nor the Settlement, nor any act performed nor document executed pursuant to or in furtherance of this Agreement or the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any claim or of any wrongdoing or liability of the Released Parties; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any Released Party or the appropriateness of class certification in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. In addition, any failure of the Court to approve the Settlement and/or any objections or interventions may not be used as evidence in the Actions or any other proceeding for any purpose whatsoever. However, the Released Parties may file the Agreement and/or the Final Approval Order in any action or proceeding that may be brought against them in order to support a defense or counterclaim based on principles of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11.13 Effect of Non-Approval. In the event that this Agreement is not approved by the Court in substantially its present form, any Objection to the Settlement is sustained by the Court, or the Settlement does not become final for any reason, including Termination pursuant to Section 11.1 above, the terms and provisions of this Agreement shall have no further force

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and effect with respect to the Parties or the Class Members, and shall not be used in the Actions or in any other action or proceeding for any purpose, and any order or judgment entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In such event, this Agreement and all negotiations, proceedings, documents prepared, and statements made in connection with this Agreement shall be without prejudice to any Party or Class Member and shall not be admissible or offered into evidence in any action or proceeding, and shall not be deemed, asserted, or construed to be an admission or confession by any Party or any other Person or entity of any fact, matter, or proposition of law, and shall not be used or asserted in any other manner or for any purpose, and all Parties and Class Members shall stand in the same position as if this Agreement and Settlement had not been negotiated, made, or submitted to the Court.

11.14 Signatures. This Agreement may be executed in counterparts, and, when so executed, shall constitute a binding original, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile signatures or signatures sent by email shall be deemed original signatures and shall be binding.

11.15 Good Faith. The Parties agree that they will act in good faith to promote the consummation of this Settlement and achievement of an Effective Date and will not engage in any conduct that will or may frustrate the purpose of this Agreement.

11.16 Binding on Successors. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Class Representatives, Class Members, and Lenders.

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11.17 Arm's-Length Negotiations. The determination of the terms and conditions contained herein and the drafting of the provisions of this Agreement have been by mutual understanding after negotiation, with consideration by, and participation of, the Parties hereto and their counsel.

11.18 Waiver. All parties to the Settlement Agreement will expressly waive any and all rights they may have under any statute or common law principle that would limit the effect of the Release herein to those claims relating to the putative class action that were actually known to exist, or that the parties should have known to exist, at the time of execution of this Agreement or that might have materially affected this Agreement.

11.19 Taxes. No opinion concerning the tax consequences of the Agreement to any Class Representatives or Class Member is given or will be given by Lenders, Lenders' counsel, or Settlement Class Counsel; nor is any Party or their counsel providing any representation or guarantee regarding the tax consequences of the Agreement as to any Class Representatives or Class Member. Each Plaintiff and Class Member is responsible for his/her/its tax reporting and other obligations respecting the Agreement, if any.

11.20 Retention of Jurisdiction. The Court shall retain exclusive jurisdiction with respect to the implementation and enforcement of the terms of this Agreement, and all Parties and the Class Members hereto submit to the jurisdiction of the Court only for purposes of implementing and enforcing the agreements embodied in this Agreement.

11.21 Attorneys' Fees. Notwithstanding any of the provisions herein, if any party finds it necessary to institute legal proceedings to enforce another party's obligation under this

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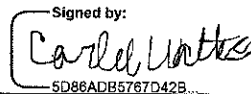
Agreement, the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

11.22 Support from the Parties. After a full investigation, discovery and arm's-length negotiations, and after considering the risks and costs of further litigation, Class Representatives and Settlement Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, adequate, and equitable, and that this Settlement is in the best interest of the Class Members. Lenders and their counsel agree that the settlement is fair, adequate, and reasonable in light of the merits and risks of the case. While continuing to deny all allegations of wrongdoing and disclaiming any liability with respect to any and all claims, Lenders consider it desirable to resolve the controversy on the terms stated herein and have therefore determined that this Settlement is in their best interests. The Parties further agree that they shall support motions for entry of the Preliminary Approval Order and Final Approval Order.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

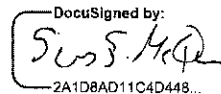
9/24/2024
DATED: _____, 2024

CLASS REPRESENTATIVE

Signed by:

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9/24/2024
DATED: _____, 2024

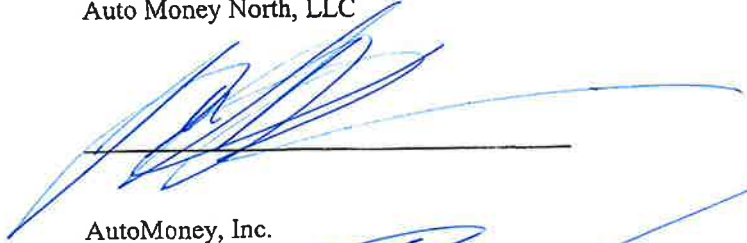
CLASS REPRESENTATIVE

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For Settlement Purposes Only

DATED: 9/24, 2024

Auto Money North, LLC



DATED: 9/24, 2024

AutoMoney, Inc.



DATED: 9/24, 2024

Brown, Faucher, Peraldo & Benson PLLC



DATED: 09.24, 2024

Counsel for Auto Money North, LLC



DATED: 9/24, 2024

Counsel for AutoMoney, Inc.

