

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA**

UNITED STATES OF AMERICA,
STATE OF COLORADO,
STATE OF IDAHO,
COMMONWEALTH OF PENNSYLVANIA,
STATE OF TEXAS,
COMMONWEALTH OF VIRGINIA,
STATE OF WASHINGTON,
and
STATE OF WEST VIRGINIA,

Plaintiffs,

v.

SPRINGLEAF HOLDINGS, INC.,
ONEMAIN FINANCIAL HOLDINGS, LLC,
and
CITIFINANCIAL CREDIT COMPANY,

Defendants.

CASE NO.:

JUDGE:

ASSET PRESERVATION STIPULATION AND ORDER

It is hereby stipulated and agreed by and between the undersigned parties, subject to approval and entry by the Court, that:

I. Definitions

As used in this Asset Preservation Stipulation and Order:

A. "Acquirer" means Lendmark or another entity to which Defendants divest the Divestiture Assets.

B. "Springleaf" means Defendant Springleaf Holdings, Inc., a Delaware corporation with its headquarters in Evansville, Indiana, and its successors, assigns, subsidiaries, divisions,

groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

C. “OneMain” means Defendant OneMain Financial Holdings, LLC, a Delaware limited liability company with its headquarters in Baltimore, Maryland, and its successors, assigns, subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

D. “CitiFinancial” means Defendant CitiFinancial Credit Company, a Delaware corporation with its headquarters in Dallas, Texas, that is a wholly owned subsidiary of Citigroup and the holding company of OneMain.

E. “Lendmark” means Lendmark Financial Services, LLC, a Georgia limited liability company with its headquarters in Covington, Georgia, its successors and assigns, and its subsidiaries, divisions, groups, affiliates, partnerships and joint ventures, and their directors, officers, managers, agents, and employees.

F. “Divestiture Branches” means the Springleaf branches identified in the Attachment to the proposed Final Judgment.

G. “Divestiture Assets” means the Divestiture Branches, including, but not limited to:

- (1) All real property and improvements, equipment, fixed assets, personal property, office furniture, materials, and supplies; all licenses, permits and authorizations issued by any governmental organization to the extent permitted by such governmental organization; and all contracts, leases and agreements related to the Divestiture Branches.

- (2) All active loans originated or serviced at the Divestiture Branches; all insurance and other ancillary products sold in conjunction with such loans; all loan documents, records, files, current and past customer information, accounts, and agreements related to such loans and ancillary products; all historical performance information (including account-level payment histories) and all customers' credit scores and other credit metrics with respect to loans that are active, closed, paid-off, or defaulted that have been originated or serviced at the Divestiture Branches at any point since January 1, 2010.
- (3) In the event that Lendmark is not the Acquirer, at the Acquirer's option, all tangible and intangible assets related to Springleaf's back office and technical support for loan origination, underwriting, and servicing at the Divestiture Branches, including, but not limited to, all equipment and fixed assets; all patents, licenses and sublicenses, intellectual property, technical information, computer software and related documentation, know-how, and trade secrets; and all manuals and technical information Springleaf provides to its own employees.

II. Objectives

The proposed Final Judgment filed in this case is meant to ensure Springleaf's prompt divestiture of the Divestiture Assets for the purpose of remedying the loss of competition alleged in the Complaint. This Asset Preservation Stipulation and Order ensures that, until such divestiture required by the proposed Final Judgment has been accomplished, the Divestiture Assets will remain as economically viable, competitive, and saleable assets and that Springleaf will preserve and maintain the Divestiture Assets.

III. Jurisdiction and Venue

The Court has jurisdiction over the subject matter of this action and over each of the parties hereto, and venue of this action is proper in the United States District Court for the District of Columbia. Defendants waive service of summons of the Complaint.

IV. Compliance with and Entry of the Proposed Final Judgment

A. The parties stipulate that a Final Judgment in the form attached hereto as Exhibit A may be filed with and entered by the Court, upon the motion of any party or upon the Court's own motion, at any time after compliance with the requirements of the Antitrust Procedures and Penalties Act ("APPA"), 15 U.S.C. § 16, and without further notice to any party or other proceedings, provided that the United States has not withdrawn its consent, which it may do at any time before the entry of the proposed Final Judgment by serving notice thereof on the Defendants and by filing that notice with the Court. Springleaf agrees to arrange, at its expense, publication as quickly as possible of the newspaper notice required by the APPA, which shall be drafted by the United States, in its sole discretion. The publication shall be arranged no later than three business days after Springleaf's receipt from the United States of the text of the notice and the identity of the newspaper within which the publication shall be made. Springleaf shall promptly send to the United States (1) confirmation that publication of the newspaper notice has been arranged, and (2) the certification of the publication prepared by the newspaper within which the notice was published.

B. Defendants shall abide by and comply with the provisions of the proposed Final Judgment pending the proposed Final Judgment's entry by the Court, or until expiration of time for all appeals of any Court ruling declining entry of the proposed Final Judgment and shall,

from the date of the signing of this Asset Preservation Stipulation and Order by the parties, comply with all the terms and provisions of the proposed Final Judgment. The United States shall have the full rights and enforcement powers in the proposed Final Judgment, including Section XI, as though the same were in full force and effect as the Final Order of the Court.

C. Defendants shall not consummate the transaction sought to be enjoined by the Complaint herein before the Court has signed this Asset Preservation Stipulation and Order.

D. This Asset Preservation Stipulation and Order shall apply with equal force and effect to any amended proposed Final Judgment agreed upon in writing by the parties and submitted to the Court.

E. In the event (1) the United States has withdrawn its consent, as provided in Paragraph IV(A) above, or (2) the proposed Final Judgment is not entered pursuant to this Asset Preservation Stipulation and Order, the time has expired for all appeals of any court ruling declining entry of the proposed Final Judgment, and the Court has not otherwise ordered continued compliance with the terms and provisions of the proposed Final Judgment, then the parties are released from all further obligations under this Asset Preservation Stipulation and Order, and the making of this Asset Preservation Stipulation and Order shall be without prejudice to any party in this or any other proceeding.

F. Defendants represent that the divestiture ordered in the proposed Final Judgment can and will be made, and that Defendants will later raise no claim of mistake, hardship or difficulty of compliance as grounds for asking the Court to modify any of the provisions contained therein.

V. Asset Preservation Provisions

Until the divestiture required by the proposed Final Judgment has been accomplished:

A. Springleaf shall preserve, maintain, and continue to operate each Divestiture Branch as an ongoing, economically viable, competitive business. Within twenty (20) days after the entry of the Asset Preservation Stipulation and Order, Defendants will inform the United States of the steps they have taken to comply with this Asset Preservation Stipulation and Order.

B. Springleaf shall provide sufficient working capital and lines and sources of credit to continue to operate each Divestiture Branch as an ongoing, economically viable, and competitive business.

C. Springleaf shall not, except as part of a divestiture approved by the United States in accordance with the terms of the proposed Final Judgment, remove, sell, lease, assign, transfer, pledge or otherwise dispose of any of the Divestiture Assets, provided that Springleaf may pledge or assign loans in connection with ordinary course financing consistent with past practices, to the extent it retains the ability to timely terminate any such pledge or assignment and transfer such loan to the Acquirer free and clear of any such pledge or assignment in satisfaction of the divestiture obligations set forth in the proposed Final Judgment. Springleaf shall not terminate (except for cause) any full-time employee at any Divestiture Branch and shall not transfer or reassign any full-time employee at any Divestiture Branch to other areas within the company except for transfer bids initiated by employees pursuant to Springleaf's regular, established job-posting policy. Springleaf shall provide the United States with ten (10) calendar days' notice of such transfer.

D. Springleaf shall use all reasonable efforts to maintain and increase the loan originations and revenues of each Divestiture Branch, and shall maintain at actual 2015 levels or previously approved levels for 2016, whichever are higher, all operational, marketing, sales, technical, customer-service, loan-underwriting and collection standards and support. Springleaf shall provide all support services at each Divestiture Branch required for such branch to operate as an ongoing, economically viable, and competitive business.

E. Springleaf shall preserve all existing relationships of each loan customer, and others having business relationships with any of the Divestiture Branches, in accordance with current practice. Springleaf shall not transfer or reassign any loan relationships at any Divestiture Branch to other areas within the company, except for transfers made pursuant to Springleaf's regular, established business practice. Springleaf shall provide the United States with ten (10) calendar days' notice of such transfer.

F. Defendants shall take no action that would jeopardize, delay, or impede the sale of the Divestiture Assets. Springleaf shall maintain, in accordance with sound accounting principles, accurate and complete financial ledgers, books and records that report on a periodic basis, such as the last business day of every month, consistent with past practices, the assets, liabilities, expenses, revenues and income of the Divestiture Assets.

G. Defendants shall take no action that would interfere with (1) the ability of any trustee appointed pursuant to Section V the Final Judgment to complete the divestitures pursuant to the Final Judgment to an Acquirer(s) acceptable to the United States or (2) the ability of any trustee appointed pursuant to Section X of the Final Judgment to carry out the monitoring activities provided by that Section.

H. Springleaf shall appoint a person or persons to oversee the Divestiture Assets, who also will be responsible for Springleaf's compliance with this section. Such person or persons shall have complete managerial responsibility for the Divestiture Branches, subject to the provisions of this Final Judgment. In the event such person is unable to perform such duties, Springleaf shall appoint, subject to the approval of the United States, a replacement within ten (10) working days. Should Springleaf fail to appoint a replacement acceptable to the United States within this time period, the United States shall appoint a replacement.

VI. Duration of Asset Preservation Obligations

Defendants' obligations under Section V of this Asset Preservation Stipulation and Order shall remain in effect until (1) consummation of the divestitures required by the proposed Final Judgment or (2) until further order of the Court. If the United States voluntarily dismisses the Complaint in this matter, Defendants are released from all further obligations under this Asset Preservation Stipulation and Order.

Dated: November 13, 2015

Respectfully submitted,

FOR PLAINTIFF UNITED STATES OF AMERICA:



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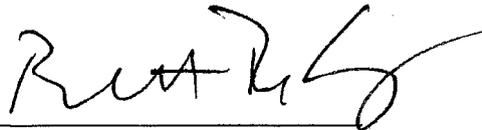
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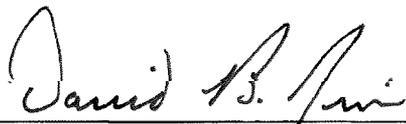
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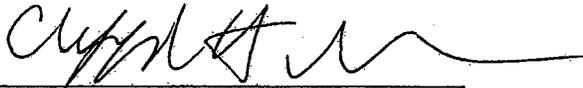
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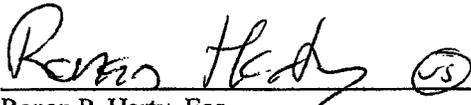
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ORDER

IT IS SO ORDERED by the Court, this ____ day of _____, 2015.

United States District Judge