

SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

SCHEDULE 13D
(Rule 13d-101)

**INFORMATION TO BE INCLUDED IN STATEMENTS FILED PURSUANT
TO RULE 13d-1(a) AND AMENDMENTS THERETO FILED PURSUANT TO
RULE 13d-2(a)**

(Amendment No. 2)*

Green Dot Corporation
(Name of Issuer)

Class A Common Stock, par value \$0.001 per share
(Title of Class of Securities)

39304D102
(CUSIP Number)

JEFFREY B. OSHER
HARVEST CAPITAL STRATEGIES LLC
600 Montgomery Street, Suite 1700
San Francisco, California 94111
(415) 869-4433

STEVE WOLOSKY, ESQ.
ANDREW FREEDMAN, ESQ.
OLSHAN FROME WOLOSKY LLP
Park Avenue Tower
65 East 55th Street
New York, New York 10022
(212) 451-2300
(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

March 14, 2016
(Date of Event Which Requires Filing of This Statement)

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the *Notes*).

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of Rule 13d-1(e), 13d-1(f) or 13d-1(g), check the following box o.

Note. Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See Rule 13d-7 for other parties to whom copies are to be sent.

(Continued on following pages)

1	NAME OF REPORTING PERSONS JEFFREY B. OSHER	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO, PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,899,065
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 3,899,065
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,899,065*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.8%*	
14	TYPE OF REPORTING PERSON IN	

*Includes 500,000 Shares underlying call options exercisable within 60 days hereof.

1	NAME OF REPORTING PERSONS HARVEST SMALL CAP PARTNERS MASTERS, LTD	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) o (b) o	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION CAYMAN ISLANDS	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,740,024
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,740,024
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,740,024*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES o	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 3.5%*	
14	TYPE OF REPORTING PERSON CO	

*Includes 285,500 Shares underlying call options exercisable within 60 days hereof.

1	NAME OF REPORTING PERSONS HARVEST SMALL CAP PARTNERS, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 1,309,976
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 1,309,976
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 1,309,976*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 2.6%*	
14	TYPE OF REPORTING PERSON PN	

*Includes 214,500 Shares underlying call options exercisable within 60 days hereof.

1	NAME OF REPORTING PERSONS HSCP STRATEGIC I, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 702,065
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 702,065
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 702,065	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 1.4%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSONS HARVEST FINANCIAL PARTNERS, LP	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 49,466
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 49,466
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 49,466	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON PN	

1	NAME OF REPORTING PERSONS HARVEST CAPITAL STRATEGIES LLC	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS WC, OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION DELAWARE	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 3,863,705
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 3,863,705
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 3,863,705*	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 7.7%*	
14	TYPE OF REPORTING PERSON IA	

*Includes 500,000 Shares underlying call options exercisable within 60 days hereof.

1	NAME OF REPORTING PERSONS DONALD DESTINO	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS OO	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 111,640
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 111,640
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 111,640	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSONS CRAIG BAUM	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 7,500
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 7,500
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 7,500	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSONS	
	SATURNINO FANLO	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
	PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION	
	USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 4,000
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 4,000
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,000	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSONS GEORGE W. GRESHAM	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER - 0 -
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER - 0 -
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON - 0 -	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 0%	
14	TYPE OF REPORTING PERSON IN	

1	NAME OF REPORTING PERSONS	
	PHILIP B. LIVINGSTON	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP* (a) <input type="radio"/> (b) <input type="radio"/>	
3	SEC USE ONLY	
4	SOURCE OF FUNDS PF	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEM 2(d) OR 2(e) <input type="checkbox"/>	
6	CITIZENSHIP OR PLACE OF ORGANIZATION USA	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 4,050
	8	SHARED VOTING POWER - 0 -
	9	SOLE DISPOSITIVE POWER 4,050
	10	SHARED DISPOSITIVE POWER - 0 -
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 4,050	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES <input type="radio"/>	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) Less than 1%	
14	TYPE OF REPORTING PERSON IN	

The following constitutes Amendment No. 2 to the Schedule 13D filed by the undersigned (“Amendment No. 2”). This Amendment No. 2 amends the Schedule 13D as specifically set forth herein. As of the close of business on March 15, 2016, the Reporting Persons collectively beneficially owned an aggregate of 4,026,255 Shares, constituting approximately 8.0% of the Shares outstanding.

Item 2. Identity and Background.

Item 2 is hereby amended and restated to read as follows:

- (a) This statement is filed by:
- (i) Harvest Small Cap Partners Masters, Ltd, an exempted company organized under the laws of the Cayman Islands (“Harvest Small Cap Masters”), with respect to the Shares directly and beneficially owned by it;
 - (ii) Harvest Small Cap Partners, LP, a Delaware limited partnership (“Harvest Small Cap”), with respect to the Shares directly and beneficially owned by it;
 - (iii) HSCP Strategic I, LP, a Delaware limited partnership (“HSCP Strategic”), with respect to the Shares directly and beneficially owned by it;
 - (iv) Harvest Financial Partners, LP, a Delaware limited partnership (“Harvest Financial”), with respect to the Shares directly and beneficially owned by it;
 - (v) Harvest Capital Strategies LLC, a Delaware limited liability company (“Harvest Capital”), as the investment manager of Harvest Small Cap Masters and the investment adviser to certain managed accounts (the “Harvest Capital Accounts”) and as the general partner of each of Harvest Small Cap, HSCP Strategic and Harvest Financial;
 - (vi) Jeffrey B. Osher, as a managing director of Harvest Capital and portfolio manager of each of Harvest Small Cap Masters, Harvest Small Cap, and HSCP Strategic, and as the beneficial owner of the Shares held in certain family accounts (the “Osher Family Accounts”);
 - (vii) Donald Destino, as a managing director of Harvest Capital and portfolio manager of Harvest Financial and as the manager of the Harvest Capital Accounts;
 - (viii) Craig Baum, with respect to the Shares directly owned by him and as a managing director of Harvest Capital;
 - (ix) Saturnino Fanlo, as a nominee for the Board of Directors of the Issuer (the “Board”);

- (x) George W. Gresham, as a nominee for the Board; and
- (xi) Philip B. Livingston, as a nominee for the Board.

Each of the foregoing is referred to as a “Reporting Person” and collectively as the “Reporting Persons.” Each of the Reporting Persons is party to that certain Joint Filing and Solicitation Agreement, as further described in Item 6. Accordingly, the Reporting Persons are hereby filing a joint Schedule 13D.

(b) The address of the principal office of each of Harvest Small Cap Masters, Harvest Small Cap, HSCP Strategic, Harvest Financial, Harvest Capital and Messrs. Osher, Destino and Baum is 600 Montgomery Street, Suite 1700, San Francisco, California 94111. The officers and directors of Harvest Small Cap Masters and their principal occupations and business addresses are set forth on Schedule A and are incorporated by reference in this Item 2. The principal business address of Mr. Fanlo is c/o Social Finance, Inc., 1 Letterman Drive, Building A, Suite 4700, San Francisco, California 94129. The principal business address of Mr. Gresham is 2355 East Orangewood Avenue, Phoenix, Arizona 85020. The principal business address of Mr. Livingston is 7145 Cedarwood Circle, Boulder, Colorado 80301.

(c) The principal business of each of Harvest Small Cap Masters, Harvest Small Cap, HSCP Strategic, and Harvest Financial is investing in securities. Harvest Capital is a registered investment adviser with the Securities and Exchange Commission and serves as the investment adviser to the Harvest Capital Accounts and as the investment manager of Harvest Small Cap Masters. Harvest Capital also serves as the general partner of each of Harvest Small Cap, HSCP Strategic and Harvest Financial. Each of Messrs. Osher, Destino and Baum is a managing director of Harvest Capital. The principal occupation of Mr. Fanlo is serving as President and Chief Financial Officer of Social Finance, Inc. (a/k/a SoFi), a marketplace lender and financial services company. The principal occupation of Mr. Gresham is serving as owner and Chief Executive Officer of Granite Reef Advisers, Inc., an advisory firm focused on providing third-party clients assistance in the evaluation and consideration of acquisition targets or in the executional efforts surrounding company dispositions, and as a member of the Board of Directors of BluePay, Inc., a provider of technology-enabled merchant processing services. The principal occupation of Mr. Livingston is serving as Chief Operating Officer of UASUSA, a manufacturer of commercial drones, and as a director of each of Ambassadors Group, Inc., a provider of educational travel experiences and online educational research materials and Rand Worldwide, Inc., an operator of technology and professional services providers to the engineering community.

(d) No Reporting Person, nor any person listed on Schedule A, annexed hereto, has, during the last five (5) years, been convicted in a criminal proceeding (excluding traffic violations or similar misdemeanors).

(e) No Reporting Person, nor any person listed on Schedule A, annexed hereto, has, during the last five (5) years, been party to a civil proceeding of a judicial or administrative body of competent jurisdiction and as a result of such proceeding was or is subject to a judgment, decree or final order enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or finding any violation with respect to such laws.

(f) Each of Messrs. Osher, Destino, Baum, Fanlo, Gresham and Livingston is a citizen of the United States of America. The citizenship of the persons listed on Schedule A is set forth therein.

Item 3. Source and Amount of Funds or Other Consideration.

Item 3 is hereby amended and restated to read as follows:

The Shares purchased by each of Harvest Small Cap Masters, Harvest Small Cap, HSCP Strategic, Harvest Financial, and held in the Harvest Capital Accounts were purchased with working capital (which may, at any given time, include margin loans made by brokerage firms in the ordinary course of business) in open market purchases, except as otherwise noted, as set forth in Schedule B, which is incorporated by reference herein. The aggregate purchase price of the 1,454,524 Shares beneficially owned by Harvest Small Cap Masters is approximately \$24,361,312, including brokerage commissions. The aggregate purchase price of certain call options exercisable into 285,500 Shares beneficially owned by Harvest Small Cap Masters is approximately \$802,374, including brokerage commissions. The aggregate purchase price of the 1,095,476 Shares beneficially owned by Harvest Small Cap is approximately \$18,349,109, including brokerage commissions. The aggregate purchase price of certain call options exercisable into 214,500 Shares beneficially owned by Harvest Small Cap is approximately \$602,834, including brokerage commissions. The aggregate purchase price of the 702,065 Shares beneficially owned by HSCP Strategic is approximately \$15,128,982, including brokerage commissions. The aggregate purchase price of the 49,466 Shares beneficially owned by Harvest Financial is approximately \$868,821, including brokerage commissions. The aggregate purchase price of the 62,174 Shares held in the Harvest Capital Accounts is approximately \$1,065,704, including brokerage commissions. The Shares held in the Osher Family Accounts were purchased in the open market with personal funds. The aggregate purchase price of the 147,000 Shares held in the Osher Family Accounts is approximately \$2,317,255, including brokerage commissions. The Shares purchased by each of Messrs. Baum, Fanlo, and Livingston were purchased in the open market with personal funds. The aggregate purchase price of the 7,500 Shares beneficially owned by Mr. Baum is approximately \$131,359, including brokerage commissions. The aggregate purchase price of the 4,000 Shares beneficially owned by Mr. Fanlo is approximately \$87,102, including brokerage commissions. The aggregate purchase price of the 4,050 Shares beneficially owned by Mr. Livingston is approximately \$74,891, including brokerage commissions.

Item 4. Purpose of Transaction

Item 4 is hereby amended to add the following:

On March 14, 2016, Harvest Small Cap Masters (together with its affiliates, "Harvest") delivered a letter to the Issuer nominating Saturnino Fanlo, George W. Gresham, and Philip B. Livingston (the "Nominees") for election to the Board at the 2016 annual meeting of stockholders (the "2016 Annual Meeting"). Harvest believes that change to the composition of the Board is warranted given the qualifications of its Nominees, as evidenced by their bios below, as well as the prolonged underperformance of the Issuer. The Nominees are highly qualified candidates with relevant credentials and industry experience who Harvest believes can be extremely helpful in evaluating and executing on initiatives to unlock value at the Issuer.

Saturnino "Nino" Fanlo has over 30 years of industry experience in financial services, banking, and capital markets. Since 2012, Mr. Fanlo has served as President and Chief Financial Officer of Social Finance, Inc. (a/k/a "SoFi"), a marketplace lender and financial services company with over \$8 billion in loans funded to date. Prior to SoFi, Mr. Fanlo served as Senior Advisor at Golden Gate Capital, a San Francisco-based private equity firm, from 2009 to 2011. Previously, Mr. Fanlo was a Partner at Kohlberg Kravis Roberts & Co. (currently KKR & Co. L.P.), where he led the Company's fixed income business and served as Chief Executive Officer and a director of NYSE listed KKR Financial Holdings LLC, from 2004 to 2008. Prior to KKR, Mr. Fanlo served in prominent positions for 10 years at Wells Fargo & Company ("Wells Fargo"), including Executive Vice President and Treasurer from July 2000 to June 2004. As Treasurer of Wells Fargo, Mr. Fanlo was responsible for overseeing the firm's investment portfolio, Treasury regulatory matters, dividend policy, and rating agency interaction. Mr. Fanlo founded the Principal Investments Group and Sutter Advisors LLC, a registered investment advisor and wholly-owned subsidiary of Wells Fargo. Previously, Mr. Fanlo served as Vice President at Goldman Sachs Group, Inc., from 1990 to 1995, where he was responsible for the Commercial Mortgage Backed Securities desk. Mr. Fanlo's prior investment banking and asset management experience also include roles at Credit Suisse Group AG, Metropolitan Life Insurance Company and Australian Capital Equity Pty Ltd. Mr. Fanlo earned his B.A. in Economics from Haverford College.

George W. Gresham has an outstanding background in the payments and financial services industries, serving as the chief financial officer of three publicly traded companies. Mr. Gresham has extensive experience building, leading, and advising enterprises through complex transactions, restructurings, international expansion, capital market transactions and changing regulatory landscapes. From May 2010 through June 2013, Mr. Gresham served as the Chief Financial Officer and Executive Vice President of NetSpend Holdings, Inc. (“NetSpend”), a provider of general purpose reloadable prepaid accounts, where he played an integral role in the successful \$1.4 billion sale of NetSpend to Total System Services, Inc. in June 2013. From February 2008 to May 2010, Mr. Gresham served as Chief Financial Officer and Executive Vice President of Global Cash Access, Inc. (n/k/a Everi Holdings Inc.), which was a \$700 million multinational enterprise engaged in providing specialty merchant payment processing solutions to operators of gaming properties. From May 2002 until October 2007, Mr. Gresham served as Chief Financial Officer, Chief Administrative Officer and Executive Vice President of eFunds Corporation, a company that specialized in providing multinational enterprises with complex payment and payments-related technology solutions. Mr. Gresham also served as the Chairman of eFunds’ Operating Committee responsible for running the day-to-day operations and overseeing operational and financial performance. eFunds was acquired by Fidelity National Information Systems in September 2007 for \$1.8 billion. Most recently, Mr. Gresham has been the Chief Executive Officer and owner of Granite Reef Advisers, Inc., an advisory firm focused on providing third-party clients assistance in the evaluation of acquisition targets and in exploring company dispositions. Mr. Gresham has served on the Board of Directors and as Chairman of the Audit Committee of BluePay, Inc., a provider of technology-enabled merchant processing services, since July 2013. He previously served on the Board of Directors and as Chairman of the Audit Committee of Sterling Backcheck, Inc., an international provider of background checks and employment screening services. From 1991 through 2002, Mr. Gresham served in various positions with Deloitte LLP. Mr. Gresham earned a B.S. in Accountancy from Northern Arizona University and an M.B.A. from the Thunderbird School of Global Management.

Philip Livingston has extensive public and private company experience as both an operating executive and board member. Mr. Livingston has a proven track record of helping to guide companies with operating challenges, which has made him a sought-after turnaround executive and shareholder-appointed Board representative. During his twenty-five year career as a public company executive, Mr. Livingston has served both as a director and the audit committee chairman for Broadsoft Corporation, Insurance Auto Auction, Cott Corporation, MSC Software, and Seitel Inc. Mr. Livingston’s significant operating experience includes serving as Chief Financial Officer for Celestial Seasonings, Inc., Catalina Marketing Corporation, and World Wrestling Entertainment. He most recently served as Chief Executive Officer and a director of Ambassadors Group, from May 2014 to October 2015. Prior to joining Ambassadors Group, he was Chief Executive Officer of LexisNexis Web Based Marketing Solutions. From 1999 to 2003, he served as President of Financial Executives International, the leading professional association of chief financial officers and controllers. In that role he led the organization’s support of regulatory and corporate governance reforms culminating in the Sarbanes-Oxley Act. Mr. Livingston’s earlier career included positions in financial management and auditing with Genentech, Inc. and Ernst & Young, where he earned his CPA. Mr. Livingston earned a B.A. in Business Management and a B.S. in Government and Politics from the University of Maryland and a M.B.A. in Finance and Accounting from the University of California, Berkeley.

The Reporting Persons have engaged, and intend to continue to engage, in discussions with management and the Board of the Issuer regarding corporate strategy and Board representation and the composition of the Issuer's Board, generally.

Item 5. Interest in Securities of the Issuer.

Items 5(a) – 5(c) are hereby amended and restated to read as follows:

The aggregate percentage of Shares reportedly owned by each person named herein is based upon 50,113,873 Shares outstanding, as of January 31, 2016, which is the total number of Shares outstanding as reported in the Issuer's Annual Report on Form 10-K filed with the Securities and Exchange Commission on February 29, 2016.

A. Harvest Small Cap Masters

- (a) As of the close of business on March 15, 2016, Harvest Small Cap Masters beneficially owned 1,740,024 Shares, including 285,500 Shares underlying certain call options that are exercisable within 60 days hereof.

Percentage: Approximately 3.5%

- (b)
1. Sole power to vote or direct vote: 1,740,024
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 1,740,024
 4. Shared power to dispose or direct the disposition: 0

- (c) Harvest Small Cap Masters has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D.

B. Harvest Small Cap

- (a) As of the close of business on March 15, 2016, Harvest Small Cap beneficially owned 1,309,976 Shares, including 214,500 Shares underlying certain call options that are exercisable within 60 days hereof.

Percentage: Approximately 2.6%

- (b)
1. Sole power to vote or direct vote: 1,309,976
 2. Shared power to vote or direct vote: 0
 3. Sole power to dispose or direct the disposition: 1,309,976
 4. Shared power to dispose or direct the disposition: 0

- (c) Harvest Small Cap has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D.

C. HSCP Strategic

- (a) As of the close of business on March 15, 2016, HSCP Strategic beneficially owned 702,065 Shares.

Percentage: Approximately 1.4%

- (b) 1. Sole power to vote or direct vote: 702,065
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 702,065
4. Shared power to dispose or direct the disposition: 0

- (c) The transactions in the Shares by HSCP Strategic since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule B and are incorporated herein by reference.

D. Harvest Financial

- (a) As of the close of business on March 15, 2016, Harvest Financial beneficially owned 49,466 Shares.

Percentage: Less than 1%

- (b) 1. Sole power to vote or direct vote: 49,466
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 49,466
4. Shared power to dispose or direct the disposition: 0

- (c) Harvest Financial has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D.

E. Harvest Capital

- (a) As of the close of business on March 15, 2016, 62,174 Shares were held in the Harvest Capital Accounts. Harvest Capital, as the investment manager of Harvest Small Cap Masters and the investment adviser to the Harvest Capital Accounts and as the general partner of each of Harvest Small Cap, HSCP Strategic and Harvest Financial, may be deemed the beneficial owner of the (i) 1,740,024 Shares owned by Harvest Small Cap Masters, (ii) 1,309,976 Shares owned by Harvest Small Cap, (iii) 702,065 Shares owned by HSCP Strategic, (iv) 49,466 Shares owned by Harvest Financial, and (v) 62,174 Shares held in the Harvest Capital Accounts.

Percentage: Approximately 7.7%

- (b) 1. Sole power to vote or direct vote: 3,863,705
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 3,863,705
4. Shared power to dispose or direct the disposition: 0

- (c) Harvest Capital has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares on behalf of HSCP Strategic since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule B and are incorporated herein by reference.

F. Mr. Osher

- (a) As of the close of business on March 15, 2016, 147,000 Shares were held in the Osher Family Accounts, which Mr. Osher may be deemed to beneficially own. In addition, Mr. Osher, as the portfolio manager of each of Harvest Small Cap Masters, Harvest Small Cap and HSCP Strategic and as a managing director of Harvest Capital, may be deemed the beneficial owner of the (i) 1,740,024 Shares owned by Harvest Small Cap Masters, (ii) 1,309,976 Shares owned by Harvest Small Cap, and (iii) 702,065 Shares owned by HSCP Strategic.

Percentage: Approximately 7.8%

- (b) 1. Sole power to vote or direct vote: 3,899,065
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 3,899,065
4. Shared power to dispose or direct the disposition: 0

- (c) Mr. Osher has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D. The transactions in the Shares on behalf of HSCP Strategic since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule B and are incorporated herein by reference.

G. Mr. Destino

- (a) Mr. Destino, as the portfolio manager of Harvest Financial and the manager of the Harvest Capital Accounts and as a managing director of Harvest Capital, may be deemed to be the beneficial owner of the (i) 49,466 Shares owned by Harvest Financial and (ii) 62,174 Shares held in the Harvest Capital Accounts.

Percentage: Less than 1%

- (b) 1. Sole power to vote or direct vote: 111,640
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 111,640
4. Shared power to dispose or direct the disposition: 0

- (c) Mr. Destino has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D.

H. Mr. Baum

- (a) As of the close of business on March 15, 2016, Mr. Baum directly owned 7,500 Shares

Percentage: Less than 1%

- (b) 1. Sole power to vote or direct vote: 7,500
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 7,500
4. Shared power to dispose or direct the disposition: 0

- (c) Mr. Baum has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D.

I. Mr. Fanlo

(a) As of the close of business on March 15, 2016, Mr. Fanlo directly owned 4,000 Shares.

Percentage: Less than 1%

(b) 1. Sole power to vote or direct vote: 4,000
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 4,000
4. Shared power to dispose or direct the disposition: 0

(c) The transactions in the Shares by Mr. Fanlo since the filing of Amendment No. 1 to the Schedule 13D are set forth in Schedule B and are incorporated herein by reference.

J. Mr. Gresham

(a) As of the close of business on March 15, 2016, Mr. Gresham did not own any Shares.

Percentage: 0%

(b) 1. Sole power to vote or direct vote: 0
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 0
4. Shared power to dispose or direct the disposition: 0

(c) Mr. Gresham has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D.

K. Mr. Livingston

(a) As of the close of business on March 15, 2016, Mr. Livingston directly owned 4,050 Shares.

Percentage: Less than 1%

(b) 1. Sole power to vote or direct vote: 4,050
2. Shared power to vote or direct vote: 0
3. Sole power to dispose or direct the disposition: 4,050
4. Shared power to dispose or direct the disposition: 0

(c) Mr. Livingston has not entered into any transactions in the Shares since the filing of Amendment No. 1 to the Schedule 13D

Each Reporting Person, as a member of a "group" with the other Reporting Persons for the purposes of Section 13(d)(3) of the Securities Exchange Act of 1934, as amended, may be deemed the beneficial owner of the Shares directly owned by the other Reporting Persons. Each Reporting Person disclaims beneficial ownership of such Shares except to the extent of his or its pecuniary interest therein.

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

Item 6 is hereby amended and restated to read as follows:

On March 16, 2016, the Reporting Persons entered into a Joint Filing and Solicitation Agreement in which, among other things, (a) the Reporting Persons agreed to the joint filing on behalf of each of them of statements on Schedule 13D with respect to the securities of the Issuer, (b) the Reporting Persons agreed to solicit proxies or written consents for the election of the Nominees at the 2016 Annual Meeting (the "Solicitation"), and (c) Harvest agreed to bear all expenses incurred in connection with the Solicitation, including approved expenses incurred by any of the parties in connection with the Solicitation. The Joint Filing and Solicitation Agreement is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

Pursuant to letter agreements, Harvest has agreed to indemnify each of the Nominees against claims arising from the Solicitation and any related transactions. A form of the indemnification letter agreement is attached hereto as Exhibit 99.2 and is incorporated herein by reference.

Harvest Small Cap Masters is long with respect to an aggregate of 285,500 Shares underlying American-style call options purchased in the over the counter market, which have an exercise price of \$15.00 per share and expire on September 16, 2016.

Harvest Small Cap is long with respect to an aggregate of 214,500 Shares underlying American-style call options purchased in the over the counter market, which have an exercise price of \$15.00 per share and expire on September 16, 2016.

Harvest Small Cap Masters is short with respect to an aggregate of 285,500 Shares underlying American-style call options sold in the over the counter market, which have an exercise price of \$20.00 per share and expire on September 16, 2016.

Harvest Small Cap is short with respect to an aggregate of 214,500 Shares underlying American-style call options sold in the over the counter market, which have an exercise price of \$20.00 per share and expire on September 16, 2016.

Harvest Financial is short with respect to an aggregate of 2,000 Shares underlying American-style call options sold in the over the counter market, which have an exercise price of \$20.00 per share and expire on March 18, 2016.

Item 7. Material to be Filed as Exhibits.

Item 7 is hereby amended to add the following exhibits:

- 99.1 Joint Filing and Solicitation Agreement by and among Harvest Small Cap Partners Masters, Ltd, Harvest Small Cap Partners, LP, HSCP Strategic I, LP, Harvest Financial Partners, LP, Harvest Capital Strategies LLC, Jeffrey B. Osher, Donald Destino, Craig Baum, Saturnino Fanlo, George W. Gresham, and Philip B. Livingston, dated March 16, 2016.
- 99.2 Form of Indemnification Letter Agreement.
- 99.3 Powers of Attorney.

SIGNATURES

After reasonable inquiry and to the best of his knowledge and belief, each of the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: March 16, 2016

Harvest Small Cap Partners Masters, Ltd

By: Harvest Capital Strategies LLC
Investment Manager

By: /s/ Jeffrey B. Osher

Name: Jeffrey B. Osher
Title: Managing Director

Harvest Small Cap Partners, LP

By: Harvest Capital Strategies LLC
General Partner

By: /s/ Jeffrey B. Osher

Name: Jeffrey B. Osher
Title: Managing Director

HSCP Strategic I, LP

By: Harvest Capital Strategies LLC
General Partner

By: /s/ Jeffrey B. Osher

Name: Jeffrey B. Osher
Title: Managing Director

Harvest Financial Partners, LP

By: Harvest Capital Strategies LLC
General Partner

By: /s/ Donald Destino

Name: Donald Destino
Title: Managing Director

Harvest Capital Strategies LLC

By: /s/ Jeffrey B. Osher

Name: Jeffrey B. Osher
Title: Managing Director

/s/ Jeffrey B. Osher

JEFFREY B. OSHER

Individually and as attorney-in-fact for Saturnino Fanlo,
George W. Gresham, and Philip B. Livingston

/s/ Donald Destino

DONALD DESTINO

/s/ Craig Baum

CRAIG BAUM

SCHEDULE A**Directors and Officers of Harvest Small Cap Partners Masters, Ltd**

<u>Name and Position</u>	<u>Principal Occupation</u>	<u>Principal Business Address</u>	<u>Citizenship</u>
Paul Stevenson	Accountant	Mintflower Place, 3 rd Floor 8 Par-la-Ville Road Hamilton HM08, Bermuda	Canada
Kevin Christopher Lynch	President and Chief Operating Officer of Harvest Capital Strategies LLC	600 Montgomery Street Suite 1700 San Francisco, California 94111	United States of America

SCHEDULE B**Transactions in the Shares Since the Filing of Amendment No. 1 to the Schedule 13D**

<u>Nature of the Transaction</u>	<u>Amount of Securities Purchased/(Sold)</u>	<u>Price (\$)</u>	<u>Date of Purchase/Sale</u>
<u>HSCP STRATEGIC I, LP</u>			
Purchase of Class A Common Stock	12,000	\$22.1893	03/08/2016
Purchase of Class A Common Stock	22,300	\$21.8946	03/09/2016
Purchase of Class A Common Stock	35,300	\$21.9058	03/10/2016
Purchase of Class A Common Stock	63,733	\$22.0825	03/11/2016
Purchase of Class A Common Stock	96,200	\$22.5391	03/14/2016
Purchase of Class A Common Stock	25,000	\$22.5165	03/15/2016
<u>SATURNINO FANLO</u>			
Purchase of Class A Common Stock	4,000	\$21.7700	03/07/2016

JOINT FILING AND SOLICITATION AGREEMENT

WHEREAS, certain of the undersigned are stockholders, direct or beneficial, of Green Dot Corporation, a Delaware corporation (the "Company");

WHEREAS, Harvest Small Cap Partners Masters, Ltd, Harvest Small Cap Partners, LP, HSCP Strategic I, LP, Harvest Financial Partners, LP, Harvest Capital Strategies LLC, Jeffrey B. Osher, Donald Destino, and Craig Baum (collectively, "Harvest"), and Saturnino Fanlo, George W. Gresham, and Philip B. Livingston, wish to form a group for the purpose of seeking representation on the Board of Directors of the Company (the "Board") at the 2016 annual meeting of stockholders of the Company (including any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof, the "2016 Annual Meeting") and for the purpose of taking all other action necessary to achieve the foregoing.

NOW, IT IS AGREED, this 16th day of March 2016 by the parties hereto:

1. In accordance with Rule 13d-1(k)(1)(iii) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), each of the undersigned (collectively, the "Group") agrees to the joint filing on behalf of each of them of statements on Schedule 13D, and any amendments thereto, with respect to the securities of the Company. Each member of the Group shall be responsible for the accuracy and completeness of his/its own disclosure therein, and is not responsible for the accuracy and completeness of the information concerning the other members, unless such member knows or has reason to know that such information is inaccurate.

2. So long as this agreement is in effect, each of the undersigned shall provide written notice to Olshan Frome Wolosky LLP ("Olshan") of (i) any of their purchases or sales of securities of the Company; or (ii) any securities of the Company over which they acquire or dispose of beneficial ownership. Notice shall be given no later than 24 hours after each such transaction.

3. Each of the undersigned agrees to form the Group for the purpose of (i) soliciting proxies or written consents for the election of the persons nominated by the Group to the Board at the 2016 Annual Meeting, (ii) taking such other actions as the parties deem advisable, and (iii) taking all other action necessary or advisable to achieve the foregoing.

4. Harvest shall have the right to pre-approve all expenses incurred in connection with the Group's activities and agrees to pay directly all such pre-approved expenses.

5. Each of the undersigned agrees that any SEC filing, press release or stockholder communication proposed to be made or issued by the Group or any member of the Group in connection with the Group's activities set forth in Section 3 shall be first approved by Harvest, or its representatives, which approval shall not be unreasonably withheld.

6. The relationship of the parties hereto shall be limited to carrying on the business of the Group in accordance with the terms of this Agreement. Such relationship shall be construed and deemed to be for the sole and limited purpose of carrying on such business as described herein. Nothing herein shall be construed to authorize any party to act as an agent for any other party, or to create a joint venture or partnership, or to constitute an indemnification. Nothing herein shall restrict any party's right to purchase or sell securities of the Company, as he/it deems appropriate, in his/its sole discretion, provided that all such sales are made in compliance with all applicable securities laws.

7. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument, which may be sufficiently evidenced by one counterpart.

8. In the event of any dispute arising out of the provisions of this Agreement or their investment in the Company, the parties hereto consent and submit to the exclusive jurisdiction of the Federal and State Courts in the State of New York.

9. Any party hereto may terminate his/its obligations under this Agreement on 24 hours' written notice to all other parties, with a copy by fax to Steve Wolosky at Olshan, Fax No. (212) 451-2222.

10. Each party acknowledges that Olshan shall act as counsel for both the Group and Harvest relating to their investment in the Company.

11. Each of the undersigned parties hereby agrees that this Agreement shall be filed as an exhibit to a Schedule 13D pursuant to Rule 13d-1(k)(1)(iii) under the Exchange Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Harvest Small Cap Partners Masters, Ltd

By: Harvest Capital Strategies LLC
Investment Manager

By: /s/ Jeffrey B. Osher

Name: Jeffrey B. Osher

Title: Managing Director

Harvest Small Cap Partners, LP

By: Harvest Capital Strategies LLC
General Partner

By: /s/ Jeffrey B. Osher

Name: Jeffrey B. Osher

Title: Managing Director

HSCP Strategic I, LP

By: Harvest Capital Strategies LLC
General Partner

By: /s/ Jeffrey B. Osher

Name: Jeffrey B. Osher

Title: Managing Director

Harvest Financial Partners, LP

By: Harvest Capital Strategies LLC
General Partner

By: /s/ Donald Destino

Name: Donald Destino

Title: Managing Director

Harvest Capital Strategies LLC

By: /s/ Jeffrey B. Osher
Name: Jeffrey B. Osher
Title: Managing Director

By: /s/ Jeffrey B. Osher
JEFFREY B. OSHER
Individually and as attorney-in-fact for Saturnino Fanlo, George W.
Gresham, and Philip B. Livingston

By: /s/ Donald Destino
DONALD DESTINO

By: /s/ Craig Baum
CRAIG BAUM

HARVEST CAPITAL STRATEGIES LLC
600 Montgomery Street, Suite 1700
San Francisco, California 94111

_____, 2016

Re: Green Dot Corporation

Dear _____:

Thank you for agreeing to serve as a nominee for election to the Board of Directors of Green Dot Corporation (the "Company") in connection with the proxy solicitation that Harvest Capital Strategies LLC and its affiliates (collectively, the "Harvest Capital Group") is considering undertaking to nominate and elect directors at the Company's 2016 annual meeting of stockholders, or any other meeting of stockholders held in lieu thereof, and any adjournments, postponements, reschedulings or continuations thereof (the "Harvest Capital Group Solicitation"). Your outstanding qualifications, we believe, will prove a valuable asset to the Company and all of its stockholders. This letter ("Agreement") will set forth the terms of our agreement.

The members of the Harvest Capital Group agree to jointly and severally indemnify and hold you harmless against any and all claims of any nature, whenever brought, arising from the Harvest Capital Group Solicitation and any related transactions, irrespective of the outcome; provided, however, that you will not be entitled to indemnification for claims arising from your gross negligence, willful misconduct, intentional and material violations of law, criminal actions or material breach of the terms of this agreement; provided further, that upon your becoming a director of the Company, this indemnification shall not apply to any claims made against you in your capacity as a director of the Company. This indemnification will include any and all losses, liabilities, damages, demands, claims, suits, actions, judgments, or causes of action, assessments, costs and expenses, including, without limitation, interest, penalties, reasonable attorneys' fees, and any and all reasonable costs and expenses incurred in investigating, preparing or defending against any litigation, commenced or threatened, any civil, criminal, administrative or arbitration action, or any claim whatsoever, and any and all amounts paid in settlement of any claim or litigation asserted against, resulting, imposed upon, or incurred or suffered by you, directly or indirectly, as a result of or arising from the Harvest Capital Group Solicitation and any related transactions (each, a "Loss").

In the event of a claim against you pursuant to the prior paragraph or the occurrence of a Loss, you shall give the Harvest Capital Group prompt written notice of such claim or Loss (provided that failure to promptly notify the Harvest Capital Group shall not relieve us from any liability which we may have on account of this Agreement, except to the extent we shall have been materially prejudiced by such failure). Upon receipt of such written notice, the Harvest Capital Group will provide you with counsel to represent you. Such counsel shall be reasonably acceptable to you. In addition, you will be reimbursed promptly for all Losses suffered by you and as incurred as provided herein. The Harvest Capital Group may not enter into any settlement of loss or claim without your consent unless such settlement includes a release of you from any and all liability in respect of such claim.

You hereby agree to keep confidential and not disclose to any party, without the consent of the Harvest Capital Group, any confidential, proprietary or non-public information (collectively, "Information") of the Harvest Capital Group, its affiliates or any members of its Schedule 13D group which you have heretofore obtained or may obtain in connection with your service as a nominee hereunder. Notwithstanding the foregoing, Information shall not include any information that is publicly disclosed by the Harvest Capital Group, its affiliates or any members of its Schedule 13D Group or any information that you can demonstrate is now, or hereafter becomes, through no act or failure to act on your part, otherwise generally known to the public.

Notwithstanding the foregoing, if you are required by applicable law, rule, regulation or legal process to disclose any Information you may do so provided that you first promptly notify the Harvest Capital Group so that the Harvest Capital Group or any member thereof may seek a protective order or other appropriate remedy or, in the Harvest Capital Group's sole discretion, waive compliance with the terms of this Agreement. In the event that no such protective order or other remedy is obtained or the Harvest Capital Group does not waive compliance with the terms of this Agreement, you may consult with counsel at the cost of the Harvest Capital Group and you may furnish only that portion of the Information which you are advised by counsel is legally required to be so disclosed and you will request that the party(ies) receiving such Information maintain it as confidential.

All Information, all copies thereof, and any studies, notes, records, analysis, compilations or other documents prepared by you containing such Information, shall be and remain the property of the Harvest Capital Group and, upon the request of a representative of the Harvest Capital Group, all such information shall be returned or, at the Harvest Capital Group's option, destroyed by you, with such destruction confirmed by you to the Harvest Capital Group in writing.

This letter agreement shall be governed by the laws of the State of New York, without regard to the principles of the conflicts of laws thereof.

* * *

If you agree to the foregoing terms, please sign below to indicate your acceptance.

Very truly yours,

HARVEST CAPITAL STRATEGIES LLC

By: _____

Name: Jeffrey B. Osher

Title: Managing Director

ACCEPTED AND AGREED:

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Jeffrey B. Osher and Kevin C. Lynch, or any of them, the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Green Dot Corporation (the "Company") directly or indirectly beneficially owned by Harvest Capital Strategies LLC or any of its affiliates (collectively, the "Harvest Capital Group") and (ii) any proxy solicitation of the Harvest Capital Group to elect the Harvest Capital Group's slate of director nominees to the board of directors of the Company at the 2016 annual meeting of shareholders of the Company (the "Solicitation"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Harvest Capital Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
2. executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Securities Exchange Act of 1934 and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Harvest Capital Group;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Harvest Capital Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 7th day of March 2016.

/s/ Saturnino Fanlo
SATURNINO FANLO

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Jeffrey B. Osher and Kevin C. Lynch, or any of them, the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Green Dot Corporation (the "Company") directly or indirectly beneficially owned by Harvest Capital Strategies LLC or any of its affiliates (collectively, the "Harvest Capital Group") and (ii) any proxy solicitation of the Harvest Capital Group to elect the Harvest Capital Group's slate of director nominees to the board of directors of the Company at the 2016 annual meeting of shareholders of the Company (the "Solicitation"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Harvest Capital Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
2. executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Securities Exchange Act of 1934 and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Harvest Capital Group;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Harvest Capital Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 29th day of February 2016.

/s/ George W. Gresham
GEORGE W. GRESHAM

POWER OF ATTORNEY

Know all by these presents, that the undersigned hereby constitutes and appoints Jeffrey B. Osher and Kevin C. Lynch, or any of them, the undersigned's true and lawful attorney-in-fact to take any and all action in connection with (i) the undersigned's beneficial ownership of, or participation in a group with respect to, securities of Green Dot Corporation (the "Company") directly or indirectly beneficially owned by Harvest Capital Strategies LLC or any of its affiliates (collectively, the "Harvest Capital Group") and (ii) any proxy solicitation of the Harvest Capital Group to elect the Harvest Capital Group's slate of director nominees to the board of directors of the Company at the 2016 annual meeting of shareholders of the Company (the "Solicitation"). Such action shall include, but not be limited to:

1. executing for and on behalf of the undersigned any Schedule 13D, and amendments thereto, filed by the Harvest Capital Group that are required to be filed under Section 13(d) of the Securities Exchange Act of 1934 (the "Exchange Act") and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
2. executing for and on behalf of the undersigned all Forms 3, 4 and 5 required to be filed under Section 16(a) of the Securities Exchange Act of 1934 and the rules thereunder in connection with the undersigned's beneficial ownership of, or participation in a group with respect to, securities of the Company or the Solicitation;
3. executing for and on behalf of the undersigned all Joint Filing and Solicitation Agreements or similar documents pursuant to which the undersigned shall agree to be a member of the Harvest Capital Group;
4. performing any and all acts for and on behalf of the undersigned that may be necessary or desirable to complete and execute any such document, complete and execute any amendment or amendments thereto, and timely file such form with the United States Securities and Exchange Commission and any stock exchange or similar authority; and
5. taking any other action of any type whatsoever in connection with the Solicitation, including entering into any settlement agreement, that in the opinion of such attorney-in-fact, may be of benefit to, in the best interest of, or legally required by, the undersigned, it being understood that the documents executed by such attorney-in-fact on behalf of the undersigned pursuant to this Power of Attorney shall be in such form and shall contain such terms and conditions as such attorney-in-fact may approve in such attorney-in-fact's discretion.

The undersigned hereby grants to such attorney-in-fact full power and authority to do and perform any and every act and thing whatsoever requisite, necessary, or proper to be done in the exercise of any of the rights and powers herein granted, as fully to all intents and purposes as the undersigned might or could do if personally present, with full power of substitution or revocation, hereby ratifying and confirming all that such attorney-in-fact, or such attorney-in-fact's substitutes, shall lawfully do or cause to be done by virtue of this Power of Attorney and the rights and powers herein granted. The undersigned acknowledges that the foregoing attorneys-in-fact, in serving in such capacity at the request of the undersigned, is not assuming any of the undersigned's responsibilities to comply with Section 13(d), Section 16 or Section 14 of the Exchange Act.

This Power of Attorney shall remain in full force and effect until the undersigned is no longer a member of the Harvest Capital Group unless earlier revoked by the undersigned in a signed writing delivered to the foregoing attorneys-in-fact.

IN WITNESS WHEREOF, the undersigned has caused this Power of Attorney to be executed as of this 24th day of February 2016.

/s/ Philip B. Livingston
PHILIP B. LIVINGSTON
