

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferment Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferment Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferment Agreement.

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Its Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

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**Affidavit**

STATE OF NEVADA  
COUNTY OF Washoe

Title Loan Agreement No.: 14469-0160520  
Date: 4/10/2015

Customer Name: Tim McDonald  
Address: 1775 McKinley Drive  
Reno, NV 89509  
Co-Borrower Name:  
Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax  
Address:

900 W. 5th St  
Reno, NV 89503

Vehicle Information: VIN: 3GKFK16184G118654  
License Plate State and No: NV MX2726 Color: White Year: 2004 Make: GMC Model: Yukon

In this Affidavit ( "Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a Titlemax, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: (a) *The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, Tim McDonald, being first duly sworn, states as follows:

1. You have provided us with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and
2. You have the ability to repay the title loan.

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: 

Co-Borrower Signature: \_\_\_\_\_

**APP 001747**

# Message Me & Cell Verification

We want to keep you informed about your account information, promotional offers, & other news! Please let us know how we can stay in touch with you by initialing one of the lines below regarding texts from any TitleMax or TMX entity, including TitleBucks, InstaLoan, EquityAuto Loan, or US TitleLoan ("TMX").

**Message Me:** If you do not wish to receive account, sales, or marketing texts from us, you should not initial below.

## YES to Marketing & Account Messages

(initials)

By initialing to the left, you authorize TMX to contact you via text about account information and TMX marketing.

Mobile Number: \_\_\_\_\_

(xxx) xxx-xxxx

## YES to Account Messages

By initialing to the left, you authorize TMX to contact you via text about account information

Mobile Number: \_\_\_\_\_

(xxx) xxx-xxxx

**Cell Phone Verification:** If you do not wish to receive recurring text messages, please allow us to verify your cell phone number through text. Please confirm you agree to this verification by initialing one of the lines below:

**If you do not have a cell phone or do not allow us to verify your cell phone number, you agree to allow us to take a photograph of you at the time of the transaction. The photograph is only for verification of identity and will not be used for any other purpose.**

## YES to Cell Phone Verification

(initials)

By initialing to the left, you authorize TMX to verify your cell phone number through a two-text message verification process. Initialing to the left *will not* opt you into the recurring text program.

Mobile Number: \_\_\_\_\_

(xxx) xxx-xxxx

## NO to Cell Phone Verification and Text Messaging Program

(initials)

By initialing to the left, you *do not* authorize TMX to verify your phone number via text or opt you in to the text program.

**Opt Out Rights:** At any time, you may withdraw your consent to receive text messages by choosing the "opt-out" button on any text message you receive or replying "STOP" to any text. You can also send an email to [optout@titlemax.com](mailto:optout@titlemax.com), or call our customer service line at 1-800-804-5368. Please allow 3-5 business days for us to process your request.

**Acknowledgements:** You acknowledge and agree as follows: (a) you are not required to initial "Yes" to any of the above options in order to obtain credit through us; (b) any texts we send may be accessed by anyone with access to your texts; (c) your mobile phone service provider may charge you fees for texts that we send you; (d) TMX has no liability for the costs of any texts we send you; (e) any replies you send in response to text messages received from us, other than opt-out responses noted below, are not received by any TMX entity, and the information contained therein will not be communicated; (f) if you change your cell phone number, you will need to inform TMX of that change and sign a new consent in order to continue to receive text messages from us; and (g) you have received a copy of our Privacy Policy, which also may be found at [www.titlemax.biz/privacy-policy](http://www.titlemax.biz/privacy-policy).

Customer Name: Tim McDonald  
(Please Print)

Employee Name: Tim Henry  
(Please Print)

Customer Signature: Jim McDonald

Employee Signature: [Signature]

Date: 4/10/15

Store Name: Reno 2

Opt-In Confirmation Code: \_\_\_\_\_  
(for employee use only)



NEVADA

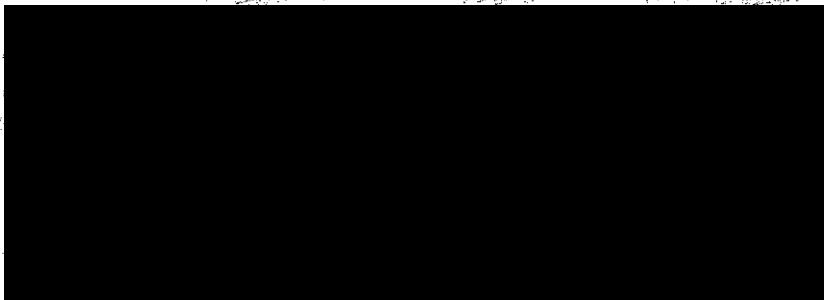
USA  
NV

DRIVER LICENSE



1 MCDONALD  
2 TIMOTHY PATRICK  
3 1775 MCKINLEY DR  
4 RENO, NV 89509-1226

155  
S. C  
12 R



*Tim McDonald*

**FACTS****WHAT DOES TMX FINANCE DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- payment history and transaction history
- credit history and assets

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TMX FINANCE chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TMX FINANCE share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

**To limit our sharing**

- Call 800-804-5368– our menu will prompt you through your choice(s).

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?**

Call 800-804-5368

<b>What do we do</b>	
<b>How does TMX FINANCE protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does TMX FINANCE collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ apply for a loan or give us your income information</li> <li>▪ open an account or provide employment information</li> <li>▪ show us your government-issued ID</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market you</li> <li>▪ sharing for nonaffiliates to market you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Our affiliates include financial companies such as TMX Finance LLC; EquityAuto Loan, LLC; TitleMax of Alabama, Inc.; TitleMax of Arizona, Inc.; TitleMax of California, Inc.; TitleMax of Delaware, Inc.; TitleMax of Georgia, Inc.; TitleMax of Illinois, Inc.; TitleMax of Mississippi, Inc.; TitleMax of Missouri, Inc.; TitleMax of Nevada, Inc.; TitleMax of New Mexico, Inc.; TitleMax of Ohio, Inc.; TitleMax of South Carolina, Inc.; TitleMax of Tennessee, Inc.; TitleMax of Texas, Inc.; TitleMax of Utah, Inc.; TitleMax of Virginia, Inc.; TitleMax of Wisconsin, Inc.; TMX Finance of California, Inc.; TMX Finance of Florida, Inc.; TMX Finance of Louisiana, LLC; TMX Finance of Mississippi, Inc.; TMX Finance of Nevada, Inc.; TMX Finance of Texas, Inc.; TMX Finance of Virginia, Inc.; TMX Credit, Inc.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Nonaffiliates we share with can include lenders; banks; collection agencies; check-cashers; tax preparers; pawnbrokers; rent-to-own; money transmitters; retailers; and prepaid card providers.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include lenders; banks; tax preparers; money transmitters; retailers; and prepaid card providers.</i></li> </ul>
<b>Other Important Information</b>	
NA	
<p>Provided by: TMX Finance LLC; EquityAuto Loan, LLC; TitleMax of Alabama, Inc.; TitleMax of Arizona, Inc.; TitleMax of California, Inc.; TitleMax of Delaware, Inc.; TitleMax of Georgia, Inc.; TitleMax of Illinois, Inc.; TitleMax of Mississippi, Inc.; TitleMax of Missouri, Inc.; TitleMax of Nevada, Inc.; TitleMax of New Mexico, Inc.; TitleMax of Ohio, Inc.; TitleMax of South Carolina, Inc.; TitleMax of Tennessee, Inc.; TitleMax of Texas, Inc.; TitleMax of Utah, Inc.; TitleMax of Virginia, Inc.; TitleMax of Wisconsin, Inc.; TMX Finance of California, Inc.; TMX Finance of Florida, Inc.; TMX Finance of Louisiana, LLC; TMX Finance of Mississippi, Inc.; TMX Finance of Nevada, Inc.; TMX Finance of Texas, Inc.; TMX Finance of Virginia, Inc.; TMX Credit, Inc.</p>	

## Contact Information

4/10/2015

Company: Titlemax - Stores (314391)  
 Contact: Dawn Tansill  
 E-Mail: Dawn.Tansill@titlemax.com

Telephone: 775-298-4503  
 Fax: 775-624-9816

## Notes

## Vehicle Info For 2004 GMC Yukon XL 1500 SLE 4D Utility 4WD

MSRP: \$41,210  
 Fin Adv: \$9,650  
 Equip Ret: \$43,275  
 Tire Size: 265/70R16  
 Base HP: 295 @ 5200  
 Taxable HP: 45.7

Model Number: TK15906

Price Includes: AT AC 8CY

VIN: 3GKFK16T84G118654  
 UVC: 2004340742  
 MPG: 13/17  
 Weight: 7200  
 Fuel Type: Gas  
 Wheelbase: 130.0  
 End of Term Months: 0

Adj. State: National  
 Mileage: 0  
 Mileage Cat: E  
 Cylinders: 8  
 Transmission: A  
 Drive Train: 4WD  
 End of Term Mileage: 0

## Wholesale Black Book values as of 4/10/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$9,700	\$7,000	\$4,650
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$9,700	\$7,000	\$4,650

## Trade In Black Book values as of 4/10/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$9,860	\$7,160	\$4,415
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$9,860	\$7,160	\$4,415

## Retail Black Book values as of 4/10/2015

	X-CL	Clean	Average	Rough
Base				

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	X-CL	Clean	Average	Rough
	N/A	\$12,550	\$9,425	\$6,475
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$12,550	\$9,425	\$6,475

## Residual Black Book values as of 4/10/2015

	12 Month	24 Month	30 Month	36 Month	42 Month	48 Month	60 Month	End Of Term
Base	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Options	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A
Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

## Black Book Add/Deducts

Leather +450

Power Sunroof +150

w/o 3rd Seat -100

APP 001753

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 3GKFK16T84G118654 YEAR 2004 MAKE GMC MODEL YUKON XL K VEHICLE BODY T4W TITLE NUMBER NV007445397  
 DATE ISSUED 12/22/2014 ODOMETER MILES ODOMETER BRAND EXEMPT FUEL TYPE G SALES TAX PD EMPTY WT GROSS WT GVWR  
 VEHICLE COLOR BRANDS

**OWNER(S) NAME AND ADDRESS**  
 MCDONALD TIMOTHY PATRICK  
 1775 MCKINLEY DR  
 RENO NV 89509-1226

**LIENHOLDER NAME AND ADDRESS**  
 TITLEMAX  
 900 W 5TH ST  
 RENO NV 89503-4312

**LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:**

SIGNATURE OF AUTHORIZED AGENT DATE

PRINTED NAME OF AGENT AND COMPANY

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
 The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer Nevada Driver's License Number or Identification Number ☐ AND ☐ OR

Printed Full Legal Name of Buyer Nevada Driver's License Number or Identification Number

Address City State Zip Code  
 I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.  
☐ NO TENTHS ☐ The mileage stated is in excess of its mechanical limits.  
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
☐ Exempt - Model year over 9 years old.

ODOMETER READING

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent. ☐

Dealer's License Number Date of Sale

Signature of Buyer

Printed Full Legal Name of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

CONTROL NO.

23200180

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

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## Customer Application

## Personal Information

Date 4-18-14 4/10/14 Social [REDACTED]  
 Last Name McDonald First Name Tim Middle Name Patrick  
 Home Phone [REDACTED] Cell Phone [REDACTED] Email Address (optional) [REDACTED]  
 Best time to call? [REDACTED] Which number do you prefer that we call?  
☐ Home Phone ☒ Cell Phone  
 Physical Address (Street Number & Name) 1775 McKinley Dr. Apt # [REDACTED]  
 City Reno State NV Zip 89509 County Washoe  
 Mailing Address (if different from physical address) Same  
 City [REDACTED] State [REDACTED] Zip [REDACTED]

## Source of Income

Employer \* (Source of Income) Self [REDACTED]  
 City Reno State NV Zip 89521 Time at Job? 30yrs.  
 Work Phone [REDACTED] Title Owner Supervisor [REDACTED]  
 Pay Frequency: (check one)  
☐ 1<sup>st</sup> & 15<sup>th</sup> of month ☐ 15<sup>th</sup> & end of month ☐ Biweekly (every 2 weeks)  
☐ Weekly ☐ Monthly (last day) ☐ Monthly (1<sup>st</sup> day) ☒ Monthly (3<sup>rd</sup> day)  
☒ Self-Employed  
 Next Payday [REDACTED] Current and Expected Gross Monthly Income \$3,000 Gross Monthly Obligations \$6,000 Work Shift [REDACTED]  
 \*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.  
 Alimony, child support, or separate maintenance received under: ☐ court order ☐ written agreement ☐ oral understanding.  
 Are you currently in bankruptcy? ☐ yes ☒ no

## Credit References

Business Name [REDACTED] Phone # [REDACTED]  
 Address (Street Number & Name) [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]  
 Business Name [REDACTED] Phone # [REDACTED]  
 Address (Street Number & Name) [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]

## Personal References

Name [REDACTED] Address (Street Number & Name) [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]  
 Relationship to you Friend Phone [REDACTED] Cell [REDACTED]  
 Name [REDACTED] Address (Street Number & Name) [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]  
 Relationship to you Neighbor Phone [REDACTED] Cell [REDACTED]  
 Name [REDACTED] Address (Street Number & Name) [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]  
 Relationship to you Friend Phone [REDACTED] Cell [REDACTED]  
 Name [REDACTED] Address (Street Number & Name) [REDACTED] City [REDACTED] State [REDACTED] Zip [REDACTED]  
 Relationship to you Friend Phone [REDACTED] Cell [REDACTED]

## Co-Applicant Information

Date		State Issued ID Number		Date of Birth		Social Security #				
Last Name			First Name			Middle Name				
Home Phone			Cell Phone†			Email Address (optional)††				
Best time to call?			Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone							
Physical Address (Street Number & Name)							Apt #			
City			State	Zip	County					
Mailing Address (if different from physical address)										
City			State	Zip						
Employer * (Source of Income)				Employer Address (Street Number & Name)						
City			State	Zip	Time at Job?					
Work Phone #			Job Title		Supervisor					
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed					Next Payday		Current and Expected		Work Shift	
						Gross Monthly Income	Gross Monthly Obligations			
					\$	\$				
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input type="checkbox"/> no How did you hear about us? (Circle one.)										
Friend/Referral Name of referrer? _____ Internet                      Billboard                      Postcard			Saw Store		Television		Yellow Pages		Repeat Customer	
			Other: _____							

### ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

**Notice.** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, [www.ftc.gov](http://www.ftc.gov).

**††Consent to E-mail Communications and Electronic Disclosures.** You are not required to provide your email address. If you provided your email address and authorized us to send emails to you ("Your Consent"), then you are requesting to receive emails from us. This includes disclosures and solicitations. You further consent to the use and acceptance of electronic records, and electronic disclosures. **This Consent to E-mail Communications and Electronic Disclosures** informs you of your rights when receiving legally required disclosures, notices, and any other information from us. By providing Your Consent, you acknowledge receipt of this disclosure. You consent to the use of electronic records, and disclosures. The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those pursuant to the Equal Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and other disclosures or notices under applicable federal, state or local laws or regulations, or any other notices, information, or solicitations we may send. You may request a paper copy of any emailed disclosures by submitting a request through the link found within the emails. You may also send a written request to TitleMax, P. O. Box 83223, Savannah, GA 31412. We will provide such paper copies to you at no charge. We will retain all Disclosures as required by applicable law. Your Consent only applies to emails we send and receive. You consent to electronically receiving disclosures relating to transactions, accounts, and other emails electronically. Before deciding to obtain electronic disclosures, you acknowledge that you considered whether you have the required hardware and software capabilities. To access and retain Disclosures electronically, you will need to use the following computer software and hardware: a PC with Internet access and an Internet Browser that meets the following minimum requirements: Microsoft® Internet Explorer 6.1 or later versions or Mozilla Firefox 2.0 or later versions. The specific Internet Browser must also support at least 128-bit encryption. To read some documents, you will need a PDF file reader like Adobe® Acrobat Reader. If these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. You will need a printer or long-term storage, such as a disk drive, to retain, download, or print the Disclosures. You may withdraw Your Consent at any time. If you want to withdraw Your Consent, submit a request through the link in any email we send, or write to the address found in this disclosure. If you withdraw Your Consent, such withdrawal will not affect the legal effectiveness, validity, or enforceability of prior electronic Disclosures. If your electronic address, mailing address, telephone number, or any information you provided changes, then you agree to inform us. You may contact us by clicking the appropriate link in any email, or writing to the address in this disclosure. BY PROVIDING YOUR EMAIL ADDRESS, AND THEREBY AGREEING, YOU ACKNOWLEDGE AND AGREE THAT YOU: (1) CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE, (2) READ THE INFORMATION ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES, (3) CONSENT TO HAVING DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY REQUEST A PAPER COPY OF ANY EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain a copy of this information to retain for future reference.

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**\*Cellular Phone Calls:** Receipt of cellular phone calls may be subject to charges from your service provider. If you have listed a cell phone above or you give us an updated cell phone number, then you authorize us to call your cell phone number to provide account information such as payment reminders and special promotional offers or sales offers such as offers for credit services, credit, or other financial services.

**Phone Messages.** You authorize us to contact the phone numbers listed. You authorize us to mail correspondence to your address. You authorize us to call and leave messages on any answering machine at your phone numbers above.

**Release of Information.** You authorize us to verify all of the information that you have provided and you acknowledge that this information may be used to verify certain past or current credit or payment history information from third party source(s). You further authorize and consent that we may contact any person or company listed on this Customer Application, including any persons that you may add at a later date. Your application may be rejected if any information provided is found to be false.

**Credit Inquiries and Reporting Authorization.** By signing below, you further agree and authorize us to obtain your credit history reports from credit bureaus and other credit reporting agencies or companies.

**ARBITRATION.** Arbitration is a means for legal matters between parties to be resolved by a neutral arbitrator rather than a Court. We have a policy of arbitrating all claims, demands, and disputes which cannot be resolved in a small claims tribunal, including the scope and validity of this arbitration provision and any right you may have to participate in an alleged class action (hereinafter "dispute(s)"). All customer agreements contain another arbitration provision that supersedes this arbitration provision and governs the resolution of disputes. However, if you do not enter into a customer agreement with us, then this arbitration provision governs the resolution of disputes. You agree that **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY to resolve disputes against us.** The Federal Arbitration Act governs this arbitration provision. If any party has a dispute, they must notify the others in writing of the dispute. You have the right to select either of the following arbitration organizations, which will govern the arbitration under its consumer rules: American Arbitration Association (1-800-778-7879) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees. You will be responsible for your attorney's fees, if any. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. The arbitrator shall not conduct class arbitration. The arbitration hearing will be conducted in the county in which this Customer Application was signed. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Customer Application and the Arbitration Provision, including the prohibition on class arbitration.

**WARNING: This type of transaction is only intended to address short-term, NOT long-term, credit needs.** Repeated or frequent use can create serious financial hardships. You should evaluate the costs and benefits of all alternatives before entering into this type of transaction. Other forms of short-term credit that may be less expensive include a loan from another institution or from family or friends, a credit card cash advance, an account with overdraft protection, or a salary advance.

**Privacy Policy.** You verify that you have received a copy of the company's Privacy Policy.

**Updates:** You agree to inform us of any changes to the information contained in this Customer Application throughout the course of your business relationship with us.

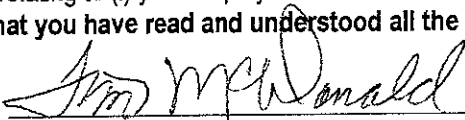
**Ability to Repay Verification.**

Pursuant to Nevada law, we are required to obtain a written and signed Affidavit from you addressing the following: (i) you have provided TitleMax with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and (ii) you have the ability to repay. You will be asked to sign the Affidavit before signing the Title Loan Agreement. TitleMax offers a "thirty day" Title Loan and six "thirty day" extensions as allowed by Nevada law. In addition, Nevada law requires that the amount of our loan does not exceed the fair market value of your motor vehicle. Furthermore, we have a policy of allowing those who remain in good standing with TitleMax by timely extending their loan obligations six times as allowed by law, to participate in an interest free workout repayment plan, in which no down payment is required. For such customers, we typically agree to a 7 to 8 month interest free repayment plan with a payment amount that never exceeds the extension payment amount. Therefore, in performing our internal underwriting and ability to repay analysis for your requested loan, we will (i) examine the motor vehicle and determine its fair market value, and (ii) rely upon the employment and sources of income information as well as the current and expected gross monthly income and obligations made in this Application, and assume no changes in same for 14 months. **IF YOU EXPECT (i) YOUR EMPLOYMENT OR SOURCE OF INCOME, OR (ii) YOUR GROSS MONTHLY INCOME AND GROSS MONTHLY OBLIGATIONS TO CHANGE IN THE NEXT 14- 15 MONTHS, PLEASE EXPLAIN THE CHANGES AS FOLLOWS:**

N/A

By signing below and submitting this Customer Application, you are verifying that all of the information in this Customer Application is accurate and correct, including the personal references, contact information, employment or source of income, and current and

expected gross monthly income and obligations. You agree that you have told us about any changes you expect within the next 14 months relating to (i) your employment or source of income, and (ii) current and expected gross monthly income and obligations. You agree that you have read and understood all the above statements, including the Arbitration Provision.

  
Applicant Signature

4-10-13  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

APP 001758

## Income Worksheet

A. Requested Loan Amount: <u>3200</u>	A. Requested Residual Income: <u>1600</u>
B. Monthly Expenses: <u>1600</u>	B. Net Required Residual Income:

\*\*\*Employee Use Only\*\*\*

Income		
Employment	Description	Amount
Gross Monthly Salary or Wages	Monthly payments from tenants	\$16,000. <sup>00</sup>
Part-Time Gross Monthly Salary or Wages		\$
Other/Expected Income	Description	Amount
Gross Bonus or Commission		\$
Social Security/ Disability		\$
Gross Pension/Retirement		\$
Unemployment		\$
Alimony or Child Support		\$
Other Income (Babysitting, Lawn care, etc.):		\$
<b>Total Current/Expected Income</b>	<b>Part 1: Please add all Income amounts and enter amount here</b>	<b>+\$ 16,000</b>
<b>Total Monthly Expense</b>	<b>Part 2: Please add all monthly expenses and enter amount here</b>	<b>-\$ 7,000.<sup>00</sup></b>
<b>Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total</b> Subtract Total Expense from Total Income. The Net Monthly Income <u>must be</u> equal to or greater than the Required Residual Income.		<b>= \$ 9000</b>
Applicant Name: <u>Tim McDonald</u>		
Today's date: <u>4-10-14</u>		***Employee Use Only***

Driver's License/Government Issued ID Number:

**A - 6**

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## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 900 W 5TH ST RENO NV 89503

Exam as of: 5/4/2015

Borrower Name &amp;

Address: ROSEMARY ANDRADE

Examiner: TD

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
14469-0160844	4/11/2015	\$3,280.00	11/7/2015	\$2,571.88	7	\$835.99	#####	YES

Loan Type: Deferred Deposit ☐ High-Int Loans ☐ Title Loans ☒ Purpose of loan:

Is the loan secured? YES If so, what is the collateral? 2007 HYUNDAI TUCSON If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$4,245 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

(Applies to Deferred Deposit Only) Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? N/A

(Applies to D/D Loans) Does the original term of the D/D Loan not exceed 35 days? N/A

(Applies to High-Interest Loans Only) Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? N/A

(Applies High-Int Loans) Does the original term of the HIL not exceed 35 days? N/A

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$11,250.00

(Applies to Title Loans Only) Does the original term of the title loan exceed 30 days? NO

(Applies to Title Loans Only) Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? NO

Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)? YES

Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)? YES

Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, pursuant to NRS 604A.410 (2g)? YES

Is the loan a collection account? YES Has the loan been extended or renewed? NO Extensions: Title-6 add'l periods: D/D & High Int Loans - 90 days Are receipts filed? YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NO PAYMENTS YET

# Cash Advance Snapshot Report

Filter ( Location: 14469 Loan: 14469-0160844 Ordered by Date)

Tm Reno #2  
900 W. Fifth Street  
Reno, NV 89503  
(775)329-2516

04/11/2015

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's
14469-0160844	04/11/2015	Andrade, Rosemary	B91	\$5,851.88	\$3,280.00	\$0.00	\$0.00	\$3,280.00	0
<i>Transaction #</i>	<i>Type</i>	<i>Trans. Date</i>	<i>New Due Date</i>	<i>Pro? Rev?</i>	<i>Principal</i>	<i>Fees</i>	<i>Amt Paid</i>	<i>Due</i>	
14469-0160844-1	NEL	4/11/2015 3:0		X -	\$3,280.00	\$0.00	\$0.00	\$3,280.00	
14469-0160844 Totals:		1			\$3,280.00	\$0.00	\$0.00	\$3,280.00	0
04/11/2015 Totals:				1	\$5,851.88	\$3,280.00	\$0.00	\$0.00	\$3,280.00 0

APP 001762

## Contact Information

4/11/2015

Company: Titlemax - Stores (314391)  
 Contact: Dawn Tansill  
 E-Mail: Dawn.Tansill@titlemax.com

Telephone: 775-298-4503  
 Fax: 775-624-9816

## Notes

## Vehicle Info For 2007 Hyundai Tucson SE 4D Utility 4WD

MSRP: \$22,495	VIN: KM8JN72D57U488276	Adj. State: National
Fin Adv: \$8,700	UVC: 2007380089	Mileage: 0
Equip Ret: \$23,675	MPG: 19/24	Mileage Cat: B
Tire Size: 235/60R16	Weight: 4001	Cylinders: 6
Base HP: 173 @ 6000	Fuel Type: Gas	Transmission: A
Taxable HP: 28.0	Wheelbase: 103.5	Drive Train: 4WD
Model Number: 80552	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

## Wholesale Black Book values as of 4/10/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$8,825	\$7,025	\$5,425
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$8,825	\$7,025	\$5,425

## Trade In Black Book values as of 4/10/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$8,965	\$7,165	\$5,150
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$8,965	\$7,165	\$5,150

## Retail Black Book values as of 4/10/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$11,250	\$9,050	\$7,100

APP 001763

<b>Options</b>	N/A	\$0	\$0	\$0
<b>Mileage</b>	N/A	N/A	N/A	N/A
<b>Region</b>	N/A	\$0	\$0	\$0
<b>Total</b>	N/A	\$11,250	\$9,050	\$7,100

### Residual Black Book values as of 4/10/2015

	12 Month	24 Month	30 Month	36 Month	42 Month	48 Month	60 Month	End Of Term
<b>Base</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Options</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A
<b>Mileage</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<b>Total</b>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

### Black Book Add/Deducts

Sunroof +400

APP 001764



## Title Loan Agreement

Date: 4/11/2015

Number: 14469-0160844

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14469-0160844			
FIRST NAME Rosemary	LAST NAME Andrade		CO-CUSTOMER FIRST NAME		CO-CUSTOMER LAST NAME
[REDACTED]			CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 7391 Silver Dawn Dr			CO-CUSTOMER STREET ADDRESS		
City Reno	STATE NV	ZIP CODE 89506	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
HOME PHONE [REDACTED]	DATE OF BIRTH [REDACTED]		CO-CUSTOMER HOME PHONE		CO-CUSTOMER DATE OF BIRTH
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday			
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (775)329-2516			
LICENSEE STREET ADDRESS 900 W. Fifth Street		LICENSEE CITY Reno	LICENSEE STATE NV	LICENSEE ZIP CODE 89503	
VEHICLE IDENTIFICATION NUMBER (VIN) KM8JN72D57U488276		LICENSE PLATE 813-UDC			
VEHICLE YEAR 2007	VEHICLE MAKE Hyundai	VEHICLE MODEL Tuscon SE	COLOR Gray		

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$3,280.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.5663% from the date of this Loan Agreement until 11/07/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.
<b>206.7129 %</b>	<b>\$2,571.88</b>	<b>\$3,280.00</b>	<b>\$5,851.88</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$835.99	5/11/2015 and each 30 days thereafter
1	\$835.94	11/7/2015

Security: You are giving a security interest in the Title to the Motor Vehicle.  
 Filing Fee: \$ 0.00  
 Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

Itemization of Amount Financed of	\$3,280.00
1. Amount given to you directly:	\$3,280.00
2. Amount paid on your account:	\$0.00
3. Amount paid to public officials:	\$ 0.00
4. Amount paid to _____ on your behalf:	\$0.00

**Calculation of Interest, Application of Payments and Security Interest.**

We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

**Right to Rescind and Prepayment.**

You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

**Grace Period.**

For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

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 T.M.TB.NV.installment loan-agreement.2.04.2014

**Repayment Plan Disclosure:** If you default on the loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.**

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (ii) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.**

Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368

**APP 001767**

2. You acknowledge and agree that by entering into this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
- (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Nevada.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

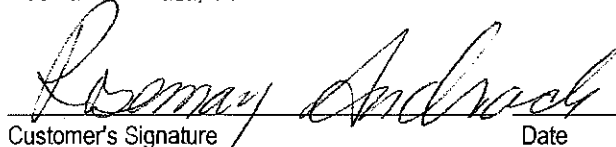
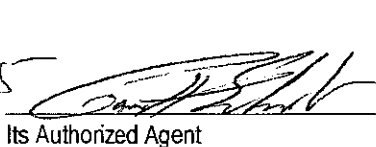
8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

9. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: TitleMax of Nevada, Inc. d/b/a TitleMax, Attn: Legal Dept, P.O. Box 8323, Savannah, GA 31412. Your written notice must include your name, address, Account number, the loan date, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Loan Agreement.

**Acknowledgments. This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision.** By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering into this Loan Agreement is accurate. You warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You agree that the amount of the loan does not exceed the fair market value of the Motor Vehicle. **You agree that you have the ability to repay this Loan Agreement, based upon your current and expected income, obligations, and employment.** You acknowledge that the loan does not require a balloon payment of any kind. **You further acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement, including the Waiver of Jury Trial and Arbitration Provision.**

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

TitleMax of Nevada, Inc. d/b/a TitleMax

	<u>4/11/15</u>		<u>4-11-15</u>
Customer's Signature	Date	Its Authorized Agent	Date

_____	_____
Co-Customer's Signature	Date

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14469-0160844

<b>Customer Name:</b> Rosemary Andrade <b>Address:</b> 7391 Silver Dawn Dr Reno, NV 89506  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 900 W. Fifth Street Reno, NV 89503  <b>Vehicle Information:</b> 2007 Hyundai Tuscon SE KM8JN72D57U488276
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**Definitions and Terms.** In this Grace Period Payments Deferral Agreement, "customer," "you," and "your" mean the customer who signed it, "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 04/11/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferral Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferral Agreement.

**Grace Period Payments Deferral.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferral Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferral Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferral Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferral Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferral Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferral Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

# Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$557.27	5/11/2015
2	\$557.27	6/10/2015
3	\$557.27	7/10/2015
4	\$557.27	8/9/2015
5	\$557.27	9/8/2015
6	\$557.27	10/8/2015
7	\$557.27	11/7/2015
8	\$468.57	12/7/2015
9	\$468.57	1/6/2016
10	\$468.57	2/5/2016
11	\$468.57	3/6/2016
12	\$468.57	4/5/2016
13	\$468.57	5/5/2016
14	\$468.58	6/4/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement		\$7,180.89

BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure:** If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

Any comments or questions may be directed to Customer Service at the following number: (800) 304-5368.

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferment Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferment Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment Plan, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferment Agreement.

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.5663% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.



**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

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Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Its Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

APP 001773

**Affidavit**

STATE OF NEVADA  
COUNTY OF Washoe

Title Loan Agreement No.: 14469-0160844  
Date: 04-11-2015

Customer Name: Rosemary Andrade  
Address: 7391 Silver Dawn Dr.  
Reno, NV 89506  
Co-Borrower Name:  
Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax  
Address:

900 W.5th St  
Reno, NV 89503

Vehicle Information: VIN: KM8JN72D57U488276  
License Plate State and No: 813 UDC Color: Grey Year: 2007 Make: Hyundai Model: Tucson SE

In this Affidavit ( "Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a Titlemax, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: (a) *The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, Rosemary Andrade, being first duly sworn, states as follows:

1. You have provided us with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and
2. You have the ability to repay the title loan.

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: Rosemary Andrade

Co-Borrower Signature: \_\_\_\_\_

# Message Me & Cell Verification

We want to keep you informed about your account information, promotional offers, & other news! Please let us know how we can stay in touch with you by initialing one of the lines below regarding texts from any TitleMax or TMX entity, including TitleBucks, InstaLoan, EquityAuto Loan, or US TitleLoan ("TMX").

**Message Me:** If you do not wish to receive account, sales, or marketing texts from us, you should not initial below.

## YES to Marketing & Account Messages

(initials)

By initialing to the left, you authorize TMX to contact you via text about account information and TMX marketing.

Mobile Number: \_\_\_\_\_

(xxx) xxx-xxxx

## YES to Account Messages

(initials)

By initialing to the left, you authorize TMX to contact you via text about account information

Mobile Number: \_\_\_\_\_

(xxx) xxx-xxxx

**Cell Phone Verification:** If you do not wish to receive recurring text messages, please allow us to verify your cell phone number through text. Please confirm you agree to this verification by initialing one of the lines below:

**If you do not have a cell phone or do not allow us to verify your cell phone number, you agree to allow us to take a photograph of you at the time of the transaction. The photograph is only for verification of identity and will not be used for any other purpose.**

## YES to Cell Phone Verification

(initials)

By initialing to the left, you authorize TMX to verify your cell phone number through a two-text message verification process. Initialing to the left **will not** opt you into the recurring text program.

Mobile Number: \_\_\_\_\_

(xxx) xxx-xxxx

## NO to Cell Phone Verification and Text Messaging Program

(initials)

By initialing to the left, you **do not** authorize TMX to verify your phone number via text or opt you in to the text program.

**Opt Out Rights:** At any time, you may withdraw your consent to receive text messages by choosing the "opt-out" button on any text message you receive or replying "STOP" to any text. You can also send an email to [optout@titlemax.com](mailto:optout@titlemax.com), or call our customer service line at 1-800-804-5368. Please allow 3-5 business days for us to process your request.

**Acknowledgements:** You acknowledge and agree as follows: (a) you are not required to initial "Yes" to any of the above options in order to obtain credit through us; (b) any texts we send may be accessed by anyone with access to your texts; (c) your mobile phone service provider may charge you fees for texts that we send you; (d) TMX has no liability for the costs of any texts we send you; (e) any replies you send in response to text messages received from us, other than opt-out responses noted below, are not received by any TMX entity, and the information contained therein will not be communicated; (f) if you change your cell phone number, you will need to inform TMX of that change and sign a new consent in order to continue to receive text messages from us; and (g) you have received a copy of our Privacy Policy, which also may be found at [www.titlemax.biz/privacy-policy](http://www.titlemax.biz/privacy-policy).

Customer Name: Rosemary Andrade  
(Please Print)

Employee Name: Carrie H. Schumacher  
(Please Print)

Customer Signature: Rosemary Andrade

Employee Signature: Carrie H. Schumacher

Date: 4/11/15

Store Name: 14469

Opt-In Confirmation Code: 6935-4  
(for employee use only)

NEVADA

USA  
NV

DRIVER LICENSE

1 ANDRADE  
2 ROSEMARY

8 7391 SILVER DAWN DR  
RENO, NV 89506-4173



*Rosemary Andrade*



**FACTS****WHAT DOES TMX FINANCE DO WITH YOUR PERSONAL INFORMATION?****Why?**

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

**What?**

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- payment history and transaction history
- credit history and assets

**How?**

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons TMX FINANCE chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does TMX FINANCE share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes –</b> information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	Yes	Yes

**To limit our sharing**

- Call 800-804-5368– our menu will prompt you through your choice(s).

**Please note:**

If you are a *new* customer, we can begin sharing your information 30 days from the date we sent this notice. When you are *no longer* our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

**Questions?**

Call 800-804-5368

<b>What do we do</b>	
<b>How does TMX FINANCE protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
<b>How does TMX FINANCE collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ apply for a loan or give us your income information</li> <li>▪ open an account or provide employment information</li> <li>▪ show us your government-issued ID</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes -- information about your creditworthiness</li> <li>▪ affiliates from using your information to market you</li> <li>▪ sharing for nonaffiliates to market you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
<b>Definitions</b>	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Our affiliates include financial companies such as TMX Finance LLC; EquityAuto Loan, LLC; TitleMax of Alabama, Inc.; TitleMax of Arizona, Inc.; TitleMax of California, Inc.; TitleMax of Delaware, Inc.; TitleMax of Georgia, Inc.; TitleMax of Illinois, Inc.; TitleMax of Mississippi, Inc.; TitleMax of Missouri, Inc.; TitleMax of Nevada, Inc.; TitleMax of New Mexico, Inc.; TitleMax of Ohio, Inc.; TitleMax of South Carolina, Inc.; TitleMax of Tennessee, Inc.; TitleMax of Texas, Inc.; TitleMax of Utah, Inc.; TitleMax of Virginia, Inc.; TitleMax of Wisconsin, Inc.; TMX Finance of California, Inc.; TMX Finance of Florida, Inc.; TMX Finance of Louisiana, LLC; TMX Finance of Mississippi, Inc.; TMX Finance of Nevada, Inc.; TMX Finance of Texas, Inc.; TMX Finance of Virginia, Inc.; TMX Credit, Inc.</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Nonaffiliates we share with can include lenders; banks; collection agencies; check-cashers; tax preparers; pawnbrokers; rent-to-own; money transmitters; retailers; and prepaid card providers.</i></li> </ul>
<b>Joint Marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include lenders; banks; tax preparers; money transmitters; retailers; and prepaid card providers.</i></li> </ul>
<b>Other Important Information</b>	
<b>NA</b>	
<p>Provided by: TMX Finance LLC; EquityAuto Loan, LLC; TitleMax of Alabama, Inc.; TitleMax of Arizona, Inc.; TitleMax of California, Inc.; TitleMax of Delaware, Inc.; TitleMax of Georgia, Inc.; TitleMax of Illinois, Inc.; TitleMax of Mississippi, Inc.; TitleMax of Missouri, Inc.; TitleMax of Nevada, Inc.; TitleMax of New Mexico, Inc.; TitleMax of Ohio, Inc.; TitleMax of South Carolina, Inc.; TitleMax of Tennessee, Inc.; TitleMax of Texas, Inc.; TitleMax of Utah, Inc.; TitleMax of Virginia, Inc.; TitleMax of Wisconsin, Inc.; TMX Finance of California, Inc.; TMX Finance of Florida, Inc.; TMX Finance of Louisiana, LLC; TMX Finance of Mississippi, Inc.; TMX Finance of Nevada, Inc.; TMX Finance of Texas, Inc.; TMX Finance of Virginia, Inc.; TMX Credit, Inc.</p>	

## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
KM8JN72D57U488276	2007	HYUN	TUCSON SE/	T4W	NV007549750
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT
02/11/2015	7	G		3548	5999
VEHICLE COLOR	ODOMETER BRAND			BRANDS	
	ACTUAL MILES				

## OWNER(S) NAME AND ADDRESS

ANDRADE ROSEMARY

OR

ANDRADE VICTORIA ELIZABETH

7391 SILVER DAWN DR

RENO NV 89506-4173

## LIENHOLDER NAME AND ADDRESS

TITLEMAX

900 W 5TH ST

RENO NV 89503-4312

LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT

DATE

PRINTED NAME OF AGENT AND COMPANY

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.

The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

☐ AND  
☐ OR

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

Address

City

State

Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

☐ NO  
☐ TENTHS

The mileage stated is in excess of its mechanical limits.

The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.

Exempt - Model year over 9 years old.

ODOMETER READING

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent. ☐

Dealer's License Number

Date of Sale

Signature of Buyer

Printed Full Legal Name of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

CONTROL NO.

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 001779

<b>▶</b>	<b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP.</b> <b>FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b> The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):				
<b>FIRST REASSIGNMENT DEALER ONLY</b>	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number		<input type="checkbox"/> AND <input type="checkbox"/> OR
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number		
	Address	City	State	Zip Code	
	I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.				
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">NO TENTHS</div> <input type="checkbox"/>		<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING: ODOMETER DISCREPANCY</b> <input type="checkbox"/> Exempt - Model year over 9 years old.		
	ODOMETER READING				
Signature of Seller(s)/Agent/Dealership I am aware of the above odometer certification made by the seller/agent. <input type="checkbox"/>			Printed Name of Seller(s)/Agent/Dealership Dealer's License Number _____ Date of Sale _____		
Signature of Buyer			Printed Full Legal Name of Buyer		
<b>▶</b>	<b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP.</b> <b>FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b> The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):				
<b>SECOND REASSIGNMENT DEALER ONLY</b>	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number		<input type="checkbox"/> AND <input type="checkbox"/> OR
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number		
	Address	City	State	Zip Code	
	I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.				
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">NO TENTHS</div> <input type="checkbox"/>		<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING: ODOMETER DISCREPANCY</b> <input type="checkbox"/> Exempt - Model year over 9 years old.		
	ODOMETER READING				
Signature of Seller(s)/Agent/Dealership I am aware of the above odometer certification made by the seller/agent. <input type="checkbox"/>			Printed Name of Seller(s)/Agent/Dealership Dealer's License Number _____ Date of Sale _____		
Signature of Buyer			Printed Full Legal Name of Buyer		
<b>▶</b>	<b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP.</b> <b>FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b> The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):				
<b>THIRD REASSIGNMENT DEALER ONLY</b>	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number		<input type="checkbox"/> AND <input type="checkbox"/> OR
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number		
	Address	City	State	Zip Code	
	I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.				
	<div style="border: 1px solid black; padding: 2px; display: inline-block;">NO TENTHS</div> <input type="checkbox"/>		<input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING: ODOMETER DISCREPANCY</b> <input type="checkbox"/> Exempt - Model year over 9 years old.		
	ODOMETER READING				
Signature of Seller(s)/Agent/Dealership I am aware of the above odometer certification made by the seller/agent. <input type="checkbox"/>			Printed Name of Seller(s)/Agent/Dealership Dealer's License Number _____ Date of Sale _____		
Signature of Buyer			Printed Full Legal Name of Buyer		
<b>LIEN</b>	<b>LIENHOLDER TO BE RECORDED</b>				
	FEIN _____				
	Printed Full Legal Name of Lienholder _____ (if no lienholder write "NONE")				
	Address _____	Street _____	City _____	State _____	Zip Code _____

**ALTERATION OR ERASURE VOIDS THIS TITLE**

APP 001780





## Co-Applicant Information

Date		State issued ID Number		Date of Birth		Social Security #				
Last Name			First Name			Middle Name				
Home Phone			Cell Phone†			Email Address (optional)††				
Best time to call?			Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone							
Physical Address (Street Number & Name)								Apt #		
City				State	Zip	County				
Mailing Address (If different from physical address)										
City				State	Zip					
Employer * (Source of Income)				Employer Address (Street Number & Name)						
City				State	Zip	Time at Job?				
Work Phone #			Job Title		Supervisor					
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed					Next Payday		Current and Expected		Work Shift	
							Gross Monthly Income	Gross Monthly Obligations		
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding										
Are you currently in bankruptcy? <input type="checkbox"/> yes <input type="checkbox"/> no										
How did you hear about us? (Circle one.)										
Friend/Referral Name of referrer? _____			Saw Store		Television		Yellow Pages			
Internet			Billboard		Postcard		Other: _____			
								Repeat Customer		

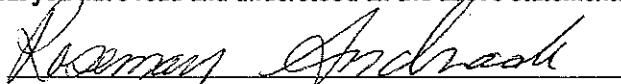
### ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

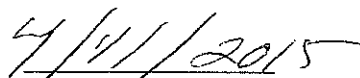
**Notice.** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, [www.ftc.gov](http://www.ftc.gov).

**††Consent to E-mail Communications and Electronic Disclosures.** You are not required to provide your email address. If you provided your email address and authorized us to send emails to you ("Your Consent"), then you are requesting to receive emails from us. This includes disclosures and solicitations. You further consent to the use and acceptance of electronic records, and electronic disclosures. **This Consent to E-mail Communications and Electronic Disclosures** informs you of your rights when receiving legally required disclosures, notices, and any other information from us. By providing Your Consent, you acknowledge receipt of this disclosure. You consent to the use of electronic records, and disclosures. The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those pursuant to the Equal Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and other disclosures or notices under applicable federal, state or local laws or regulations, or any other notices, information, or solicitations we may send. You may request a paper copy of any emailed disclosures by submitting a request through the link found within the emails. You may also send a written request to TitleMax, P. O. Box 8323, Savannah, GA 31412. We will provide such paper copies to you at no charge. We will retain all Disclosures as required by applicable law. Your Consent only applies to emails we send and receive. You consent to electronically receiving disclosures relating to transactions, accounts, and other emails electronically. Before deciding to obtain electronic disclosures, you acknowledge that you considered whether you have the required hardware and software capabilities. To access and retain Disclosures electronically, you will need to use the following computer software and hardware: a PC with Internet access and an Internet Browser that meets the following minimum requirements: Microsoft® Internet Explorer 6.1 or later versions or Mozilla Firefox 2.0 or later versions. The specific Internet Browser must also support at least 128-bit encryption. To read some documents, you will need a PDF file reader like Adobe® Acrobat Reader. If these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. You will need a printer or long-term storage, such as a disk drive, to retain, download, or print the Disclosures. You may withdraw Your Consent at any time. If you want to withdraw Your Consent, submit a request through the link in any email we send, or write to the address found in this disclosure. If you withdraw Your Consent, such withdrawal will not affect the legal effectiveness, validity, or enforceability of prior electronic Disclosures. If your electronic address, mailing address, telephone number, or any information you provided changes, then you agree to inform us. You may contact us by clicking the appropriate link in any email, or writing to the address in this disclosure. BY PROVIDING YOUR EMAIL ADDRESS, AND THEREBY AGREEING, YOU ACKNOWLEDGE AND AGREE THAT YOU: (1) CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE, (2) READ THE INFORMATION ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES, (3) CONSENT TO HAVING DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY REQUEST A PAPER COPY OF ANY EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain a copy of this information to retain for future reference.



expected gross monthly income and obligations. You agree that you have told us about any changes you expect within the next 14 months relating to (i) your employment or source of income, and (ii) current and expected gross monthly income and obligations. **You agree that you have read and understood all the above statements, including the Arbitration Provision.**

  
Applicant Signature

  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

## Income Worksheet

A. Requested Loan Amount:

3280

A. Requested Residual Income:

B. Minimum Loan Value (MLV):

11906

B. MLV Required Residual Income:

\*\*\*Employee Use Only\*\*\*

### Income

Employment	Description	Amount
Gross Monthly Salary or Wages	St. Marys	\$ 3252. <sup>00</sup>
Part-Time Gross Monthly Salary or Wages		\$
<b>Other/Expected Income</b>	<b>Description</b>	<b>Amount</b>
Gross Bonus or Commission		\$
Social Security/ Disability		\$
Gross Pension/Retirement		\$ 993. <sup>00</sup>
Unemployment		\$
Alimony or Child Support		\$
Other Income (Babysitting, Lawn care, etc.):		\$
<b>Total Current/Expected Income</b>	<b>Part 1: Please add all Income amounts and enter amount here</b>	<b>+ \$ 4245.<sup>00</sup></b>
<b>Total Monthly Expense</b>	<b>Part 2: Please add all monthly expenses and enter amount here</b>	<b>- \$ 1,500.<sup>00</sup></b>
<b>Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total</b> Subtract Total Expense from Total Income. The Net Monthly Income <u>must be</u> equal to or greater than the Required Residual Income.		<b>= \$ 2,745.<sup>00</sup></b>

Applicant Name:

Rosemary Andrade

Today's date:

4/11/15

\*\*\*Employee Use Only\*\*\*

Driver's License/Government Issued ID Number

APP 001785

**A - 7**

APP 001786

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 900 W 5TH ST RENO NV 89503

Exam as of: 5/4/2015

Borrower Name &amp;

Address: REED KENNETH RILEY

Examiner: JTD

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
14469-0145569	1/10/2015	\$2,820.00	8/8/2015	\$2,066.45	7	\$698.06	194.55%	YES

Loan Type: Deferred Deposit ☐ High-Int Loans ☐ Title Loans ☒ Purpose of loan:

Is the loan secured? YES If so, what is the collateral? 2001 JEEP GRAND CHEROKEE If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$2,535 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

(Applies to Deferred Deposit Only) Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? N/A

(Applies to D/D Loans) NRS 604A.425(1a) Does the original term of the D/D Loan not exceed 35 days? N/A

(Applies to High-Interest Loans Only) NRS 604A.425(1b) Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? N/A

(Applies High-Int Loans) NRS 604A.408(1) Does the original term of the HIL not exceed 35 days? N/A

(Applies to Title Loans Only) NRS 604A.450(1) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$4,770.00

(Applies to Title Loans Only) NRS 604A.445(1) Does the original term of the title loan exceed 30 days? NO

(Applies to Title Loans Only) NRS 604A.445(2) Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? NO

Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)? YES

Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)? YES

Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, pursuant to NRS 604A.410 (2)? YES

Is the loan a collection account? N Has the loan been extended or renewed? N How many times? Extensions: Title-6 add'l periods: D/D &amp; High Int Loans - 90 days Are receipts filed? YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

# Title Loan Agreement

Date: 1/10/2015

Number: 14469-0145589

<b>Customer &amp; Co-Customer Information</b>			<b>ACCOUNT NUMBER:</b> 14469-0145589		
FIRST NAME Reed Kenneth		LAST NAME Malley		CO-CUSTOMER FIRST NAME	
				CO-CUSTOMER LAST NAME	
			CO-CUSTOMER SSN		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 1701 G Street			CO-CUSTOMER STREET ADDRESS		
City Sparks	STATE NV	ZIP CODE 89431	CO-CUSTOMER CITY		CO-CUSTOMER STATE
			CO-CUSTOMER ZIP CODE		
HOME PHONE		DATE OF BIRTH		CO-CUSTOMER HOME PHONE	
				CO-CUSTOMER DATE OF BIRTH	
<b>Motor Vehicle &amp; Licensee Information</b>			<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday		
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax			LICENSEE PHONE NUMBER (775)329-2516		
LICENSEE STREET ADDRESS 900 W. Fifth Street			LICENSEE CITY Reno	LICENSEE STATE NV	LICENSEE ZIP CODE 89503
VEHICLE IDENTIFICATION NUMBER (VIN) 1J4GW58N31C586519			LICENSE PLATE Veteran 7884		
VEHICLE YEAR 2001	VEHICLE MAKE Jeep	VEHICLE MODEL Grand Cherokee	COLOR Gold		

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$2,820.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.533% from the date of this Loan Agreement until 08/08/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.



**FEDERAL TRUTH-IN-LENDING DISCLOSURE**

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>194.5462 %</b>	<b>\$2,066.45</b>	<b>\$2,820.00</b>	<b>\$4,886.45</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$698.06	2/9/2015 and each 30 days thereafter
1	\$698.09	8/8/2015

Security: You are giving a security interest in the Title to the Motor Vehicle.  
 Filing Fee: \$20.00  
 Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

Itemization of Amount Financed of	\$2,820.00
1. Amount given to you directly:	\$2,800.00
2. Amount paid on your account:	\$0.00
3. Amount paid to public officials:	\$20.00
4. Amount paid to _____ on your behalf:	\$0.00

**Calculation of Interest, Application of Payments and Security Interest.**

We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

**Right to Rescind and Prepayment.**

You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

**Grace Period.**

For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

**Repayment Plan Disclosure:** If you default on the loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.**

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (ii) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.**

Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

2. You acknowledge and agree that by entering into this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
- (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Nevada.

8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

9. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: TitleMax of Nevada, Inc. d/b/a TitleMax, Attn: Legal Dept, P.O. Box 8323, Savannah, GA 31412. Your written notice must include your name, address, Account number, the loan date, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Loan Agreement.

**Acknowledgments. This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision.** By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering into this Loan Agreement is accurate. You warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You agree that the amount of the loan does not exceed the fair market value of the Motor Vehicle. **You agree that you have the ability to repay this Loan Agreement, based upon your current and expected income, obligations, and employment.** You acknowledge that the loan does not require a balloon payment of any kind. **You further acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement, including the Waiver of Jury Trial and Arbitration Provision.**

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

TitleMax of Nevada, Inc. d/b/a TitleMax

  
Customer's Signature

1-10-15

Date

  
Its Authorized Agent

1-10-15  
Date

Co-Customer's Signature

Date

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14469-0145589

<b>Customer Name:</b> Reed Kenneth Malley <b>Address:</b> 1701 G Street Sparks, NV 89431  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 900 W. Fifth Street Reno, NV 89503  <b>Vehicle Information:</b> 2001 Jeep Grand Cherokee 1J4GW58N31C586519
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**Definitions and Terms.** In this Grace Period Payments Deferral Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 01/10/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferral Agreement.

**NOW THEREFORE,** in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferral Agreement.

**Grace Period Payments Deferral.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferral Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferral Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferral Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferral Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferral Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferral Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Grace Periods Payments Deferment Schedule**

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$450.92	2/9/2015
2	\$450.92	3/11/2015
3	\$450.92	4/10/2015
4	\$450.92	5/10/2015
5	\$450.92	6/9/2015
6	\$450.92	7/9/2015
7	\$450.92	8/8/2015
8	\$402.86	9/7/2015
9	\$402.86	10/7/2015
10	\$402.86	11/6/2015
11	\$402.86	12/6/2015
12	\$402.86	1/5/2016
13	\$402.86	2/4/2016
14	\$402.84	3/5/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$5,976.44

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure:** If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

Any comments or questions may be directed to Customer Service at the following number: (800) 854-5368.

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferral Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferral Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferral Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferral Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferral Agreement.

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The Interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.533% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferral Agreement, if followed, will ratably and fully amortize the entire Principal Amount and Interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferral Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferral Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferral Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Its Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

APP 001796



NEVADA

USA  
NV

COMMERCIAL DRIVER LICENSE

MALLEY  
REED KENNETH  
1701 G ST  
SPARKS, NV 89401-4000



*Handwritten signature: Kenneth Malle*

Employee  
 Reed K Malley, 1701 G St, Sparks, NV 89431  
 SSN [REDACTED] Status (Fed/State)  
 Single/(none)  
 Allowances/Extra  
 Fed-0/0/NV-0/0  
 Pay Date: 01/09/2016

SSN [REDACTED]  
 Pay Period: 12/28/2014 - 01/03/2015

Earnings and Hours	Qty	Rate	Current	YTD Amount
Hourly	31:30	20.00	630.00	1,280.00
Taxes				
Federal Withholding			-79.00	-168.00
Social Security Employee			-39.06	-78.12
Medicare Employee			-9.13	-18.27
			-127.19	-254.38
Net Pay			502.81	1,005.61

## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1J4GW58N31C586519 YEAR 2001 MAKE JEEP MODEL GRAND CHER VEHICLE BODY T4W TITLE NUMBER NV007527868  
DATE ISSUED 02/03/2015 ODOMETER MILES FUEL TYPE G SALES TAX PD EMPTY WT 3959 GROSS WT 5999 GVWR  
VEHICLE COLOR ODOMETER BRAND EXEMPT BRANDS

## OWNER(S) NAME AND ADDRESS

MALLEY REED KENNETH  
7076 SACRED CIR  
SPARKS NV 89436-5478

## LIENHOLDER NAME AND ADDRESS

TITLEMAX  
900 W 5TH ST  
RENO NV 89503

LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT DATE

PRINTED NAME OF AGENT AND COMPANY



FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

☐ AND  
☐ OR

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

Address

City

State

Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

☐ NO  
☐ TENTHS

- ☐ The mileage stated is in excess of its mechanical limits.  
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
☐ Exempt - Model year over 9 years old.

ODOMETER READING

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent. ☐

Dealer's License Number

Date of Sale

Signature of Buyer

Printed Full Legal Name of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

CONTROL NO.

23844580

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

STATE OF NEVADA

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 001799

# EVADA NEW LOAN CHECKLIST ST

The following have been fully completed and placed into the customer's folder:

Left Side – Top Down	X
New Loan Checklist	X
Ability to Repay Calculation	X
Black Book Value Print Out	X
ACV Tool Print Out	X
Appraisal Form	X
Vehicle Pictures	X
Original Title	X
Check	X
Title Check	X
Spare Key	PIL

Right Side – Top Down	X
Application	X
Gross Monthly Inc. Worksheet	X
Contract	X
Co-Owner's Consent (if applies)	NA
Customer Affidavit	X
Message Me	X
Driver's License	X
Privacy Policy	X

Notes:

MLV, ACV, PHONE, MESS, REF

Thank You Letter Printed and Mailed: Signature/Date

*[Signature]* 1/14/15

Title Added to Title Log: Signature/Date

*[Signature]* 1/14/15

Employee Completing Transaction: Signature/Date

*[Signature]* 1/14/15

3 Day Call Backs are made by the Store or General Manager. This process is considered complete once the customer has been contacted or three attempts to contact the customer have been made.

1<sup>st</sup> Attempt: Date 1/14/15 Contacted? yes/no Manager Initials: [Signature]

2<sup>nd</sup> Attempt: Date \_\_\_\_\_ Contacted? yes/no Manager Initials: \_\_\_\_\_

3<sup>rd</sup> Attempt: Date \_\_\_\_\_ Contacted? yes/no Manager Initials: \_\_\_\_\_

## 210 Installment Loans Only

Grace Period Deferment Agreement printed and filed in the appropriate language:

Signature/Date \_\_\_\_\_

Store or General Manager Review: Signature/Date

*[Signature]* 1/14/15

Note: If there is a co-borrower on the account, save the following items specific to this person: Customer Affidavit, Driver's License, and Privacy Policy.

### Ability to Pay Summary

Loan Number	14469-0145589
Customer Name	
Is Customer a Covered Borrower	No
Requested Loan Amount	\$2,800.00
Title Fee	\$20
MLV Amount	\$2,800
Gross Monthly Income	\$2,535.00
Current and Expected Monthly Obligations	\$1,000.00
Other TitleMax Loan Payment	
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	Add On / No DMV Fee
Residual Monthly Income	\$1,535.00

210 INSTALLMENT RATE STRUCTURE		
Term	Rate	
100.00	999.99	17.99%
1000.00	1999.99	16.99%
2000.00	2999.99	15.99%
3000.00	3999.99	14.99%
4000.00	4999.99	13.99%
5000.00	10000.00	10.99%

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	7,235
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	2,820
Interest Rate		15.99%
Max Cash to Customer Amount	\$	2,800.00
Actual Cash to Customer Amount	\$	2,800.00
Title Fee Amount	\$	20
Total Loan Amount	\$	2,820

Amortized Loan Payment	\$698.06
Total Payback Amount	\$4,886.43
Minimum Payment to Extend	\$450.92
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$402.86

NV 210 Day Multi-Car 15.99%

APP 001801

## Contact Information

1/10/2015

Company: Titlemax (314391)  
 Contact: Launie Lawson  
 E-Mail: Launie.lawson@titlemax.com

Telephone: 775-298-4503  
 Fax: 775-624-9816

## Notes

## Vehicle Info For 2001 Jeep Grand Cherokee Limited 4D Utility 4WD

MSRP: \$35,095	VIN: 1J4GW58N1	Adj. State: National
Fin Adv: \$4,650	UVC: 2001480031	Mileage: 0
Equip Ret: \$35,750	MPG: 16/21	Mileage Cat: D
Tire Size: 235/65R17	Weight: 5400	Cylinders: 8
Base HP: 195 @ 4600	Fuel Type: Gas	Transmission: A
Taxable HP: 42.9	Wheelbase: 105.9	Drive Train: 4WD
Model Number: WJJP74	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 6CY		

## Wholesale Black Book values as of 1/9/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$4,700	\$3,500	\$2,500
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$4,700	\$3,500	\$2,500

## Trade In Black Book values as of 1/9/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$4,770	\$3,570	\$2,400
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$4,770	\$3,570	\$2,400

## Retail Black Book values as of 1/9/2015

	X-CL	Clean	Average	Rough
Base				

APP 001802

	X-CL	Clean	Average	Rough
	N/A	\$5,975	\$5,975	\$1,975
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$5,975	\$5,975	\$1,975

Residual Black Book values as of 1/9/2015

	12 Month	24 Month	36 Month	42 Month	48 Month	60 Month	End Of Term
Base	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Options	\$0	\$0	\$0	\$0	\$0	\$0	N/A
Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Black Book Add/Deducts

800k Air Pkg +100

Power Control +100

with Factory Air -100

APP 001803



ACV ID: 117718 | TITLEMAX OF RENO, NV #2 | NV | 14469 | (775) 329-2516 | Jamin Cowen

Assessment Date: 01/10/2015

### Collateral Assessment

#### Borrower

First Name: Reed Last Name: Malley Cell Phone Number: 7754202080

Requested Loan Amount: \$2,500 What Is Your Car Worth? \$3,500 Add On? No  
Current Principal: \$0 Due Date: N/A Prior ACV: N/A

#### Collateral

VIN: 1j4gw58n31c586519

Year: 2001 Make: Jeep Model: Grand Cherokee Series: Limited Style: 4D Utility 4WD

Mileage: 129,209 Title Remarks: Clean

#### Vehicle Appraisal

Is there visible accident damage? ☐ Major ☐ Minor ☒ None  
Odometer ☒ Functional ☐ Broken ☐ 5 Digit (Not showing actual mileage)

	A	B	C
Exterior Body	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Engine Motor	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Transmission Shift	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Exterior Hoods	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Engine Appearance	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Tires	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Radio	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Lighting	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Carpet	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Dash/Board	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Console	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Electronics	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
A/C	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Heat	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Door	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Overall Condition	<input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>



ACV ID: 117718 | TITLEMAX OF RENO, NV #2 | NV | 14469 | (775) 329-2516 | Jamin Cowen

Assessment Date: 01/10/2015

ACV

Value Guide

Black Book Rough Value

\$2,500

Successfully Paid Transactions:

Mileage	ACV
109,197	\$3,750
143,399	\$3,750
182,375	\$3,750
80,075	\$3,750
119,548	\$3,375
150,310	\$4,000
163,865	\$3,500
137,682	\$3,750
132,265	\$3,750
67,881	\$3,750
140,294	\$3,750
175,025	\$3,750

Mileage	ACV
130,025	\$3,375
161,708	\$2,500
125,185	\$2,750
199,421	\$3,500
117,214	\$3,500
194,424	\$3,500
141,819	\$1,250
240,444	\$2,000
240,444	\$2,500
111,775	\$3,750
143,506	\$3,075

Mileage	ACV
122,167	\$2,200
106,873	\$2,250

Mileage: 129,209

Condition: A

ACV: \$3,750

Approved Condition: A

Original ACV\*:  
\$3,750

Recommended Range:

Final ACV:  
\$3,750

MLV: \$2,800 (\*Exceeds customer value)

Current Principal (Add On): \$0

Cash to Customer: \$2,500

Approval Status:  
Approved

Approved By:  
Aria Adloo

Reason:

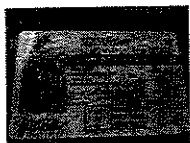
Date/Time Approved:  
Sat Jan 10 13:47:22 EST 2015

General Comments:

Aria Adloo Sat Jan 10 13:47:22 EST 2015  
Jamin Cowen Sat Jan 10 13:30:30 EST 2015 Great Condition Low Miles

ACV ID: 117718 | TITLEMAX OF RENO, NV #2 | NV | 14469 | (775) 329-2516 | Jamin Cowen  
Assessment Date: 01/10/2015

Images



Damage1



Damage2



Title



Front



Rear



Odometer



Interior

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1J4GW58N31C586519	YEAR 2001	MAKE JEEP	MODEL GRAND CHEROK	VEHICLE BODY T4W	TITLE NUMBER NV004513616
DATE ISSUED 02/23/2011	ODOMETER MILES	FUEL TYPE G	SALES TAX PD	EMPTY WT 3959	GROSS WT 5999
VEHICLE COLOR	ODOMETER BRAND EXEMPT			BRANDS	

RECEIVED

MAR 01 2011

### OWNER(S) NAME AND ADDRESS

MALLEY REED KENNETH  
7076 SACRED CIR  
SPARKS NV 89436-5478

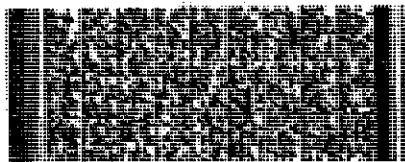
### LIENHOLDER NAME AND ADDRESS

UNITED FINANCE  
PO BOX 11917  
RENO NV 89510-1917

LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

*Sam Gahner* 4/8/14  
SIGNATURE OF AUTHORIZED AGENT DATE

*Sam Gahner* United Finance Co. - Reno  
PRINTED NAME OF AGENT AND COMPANY



FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer Nevada Driver's License Number or Identification Number ☐ AND ☐ OR

Printed Full Legal Name of Buyer Nevada Driver's License Number or Identification Number

Address City State Zip Code  
I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.  
☐ NO TENTHS ☐ The mileage stated is in excess of its mechanical limits.  
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
Exempt - Model year over 9 years old.

ODOMETER READING

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent. ☐

Dealer's License Number

Date of Sale

Signature of Buyer

Printed Full Legal Name of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

CONTROL NO.

29291580

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)



ALTERATION OR ERASURE VOIDS THIS TITLE

APR 001807

<b>FIRST REASSIGNMENT DEALER ONLY</b>	<b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP.</b> <b>FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b> The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):			
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number <input type="checkbox"/> AND <input type="checkbox"/> OR	
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number	
	Address	City	State	Zip Code
	I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.			
	ODOMETER READING <span style="border: 1px solid black; padding: 2px;">NO TENTHS</span> <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY</b> <input type="checkbox"/> Exempt - Model year over 9 yrs. old.			
Signature of Seller(s)/Agent/Dealership		Printed Name of Seller(s)/Agent/Dealership		
I am aware of the above odometer certification made by the seller/agent: <input type="checkbox"/>		Dealer's License Number _____ Date of Sale _____		
Signature of Buyer		Printed Full Legal Name of Buyer		
<b>SECOND REASSIGNMENT DEALER ONLY</b>	<b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP.</b> <b>FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b> The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):			
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number <input type="checkbox"/> AND <input type="checkbox"/> OR	
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number	
	Address	City	State	Zip Code
	I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.			
	ODOMETER READING <span style="border: 1px solid black; padding: 2px;">NO TENTHS</span> <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY</b> <input type="checkbox"/> Exempt - Model year over 9 yrs. old.			
Signature of Seller(s)/Agent/Dealership		Printed Name of Seller(s)/Agent/Dealership		
I am aware of the above odometer certification made by the seller/agent: <input type="checkbox"/>		Dealer's License Number _____ Date of Sale _____		
Signature of Buyer		Printed Full Legal Name of Buyer		
<b>THIRD REASSIGNMENT DEALER ONLY</b>	<b>FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP.</b> <b>FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.</b> The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):			
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number <input type="checkbox"/> AND <input type="checkbox"/> OR	
	Printed Full Legal Name of Buyer		Nevada Driver's License Number or Identification Number	
	Address	City	State	Zip Code
	I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.			
	ODOMETER READING <span style="border: 1px solid black; padding: 2px;">NO TENTHS</span> <input type="checkbox"/> The mileage stated is in excess of its mechanical limits. <input type="checkbox"/> The odometer reading is not the actual mileage. <b>WARNING - ODOMETER DISCREPANCY</b> <input type="checkbox"/> Exempt - Model year over 9 yrs. old.			
Signature of Seller(s)/Agent/Dealership		Printed Name of Seller(s)/Agent/Dealership		
I am aware of the above odometer certification made by the seller/agent: <input type="checkbox"/>		Dealer's License Number _____ Date of Sale _____		
Signature of Buyer		Printed Full Legal Name of Buyer		
<b>LIEN</b>	<b>LIENHOLDER TO BE RECORDED</b>			
	Printed Full Legal Name of Lienholder		FEIN _____	
	(if no lienholder write "NONE")			
Address		City	State	Zip Code

**ALTERATION OR ERASURE VOIDS THIS TITLE**

APP 001808

# Cash Advance Snapshot Report

Filter ( Location: 14469 Loan: 14469-0145589 Ordered by Date)

Tm Reno #2  
900 W. Fifth Street  
Reno, NV 89503  
(775)329-2516

01/10/2015

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's
14469-0145589	01/10/2015	Malley, Reed Kenneth	A9	\$4,886.45	\$2,820.00	\$1,731.62	\$1,802.00	\$2,749.62	0
Transaction #	Type	Trans. Date	New Due Date	Pro? Rev?	Principal	Fees	Amt Paid	Due	
14469-0145589-1	NEL	1/10/2015 10:		X -	\$2,820.00	\$0.00	\$0.00	\$2,820.00	
14469-0145589-2	PMT	2/6/2015 9:23	3/11/2015	X -	(\$45.17)	\$405.83	\$451.00	(\$45.17)	
14469-0145589-3	FEE	2/9/2015 7:01		X -	\$0.00	\$44.37	\$0.00	\$44.37	
14469-0145589-4	PMT	3/6/2015 11:1	4/10/2015	X -	(\$36.88)	\$369.75	\$451.00	(\$81.25)	
14469-0145589-5	FEE	3/11/2015 7:1		X -	\$0.00	\$72.97	\$0.00	\$72.97	
14469-0145589-6	PMT	4/3/2015 12:0	5/10/2015	X -	(\$41.38)	\$335.65	\$450.00	(\$114.35)	
14469-0145589-7	FEE	4/10/2015 7:2		X -	\$0.00	\$100.61	\$0.00	\$100.61	
14469-0145589-8	PMT	5/8/2015 11:5	6/9/2015	X -	\$0.00	\$402.44	\$450.00	(\$47.56)	
14469-0145589 Totals:		1			\$2,696.57	\$1,731.62	\$1,802.00	\$2,749.62	0
01/10/2015 Totals:				1	\$4,886.45	\$2,696.57	\$1,731.62	\$1,802.00	\$2,749.62 0

APP 001809

# Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Reno #2 900 W. Fifth Street Reno, NV 89503		PAYMENT MADE ON BEHALF OF OR BY: Reed Kenneth Malley	
LOAN AGREEMENT IDENTIFICATION NO. 14469-0145589		DATE/TIME OF RECEIPT OF PAYMENT: 05/08/2015 11:53:28 AM	
LOAN AGREEMENT DATE: 1/10/2015 10:39:00 AM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$450.00		AGENT RECEIVING PAYMENT: Garrett Schumacher	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$450.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$450.00
BALANCE DUE ON LOAN:	\$2,749.62
NEXT SCHEDULED DUE DATE:	6/9/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Reed K. Malley  
Printed Name

[Signature]  
Signature

# Customer Receipt/Repayment Plan Receipt (210 day loan)


NAME AND ADDRESS OF THE LICENSEE: Tm Reno #2 900 W. Fifth Street Reno, NV 89503		PAYMENT MADE ON BEHALF OF OR BY: Reed Kenneth Malley	
LOAN AGREEMENT IDENTIFICATION NO. 14469-0145589		DATE/TIME OF RECEIPT OF PAYMENT: 04/03/2015 12:00:36 PM	
LOAN AGREEMENT DATE: 1/10/2015 10:39:00 AM  If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$450.00		AGENT RECEIVING PAYMENT: Garrett Schumacher	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$41.38
INTEREST PAID:	\$408.62
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$450.00
BALANCE DUE ON LOAN:	\$2,696.57
NEXT SCHEDULED DUE DATE:	5/10/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

  
Printed Name

  
Signature

APP 001811

# Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Reno #2 900 W. Fifth Street Reno, NV 89503		PAYMENT MADE ON BEHALF OF OR BY: Reed Kenneth Malley
LOAN AGREEMENT IDENTIFICATION NO. 14469-0145589  LOAN AGREEMENT DATE: 1/10/2015 10:39:00 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/06/2015 11:14:18 AM
AMOUNT PAID: \$451.00	AGENT RECEIVING PAYMENT: Leonor Gonzalez	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$36.88
INTEREST PAID:	\$414.12
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$451.00
BALANCE DUE ON LOAN:	\$2,737.95
NEXT SCHEDULED DUE DATE:	4/10/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Reed K. Malley  
Printed Name

[Signature]  
Signature

APP 001812



## Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Reno #2 900 W. Fifth Street Reno, NV 89503		PAYMENT MADE ON BEHALF OF OR BY: Reed Kenneth Malley	
LOAN AGREEMENT IDENTIFICATION NO. 14469-0145589  LOAN AGREEMENT DATE: 1/10/2015 10:39:00 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/06/2015 09:23:37 AM	
AMOUNT PAID: \$451.00		AGENT RECEIVING PAYMENT: Leonor Gonzalez	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$45.17
INTEREST PAID:	\$405.83
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$451.00
BALANCE DUE ON LOAN:	\$2,774.83
NEXT SCHEDULED DUE DATE:	3/11/2015

- ☐ **Account paid in full by rescission.**
- ☐ **Account paid in full.**
- ☐ **Title Returned Upon Payment in Full.** By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ **Repayment Plan Agreement.**
- ☐ **Grace Period Plan Agreement.**

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Reed K. Malley  
Printed Name

[Signature]  
Signature

APP 001813

TitleMax of Nevada, Inc. d/b/a TitleMax  
900 W. Fifth Street  
Reno, NV 89503  
(775)329-2516  
1/10/2015

Reed Kenneth Malley  
1701 G Street  
Sparks, NV 89431

**Re: Opportunity to Enter into a Repayment Plan**

Dear Customer:

On 1/10/2015 10:39:00 AM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 12/12/2014 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 2/10/2015 ("Date of Default") you defaulted on your payment obligations under the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement. Before we attempt to collect the outstanding balance by repossessing the Vehicle, we are offering you an opportunity to enter into a written AMENDMENT OF THE TITLE LOAN AGREEMENT TO ESTABLISH A REPAYMENT PLAN ("Repayment Plan").

**You have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default.**

To enter into a Repayment Plan you must follow these procedures by 3/12/2015 : (1) return to the location in which you signed the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement; (2) read and sign the Repayment Plan we prepare; and (3) make an initial payment of \$564.00. The total of payments or the remaining balance on the original transaction is \$2,820.00. You made the following payment(s) on the loan:

Date:	12/12/2014	Amount:	\$140.00
Date:	12/12/2014	Amount:	\$140.00

The total amount due if you enter into a Repayment Plan on or before 3/12/2015 will be \$564.00.

Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan.

APP 001814  
14469-014571

If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (1) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (2) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee.

Additionally, if you enter into a Repayment Plan, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (1) accept any additional security or collateral from you to enter into the Repayment Plan; (2) sell to you any insurance (3) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (4) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (5) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (6) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan.

We will prepare the written Repayment Plan and give you a copy of the written Repayment Plan.

Please return to our location in order to enter a Repayment Plan with us.

Sincerely,

---

General Manager, TitleMax of Nevada, Inc. d/b/a TitleMax

Although we have not pursued legal action, pursuant to Nevada law, we are required to give you the following NOTICE OF DEBT:

- (1) The amount of the debt is \$1,520.00 ; (2) TitleMax of Nevada, Inc. d/b/a TitleMax is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**

APP 001815  
14469-014571

## Personal Information

Date 1-10-15	State Issued ID Number 1000510221	Date of Birth 1-20-82	
Last Name Malley	First Name Reed	Middle Name Kenneth	
Home Phone [REDACTED]	Cell Phone Same	Email Address (optional) [REDACTED]	
B Firearms And	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone		
Physical Address (Street Number & Name) 1701 G St.			Apt #
City Sparks	State NV	Zip 89431	County Washoe
Mailing Address (if different from physical address) Same			
City	State	Zip	

## Source of Income

Employer * (Source of Income) [REDACTED]		Employer Address (Street Number & Name) [REDACTED]	
City Sparks	State NV	Zip 89431	Time at Job? 8 months
Work Phone # [REDACTED]	Title Rigger	Supervisor Ben R Malley	
Pay Frequency: (check one) <input type="checkbox"/> 1st & 15th of month <input type="checkbox"/> 15th & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1st day) <input type="checkbox"/> Monthly (3rd day) <input type="checkbox"/> Self-Employed		Next Payday 1-16-15 Current and Expected Gross Monthly Income \$2535.48 Gross Monthly Obligations \$1000.00	Work Shift DAYS.
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			

## Credit References

Business Name [REDACTED]	Phone # [REDACTED]
Address (Street Number & Name) 1609 [REDACTED]	City Reno NV Zip 89510-1917
Business Name [REDACTED]	Phone # [REDACTED]
Address (Street Number & Name) [REDACTED]	City San Diego CA Zip 92150-9090

## Personal References

Name [REDACTED]	Address (Street Number & Name) [REDACTED]	City Reno NV Zip 89509
Relationship To You Friend & Employer	Phone [REDACTED]	Cell Same
Name [REDACTED]	Address (Street Number & Name) [REDACTED]	City Sparks NV Zip 89434
Relationship To You Brother	Phone [REDACTED]	Cell Same
Name [REDACTED]	Address (Street Number & Name) [REDACTED]	City Sparks NV Zip 89434
Relationship To You Friend & Co worker	Phone [REDACTED]	Cell Same
Name [REDACTED]	Address (Street Number & Name) [REDACTED]	City Sparks NV Zip 89436
Relationship To You Son & Employer	Phone [REDACTED]	Cell Same

APP 001816

## Co-Applicant Information

Date		State Issued ID Number		Date of Birth		Social Security #				
Last Name			First Name			Middle Name				
Home Phone			Cell Phone†			Email Address (optional)††				
Best time to call?			Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone							
Physical Address (Street Number & Name)							Apt #			
City			State		Zip		County			
Mailing Address (If different from physical address)										
City			State		Zip					
Employer * (Source of Income)				Employer Address (Street Number & Name)						
City			State		Zip		Time at Job?			
Work Phone #			Job Title		Supervisor					
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed					Next Payday		Current and Expected		Work Shift	
							Gross Monthly Income	Gross Monthly Obligations		
					\$		\$			
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input type="checkbox"/> no										
How did you hear about us? (Circle one.) <div style="display: flex; justify-content: space-between; align-items: flex-start;"> <div style="width: 30%;">             Friend/Referral - Name of referrer? _____              Internet           </div> <div style="width: 15%;">             Saw Store              Billboard           </div> <div style="width: 15%;">             Television              Postcard           </div> <div style="width: 15%;">             Yellow Pages              Other: _____           </div> <div style="width: 20%;">             Repeat Customer           </div> </div>										

### ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

**Notice.** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, [www.ftc.gov](http://www.ftc.gov).

**††Consent to E-mail Communications and Electronic Disclosures.** You are not required to provide your email address. If you provided your email address and authorized us to send emails to you ("Your Consent"), then you are requesting to receive emails from us. This includes disclosures and solicitations. You further consent to the use and acceptance of electronic records, and electronic disclosures. **This Consent to E-mail Communications and Electronic Disclosures** informs you of your rights when receiving legally required disclosures, notices, and any other information from us. By providing Your Consent, you acknowledge receipt of this disclosure. You consent to the use of electronic records, and disclosures. The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those pursuant to the Equal Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and other disclosures or notices under applicable federal, state or local laws or regulations, or any other notices, information, or solicitations we may send. You may request a paper copy of any emailed disclosures by submitting a request through the link found within the emails. You may also send a written request to TitleMax, P. O. Box 8323, Savannah, GA 31412. We will provide such paper copies to you at no charge. We will retain all Disclosures as required by applicable law. Your Consent only applies to emails we send and receive. You consent to electronically receiving disclosures relating to transactions, accounts, and other emails electronically. Before deciding to obtain electronic disclosures, you acknowledge that you considered whether you have the required hardware and software capabilities. To access and retain Disclosures electronically, you will need to use the following computer software and hardware: a PC with Internet access and an Internet Browser that meets the following minimum requirements: Microsoft® Internet Explorer 6.1 or later versions or Mozilla Firefox 2.0 or later versions. The specific Internet Browser must also support at least 128-bit encryption. To read some documents, you will need a PDF file reader like Adobe® Acrobat Reader. If these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. You will need a printer or long-term storage, such as a disk drive, to retain, download, or print the Disclosures. You may withdraw Your Consent at any time. If you want to withdraw Your Consent, submit a request through the link in any email we send, or write to the address found in this disclosure. If you withdraw Your Consent, such withdrawal will not affect the legal effectiveness, validity, or enforceability of prior electronic Disclosures. If your electronic address, mailing address, telephone number, or any information you provided changes, then you agree to inform us. You may contact us by clicking the appropriate link in any email, or writing to the address in this disclosure. BY PROVIDING YOUR EMAIL ADDRESS, AND THEREBY AGREEING, YOU ACKNOWLEDGE AND AGREE THAT YOU: (1) CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE, (2) READ THE INFORMATION ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES, (3) CONSENT TO HAVING DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY REQUEST A PAPER COPY OF ANY EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain a copy of this information to retain for future reference.

APP 001817

**Cellular Phone Calls:** Receipt of cellular phone calls may be subject to charges from your service provider. If you have listed a cell phone above or you give us an updated cell phone number, then you authorize us to call your cell phone number to provide account information such as payment reminders and special promotional offers or sales offers such as offers for credit services, credit, or other financial services.

**Phone Messages.** You authorize us to contact the phone numbers listed. You authorize us to mail correspondence to your address. You authorize us to call and leave messages on any answering machine at your phone numbers above.

**Release of Information.** You authorize us to verify all of the information that you have provided and you acknowledge that this information may be used to verify certain past or current credit or payment history information from third party source(s). You further authorize and consent that we may contact any person or company listed on this Customer Application, including any persons that you may add at a later date. Your application may be rejected if any information provided is found to be false.

**Credit Inquiries and Reporting Authorization.** By signing below, you further agree and authorize us to obtain your credit history reports from credit bureaus and other credit reporting agencies or companies.

**ARBITRATION.** Arbitration is a means for legal matters between parties to be resolved by a neutral arbitrator rather than a Court. We have a policy of arbitrating all claims, demands, and disputes which cannot be resolved in a small claims tribunal, including the scope and validity of this arbitration provision and any right you may have to participate in an alleged class action (hereinafter "dispute(s)"). All customer agreements contain another arbitration provision that supersedes this arbitration provision and governs the resolution of disputes. However, if you do not enter into a customer agreement with us, then this arbitration provision governs the resolution of disputes. You agree that **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY to resolve disputes against us.** The Federal Arbitration Act governs this arbitration provision. If any party has a dispute, they must notify the others in writing of the dispute. You have the right to select either of the following arbitration organizations, which will govern the arbitration under its consumer rules: American Arbitration Association (1-800-778-7879) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees. You will be responsible for your attorney's fees, if any. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. The arbitrator shall not conduct class arbitration. The arbitration hearing will be conducted in the county in which this Customer Application was signed. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Customer Application and the Arbitration Provision, including the prohibition on class arbitration.

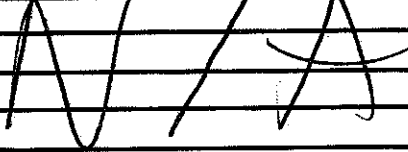
**WARNING:** This type of transaction is only intended to address short-term, NOT long-term, credit needs. Repeated or frequent use can create serious financial hardships. You should evaluate the costs and benefits of all alternatives before entering into this type of transaction. Other forms of short-term credit that may be less expensive include a loan from another institution or from family or friends, a credit card cash advance, an account with overdraft protection, or a salary advance.

**Privacy Policy.** You verify that you have received a copy of the company's Privacy Policy.

**Updates:** You agree to inform us of any changes to the information contained in this Customer Application throughout the course of your business relationship with us.

#### **Ability to Repay Verification.**

Pursuant to Nevada law, we are required to obtain a written and signed Affidavit from you addressing the following: (i) you have provided TitleMax with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and (ii) you have the ability to repay. You will be asked to sign the Affidavit before signing the Title Loan Agreement. TitleMax offers a "thirty day" Title Loan and six "thirty day" extensions as allowed by Nevada law. In addition, Nevada law requires that the amount of our loan does not exceed the fair market value of your motor vehicle. Furthermore, we have a policy of allowing those who remain in good standing with TitleMax by timely extending their loan obligations six times as allowed by law, to participate in an interest free workout repayment plan, in which no down payment is required. For such customers, we typically agree to a 7 to 8 month interest free repayment plan with a payment amount that never exceeds the extension payment amount. Therefore, in performing our internal underwriting and ability to repay analysis for your requested loan, we will (i) examine the motor vehicle and determine its fair market value, and (ii) rely upon the employment and sources of income information as well as the current and expected gross monthly income and obligations made in this Application, and assume no changes in same for 14 months. **IF YOU EXPECT (i) YOUR EMPLOYMENT OR SOURCE OF INCOME, OR (ii) YOUR GROSS MONTHLY INCOME AND GROSS MONTHLY OBLIGATIONS TO CHANGE IN THE NEXT 14- 15 MONTHS, PLEASE EXPLAIN THE CHANGES AS FOLLOWS:**



By signing below and submitting this Customer Application, you are verifying that all of the information in this Customer Application is accurate and correct, including the personal references, contact information, employment or source of income, and current and

Affidavit

STATE OF NEVADA  
COUNTY OF Washoe

Title Loan Agreement No.: 14469-0145589  
Date: 1/10/2015

Customer Name: Reed Kenneth Malley  
Address: 1701 G Street  
Sparks, NV 89431  
Co-Borrower Name:  
Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax  
Address:  
900 W. 5th St  
Reno, NV 89503

Vehicle Information: VIN: 1J4GW58N31C586519  
License Plate State and No: Veteran 7884 Color: Gold Year: 2001 Make: Jeep Model: Grand Cherokee

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a Titlemax, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: (a) *The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, Reed Kenneth Malley, being first duly sworn, states as follows:

1. You have provided us with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and
2. You have the ability to repay the title loan.

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: 

Co-Borrower Signature: \_\_\_\_\_

APP 001819

expected gross monthly income and obligations. You agree that you have told us about any changes you expect within the next 14 months relating to (i) your employment or source of income, and (ii) current and expected gross monthly income and obligations. You agree that you have read and understood all the above statements, including the Arbitration Provision.

  
Applicant Signature

1-10-15  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

APP 001820



# Income Worksheet

Employee Use Only

## Income

Employment	Description	Amount
Gross Monthly Salary or Wages		\$ 2522.48
Part-Time Gross Monthly Salary or Wages		\$
Other/Expected Income	Description	Amount
Gross Bonus or Commission		\$
Social Security/ Disability		\$
Gross Pension/Retirement	VA Dis.	\$ 130.00
Unemployment		\$
Alimony or Child Support		\$
Other Income (Babysitting, Lawn care, etc.):		\$
Total Current/Expected Income	Part 1: Please add all income amounts and enter amount here	+\$ 2535.48
Total Monthly Expense	Part 2: Please add all monthly expenses and enter amount here	-\$ <del>400.00</del> 1000.00

Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total

Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income.

= \$ 1535.48

Applicant Name:

Reed K. Malley

Today's date:

1-10-15

Driver's License/Government Issued ID Number:

Employee Use Only

**A - 8**

APP 001822

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 900 W 5TH ST RENO NV.89503

Exam as of: 5/4/2015

Borrower Name &amp;

Address: JOSE DELAMORA

Examiner: JD

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
14469-0160906	4/13/2015	\$4,020.00	5/13/2015	\$1,949.82	7	\$852.83	133.71%	YES

Loan Type: Deferred Deposit ☐ High-Int Loans ☐ Title Loans ☒ Purpose of loan:

Is the loan secured? YES If so, what is the collateral? 2008 CHEV SILVERADO If secured by a vehicle title, is it filed and perfected?

What is the borrower's expected gross monthly income? \$4,800 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

(Applies to Deferred Deposit Only) Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? N/A

NRS 604A.425(1a)

(Applies to D/D Loans) Does the original term of the D/D Loan not exceed 35 days? N/A

NRS 604A.408(1)

(Applies to High-Interest Loans Only) Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? N/A

NRS 604A.425(1b)

(Applies High-Int Loans) Does the original term of the HIL not exceed 35 days? N/A

NRS 604A.408(1)

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$27,500.00

NRS 604A.450(1)

(Applies to Title Loans Only) Does the original term of the title loan exceed 30 days? NO

NRS 604A.445(1)

(Applies to Title Loans Only) Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? NO

NRS 604A.445(2)

Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)? YES

Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)? YES

Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, pursuant to NRS 604A.410 (2)? YES

Is the loan a collection account? N

Has the loan been extended or renewed? N

N

How many times?

Extensions: Title-6 add'l periods;  
D/D & High Int Loans - 90 days

Are receipts filed?

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

## Title Loan Agreement

Date: 4/13/2015

Number: 14469-0160906

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14469-0160906	
FIRST NAME Jose	LAST NAME Delamora	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
SSN (SSN)	DRIVERS LIC./STATE ID. NO. [REDACTED]	CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 2688 Red Bird		CO-CUSTOMER STREET ADDRESS	
City Reno	STATE NV	ZIP CODE 89523	CO-CUSTOMER CITY CO-CUSTOMER STATE CO-CUSTOMER ZIP CODE
DATE OF BIRTH [REDACTED]		CO-CUSTOMER HOME PHONE	CO-CUSTOMER DATE OF BIRTH
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday	
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (775)329-2516	
LICENSEE STREET ADDRESS 900 W. Fifth Street		LICENSEE CITY Reno	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1GCJK33638F147180		LICENSEE ZIP CODE 89503	
VEHICLE YEAR 2008		VEHICLE MAKE Chevrolet	VEHICLE MODEL Silverado
VEHICLE COLOR White		VEHICLE PLATE DADDYS	

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$4,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until 11/09/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>133.7129 %</b>	<b>\$1,949.82</b>	<b>\$4,020.00</b>	<b>\$5,969.82</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$852.83	5/13/2015 and each 30 days thereafter
1	\$852.84	11/9/2015

Security: You are giving a security interest in the Title to the Motor Vehicle.

Filing Fee: \$20.00

Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

Itemization of Amount Financed of	\$4,020.00
1. Amount given to you directly:	\$4,000.00
2. Amount paid on your account:	\$0.00
3. Amount paid to public officials:	\$20.00
4. Amount paid to _____ on your behalf:	\$0.00

**Calculation of Interest, Application of Payments and Security Interest.**

We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

**Right to Rescind and Prepayment.** You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

**Grace Period.** For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

**Repayment Plan Disclosure:** If you default on the loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, and before we repossess the Motor Vehicle.

**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.** You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (ii) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.** Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 864-5368.

2. You acknowledge and agree that by entering into this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
- (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Nevada.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

Page 4 of 5

APP 001827  
M.T.B. Motor Vehicle Loan Agreement 2.04.2014





## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14469-0160906

Customer Name: Jose Delamora Address: 2688 Red Bird Reno, NV 89523  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 900 W. Fifth Street Reno, NV 89503  Vehicle Information: 2008 Chevrolet Silverado 1GCJK33638F147180
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 04/13/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferment Agreement.

**Grace Period Payments Deferment.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferment Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferment Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferment Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferment Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferment Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Grace Periods Payments Deferment Schedule**

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$441.80	5/13/2015
2	\$441.80	6/12/2015
3	\$441.80	7/12/2015
4	\$441.80	8/11/2015
5	\$441.80	9/10/2015
6	\$441.80	10/10/2015
7	\$441.80	11/9/2015
8	\$574.29	12/9/2015
9	\$574.29	1/8/2016
10	\$574.29	2/7/2016
11	\$574.29	3/8/2016
12	\$574.29	4/7/2016
13	\$574.29	5/7/2016
14	\$574.26	6/6/2016
The total amount paid after making all payments under the terms of the Grace Period Payments Deferment Agreement:		\$7,112.60

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure:** If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferral Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferral Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (i) default on Grace Period Payments Deferral Agreement and do not enter into a Repayment Plan and we do not waive the default, or (ii) default on Grace Period Payments Deferral Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferral Agreement.

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferral Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferral Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferral Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferral Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Its Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

APP 001832

# Message Me & Cell Verification

We want to keep you informed about your account information, promotional offers, & other news! Please let us know how we can stay in touch with you by initialing one of the lines below regarding texts from any TitleMax or TMX entity, including TitleBucks, InstaLoan, EquityAuto Loan, or US TitleLoan ("TMX").

**Message Me:** If you do not wish to receive account, sales, or marketing texts from us, you should not initial below.

## YES to Marketing & Account Messages

(initials)

By initialing to the left, you authorize TMX to contact you via text about account information and TMX marketing.

Mobile Number: \_\_\_\_\_

(xxx) xxx-xxxx

## YES to Account Messages

(initials)

By initialing to the left, you authorize TMX to contact you via text about account information

Mobile Number: \_\_\_\_\_

(xxx) xxx-xxxx

**Cell Phone Verification:** If you do not wish to receive recurring text messages, please allow us to verify your cell phone number through text. Please confirm you agree to this verification by initialing one of the lines below:

**If you do not have a cell phone or do not allow us to verify your cell phone number, you agree to allow us to take a photograph of you at the time of the transaction. The photograph is only for verification of identity and will not be used for any other purpose.**

## YES to Cell Phone Verification

(initials)

By initialing to the left, you authorize TMX to verify your cell phone number through a two-text message verification process. Initialing to the left *will not* opt you into the recurring text program.

Mobile Number: \_\_\_\_\_

(xxx) xxx-xxxx

## NO to Cell Phone Verification and Text Messaging Program

(initials)

By initialing to the left, you *do not* authorize TMX to verify your phone number via text or opt you in to the text program.

**Opt Out Rights:** At any time, you may withdraw your consent to receive text messages by choosing the "opt-out" button on any text message you receive or replying "STOP" to any text. You can also send an email to [optout@titlemax.com](mailto:optout@titlemax.com), or call our customer service line at 1-800-804-5368. Please allow 3-5 business days for us to process your request.

**Acknowledgements:** You acknowledge and agree as follows: (a) you are not required to initial "Yes" to any of the above options in order to obtain credit through us; (b) any texts we send may be accessed by anyone with access to your texts; (c) your mobile phone service provider may charge you fees for texts that we send you; (d) TMX has no liability for the costs of any texts we send you; (e) any replies you send in response to text messages received from us, other than opt-out responses noted below, are not received by any TMX entity, and the information contained therein will not be communicated; (f) if you change your cell phone number, you will need to inform TMX of that change and sign a new consent in order to continue to receive text messages from us; and (g) you have received a copy of our Privacy Policy, which also may be found at [www.titlemax.biz/privacy-policy](http://www.titlemax.biz/privacy-policy).

Customer Name: Jose DeLaMora "JD"  
(Please Print)

Customer Signature: \_\_\_\_\_

Date: 4/13/2015

Employee Name: Carroll Schumacher  
(Please Print)

Employee Signature: \_\_\_\_\_

Store Name: 14469

Opt-In Confirmation Code: 16964  
(for employee use only)

IN THE SUPREME COURT OF THE STATE OF NEVADA

TITLEMAX OF NEVADA, INC. and  
TITLEBUCKS d/b/a  
TITLEMAX, a Nevada corporation,

Respondent(s),  
v.

STATE OF NEVADA,  
DEPARTMENT OF BUSINESS  
AND INDUSTRY FINANCIAL  
INSTITUTIONS DIVISION,

Appellant(s).

Electronically Filed  
Apr 19 2018 08:16 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No. 74335

District Court No. A-16-743134-J

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APPELLANT'S APPENDIX

VOLUME 8 of 75

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DAVID J. POPE (Bar No.08617)

Senior Deputy Attorney General

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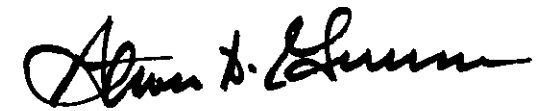
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CLERK OF THE COURT

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*Attorneys for Respondent*

DISTRICT COURT  
CLARK COUNTY, NEVADA

TITLEMAX OF NEVADA, INC. and  
TITLEBUCKS d/b/a TITLEMAX, a  
Nevada corporation

Petitioner,

vs.

STATE OF NEVADA, DEPARTMENT OF  
BUSINESS AND INDUSTRY  
FINANCIAL INSTITUTIONS DIVISION,

Respondent.

Case No. A-16-743134-J  
Dept. No. XV

TRANSMITTAL OF  
RECORD ON APPEAL

TO: STEVEN D. GRIESON, Clerk of the above-captioned Court

Pursuant to NRS 233B.131, the transmittal of the Record on Appeal, in accordance with the Nevada Administrative Procedure Act (Chapter 233B of the Nevada Revised Statutes), is hereby made as follows:

.....

.....

.....

.....

APP 001589

1  
2 The Record herein, Bates numbered ROA 1 - 12412, in the above-captioned matter.  
3 The transcript of the administrative hearing was previously filed with the Court by the  
4 Petitioner on October 18, 2016.

5 DATED this 26<sup>th</sup> day of October, 2016

6 ADAM PAUL LAXALT  
7 Attorney General

8 By: /s/ VIVienne RAKOWSKY  
9 VIVienne RAKOWSKY (Bar. No. 9160)  
10 Deputy Attorney General  
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1 ROA  
2 ADAM PAUL LAXALT  
3 Attorney General  
4 DAVID J. POPE (Bar. No. 08617)  
5 Senior Deputy Attorney General  
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20 DISTRICT COURT  
21 CLARK COUNTY, NEVADA

22 TITLEMAX OF NEVADA, INC. and  
23 TITLEBUCKS d/b/a TITLEMAX, a  
24 Nevada corporation

25 Petitioner,

26 vs.

27 STATE OF NEVADA, DEPARTMENT OF  
28 BUSINESS AND INDUSTRY  
FINANCIAL INSTITUTIONS DIVISION,

Respondent.

Case No. A-16-743134-J  
Dept. No. XV

RECORD ON APPEAL IN ACCORDANCE WITH THE  
NEVADA ADMINISTRATIVE PROCEDURE ACT  
(Chapter 233B of NRS)

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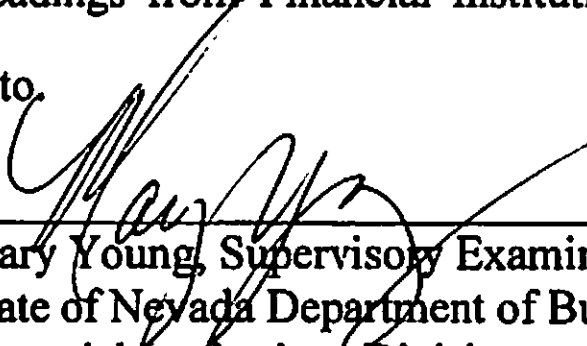
ADAM PAUL LAXALT  
Attorney General

By: /s/ VIVienne RAKOWSKY  
VIVienne RAKOWSKY (Bar. No. 9160)  
Deputy Attorney General



CERTIFICATION

I, Mary Young, am a Supervisory Examiner for the State of Nevada Department of Business and Industry. I hereby certify that the entire record of the administrative proceedings, which are the subject of Case No. A-16-743134-J in the District Court of Clark County, Nevada, consists of the above listed pleadings from Financial Institutions Division's case No. 50576-2003072, which is attached hereto.

  
\_\_\_\_\_  
Mary Young, Supervisory Examiner  
State of Nevada Department of Business and Industry  
Financial Institutions Division

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8 **BEFORE THE NEVADA FINANCIAL INSTITUTIONS DIVISION**

9 \* \* \*

10 IN THE MATTER OF:

11 TITLEMAX OF NEVADA, INC. and  
12 TITLEBUCKS d/b/a TITLEMAX

) **ADMINISTRATIVE COMPLAINT FOR**  
) **DISCIPLINARY ACTION AND**  
) **NOTICE OF HEARING**  
)

13  
14 **ADMINISTRATIVE COMPLAINT FOR DISCIPLINARY ACTION**

15 GEORGE E. BURNS, Commissioner of the NEVADA FINANCIAL INSTITUTIONS  
16 DIVISION of the DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA (the  
17 "Division"), complains for disciplinary action against TITLEMAX OF NEVADA, INC. and  
18 TITLEBUCKS d/b/a TITLEMAX (hereinafter "TITLEMAX") as follows:

19 **JURISDICTION**

- 20 1. Pursuant to Nevada Revised Statutes (NRS) Chapter 604A, the Division is vested with  
21 the exclusive and original jurisdiction over the regulation, business practices, licensing,  
22 examinations, and disciplinary action related to deferred deposit lending, high-interest  
23 lending, title lending, and check cashing services in Nevada.
- 24 2. TITLEMAX is now, and was at all pertinent times alleged herein, licensed in Nevada by  
25 the Division as a deferred deposit lender, and / or a high-interest lender, and / or a title  
26 lender, and / or a check cashing service, pursuant to NRS Chapter 604A.
- 27 3. As the holder of a Chapter 604A license, TITLEMAX is subject to the provisions of NRS  
28 Chapter 604A and Nevada Administrative Code (NAC) Chapter 604A.

- 1 4. The Division files this Complaint pursuant to NRS 604A.820 based upon the matters  
2 asserted herein and seeks the relief set forth below.

3 **FACTUAL ALLEGATIONS**

4 **GENERAL FACTS**

- 5 5. TITLEMAX is incorporated as a domestic corporation under the laws of Nevada and its  
6 resident agent is The Corporation Trust Company of Nevada, located at 701 S. Carson  
7 Street, Suite 200, Carson City, Nevada 89701.
- 8 6. TITLEMAX is licensed by the Division to conduct the business of lending at 42 locations  
9 in Nevada and the corporate office is located at 15 Bull Street, Suite 200, Savannah,  
10 Georgia 31401.
- 11 7. On or about May 4, 2015, through on or about June 17, 2015, the Division conducted its  
12 annual examination of TITLEMAX to ensure compliance with NRS Chapter 604A and  
13 NAC Chapter 604A (the "2015 Examination").
- 14 8. The 2015 Examination involved a review of two to five percent of TITLEMAX'S loans at  
15 each of TITLEMAX'S 42 locations in Nevada.
- 16 9. The Division issued a Report of Examination (ROE) to TITLEMAX based upon the  
17 results of the 2015 Examination.
- 18 10. The Division rates licensees as follows, in descending order of compliance:  
19 Satisfactory, Needs Improvement, or Unsatisfactory.
- 20 11. The Division rated TITLEMAX "Needs Improvement" in its 2014 ROE due to  
21 TITLEMAX'S violations of NRS 604A.210, NRS 604A.445, and NAC 604A.230.
- 22 12. During the 2015 Examination, the Division cited TITLEMAX for repeatedly violating NRS  
23 604A.210, NRS 604A.445, and NAC 604A.230.
- 24 13. Thus, in the 2015 ROE, the Division rated TITLEMAX "Unsatisfactory" due to the  
25 repeated violations.
- 26 14. The repeated violations cited in the 2015 Examination are:  
27 a. Charging interest in violation of NRS 604A.210 and / or NRS 604A.445; and  
28

- b. Requiring or accepting co-borrowers on title loans in which the co-borrower has no ownership in the vehicle used for the title loan, in violation of NAC 604A.230 in accordance with NRS 604A.105 and NRS 604A.115.

15. The Commissioner has reasonable cause to believe that TITLEMAX is violating or is threatening to or intends to violate provisions of NRS Chapter 604A and NAC Chapter 604A.

#### **FACTS REGARDING TITLEMAX'S UNLAWFUL GRACE PERIOD AMENDMENT**

16. Pursuant to the TITLEMAX'S original Title Loan Agreement (Loan), the customer makes seven fully amortized installment payments within 210 days to pay the loan off without a balloon payment at the end of the loan.

17. The Division has concluded that the Loan complies with NRS 604A.445(3)(a)-(d).

18. During the 2014 and 2015 Examinations, the Division's examiners observed TITLEMAX employees routinely offer customers an amendment to the Loan called the "Grace Period Payments Deferment Agreement" (Grace Period Amendment).

19. The text of the Grace Period Amendment provides in pertinent part:

"Because this is only an amendment and modification of the loan agreement in which we are only modifying and deferring your payments under the Title Loan Agreement, you acknowledge and agree that all of the terms and conditions of the Title Loan Agreement, including the charging of simple interest and waiver of jury trial and arbitration provision remain in full force and effect."

20. As a business pattern and practice, TITLEMAX employees offer the Grace Period Amendment prior to the customer's default on the Loan.

21. Customers are lured into the Grace Period Amendment because it typically decreases their initial payments.

22. Payments are not fully amortized under Grace Period Amendment.

23. TITLEMAX charges customers more money under the Grace Period Amendment than it does under the Loan.

24. The Grace Period Amendment schedules 14 monthly payments within 390 days.

25. Documents from the 2015 Examination show that TITLEMAX charges customers more money under the Grace Period Amendment than under the Loan.<sup>1, 2</sup>

Loan No.	Customer Name	Amount due under the Loan	Amount paid by the customer under the Grace Period Amendment	Unlawful overage amount charged and received by TITLEMAX
10169-0121672	J.V.	\$5,079.66	\$5,826.74	\$747.08
11669-0112962	G.T.	\$3,500.21	\$4,219.84	\$719.63
11169-0129196	B.P.	\$7,212.73	\$8,645.45	\$1,432.72
10069-0120952	M.A.	\$11,880.22	\$14,133.17	\$2,252.95

26. Documents from the 2015 Examination show 307 examples of TITLEMAX charging customers more money under the Grace Period Amendment than under the Loan.

27. The 307 examples only reflect the two to five percent sampling of loans examined by the Division.

28. Of those 307 examples, TITLEMAX charged and received unlawful overage amounts from 24 customers totaling \$8,863.21.

29. Of those 307 examples, 283 remain in "open" status whereby TITLEMAX charged and will potentially receive unlawful overage amounts totaling \$370,090.74.

30. Assuming that the 307 examples of TITLEMAX charging customers more money under the Grace Period Amendment reflects a five percent sample size, then by mathematical extrapolation, TITLEMAX may have unlawfully charged customers a total of approximately 6,140 times during the period covered by the 2015 Examination.

<sup>1</sup> This Table summarizes four of TITLEMAX'S loans examined during the 2015 Examination whereby each customer has already paid the unlawful overage amount.

<sup>2</sup> Exhibits 1-4, attached hereto, include the Loan, Grace Period Amendment, and Customer Receipts for each of the four loans summarized by the Table. The fact that payments are not amortized under the Grace Period Amendment is evidenced by Bates Stamped page 007 in each the exhibits.

- 1 31. Further, assuming that the average overage amount charged by TITLEMAX under each  
2 Grace Period Amendment is \$1,288.09 (determined by averaging the unlawful charges  
3 from paragraph 25), then TITLEMAX unlawfully charged Nevada customers  
4 approximately \$7,908,872.60 during the period covered by the 2015 Examination.
- 5 32. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX  
6 charged customers more money under the Grace Period Amendment.
- 7 33. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX  
8 charged customers more money under the Grace Periods Amendment, after the  
9 Division rated TITLEMAX "Needs Improvement" in the 2014 examination.
- 10 34. NRS 604A.070 provides in full as follows:
- 11 **NRS 604A.070 "Grace period" defined.**  
12 1. "Grace period" means any period of deferment offered  
13 gratuitously by a licensee to a customer if the licensee complies  
14 with the provisions of NRS 604A.210.
- 15 35. NRS 604A.210 provides in full as follows:
- 16 **NRS 604A.210 Chapter does not prohibit licensee from**  
17 **offering customer grace period.**  
18 The provisions of this chapter do not prohibit a licensee from  
19 offering a customer a grace period on the repayment of a loan or an  
20 extension of a loan, except that the licensee shall not charge the  
21 customer:  
22 2. Any fees for granting such a grace period; or  
23 Any additional fees or additional interest on the  
24 outstanding loan during such a grace period.  
25 (Emphasis added.)  
26 ...  
27 ...  
28 ...

1 36. NRS 604A.445(3) provides in full as follows:

2           **NRS 604A.445      Title loans: Restrictions on duration of loan**  
3           **and periods of extension.**

4           **Notwithstanding any other provision of this chapter to the**  
5           **contrary:**

6           ...

7           3.   The original term of a title loan may be up to 210 days if:

8               (a)   The loan provides for payments in installments;

9               (b)   The payments are calculated to ratably and fully  
10               amortize the entire amount of principal and  
11               interest payable on the loan;

12               (c)   The loan is not subject to any extension; and

13               (d)   The loan does not require a balloon payment of any  
14               kind.

15                               (Emphasis added.)

16 37.   TITLMAX, through its Grace Period Amendment, charges additional fees and / or  
17   additional interest during grace periods.

18 38.   TITLMAX, through its Grace Period Amendment, makes title loans that last up to 390  
19   days, which exceeds the maximum original term of 210 days allowed pursuant to NRS  
20   604A.445(3).

21 39.   TITLMAX, through its Grace Period Amendment, makes title loans whereby payments  
22   are not fully amortized.

23 40.   TITLMAX, through its Grace Period Amendment, makes title loans that require one or  
24   more balloon payments.

25 41.   TITLMAX'S repeated violations were without any attempt to correct the deficiencies,  
26   and thus the repeated violations were willful, and / or intentional, and / or without any  
27   exercise of due care.

28 42.   TITLMAX'S systematic business practice of amending the Loan via the Grace Period  
Amendment is predatory and shows a *willful* intent to evade NRS and NAC 604A in  
order to *unlawfully* charge Nevada customers what may amount to *millions* of dollars.

...

**FACTS REGARDING TITLEMAX'S UNLAWFUL GUARANTORS**

43. Onsite visits to TITLEMAX locations and conversations between the Division's examiners and TITLEMAX's employees show that TITLEMAX requires and / or accepts a guarantor to a transaction entered into with a customer.

44. Examination papers from the 2015 Examination show that TITLEMAX requires and / or accepts a co-signor on a title loan to a customer where the co-signor's name is not on the title to the vehicle.

45. TITLEMAX's loan agreements require and / or accept a co-signor on a title loan to a customer where the co-signor's name is not on the title to the vehicle.

46. NRS 604A.105(1)(a)(1)-(2) provides in full as follows:

**NRS 604A.105 "Title loan" defined.**

1. "Title loan" means a loan made to a customer pursuant to a loan agreement which, under its original terms:
  - (a) Charges an annual percentage rate of more than 35 percent; and
  - (b) Requires the customer to secure the loan by either:
    - (1) Giving possession of the title to a vehicle legally owned by the customer to the licensee or any agent, affiliate or subsidiary of the licensee; or
    - (2) Perfecting a security interest in the vehicle by having the name of the licensee or any agent, affiliate or subsidiary of the licensee noted on the title as a lienholder.  
(Emphasis added.)

47. NRS 604A.115 provides in full as follows:

**NRS 604A.115 "Title to a vehicle" or "title" defined.**

"Title to a vehicle" or "title" means a certificate of title or ownership issued pursuant to the laws of this State that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

48. NAC 604A.230(1)(a) provides in full as follows:

**NAC 604A.230(1) Prohibited acts: Miscellaneous acts.**

1. A licensee shall not:
  - (a) Require or accept a guarantor to a transaction entered into with a customer.



- 1 49. The term "guarantor" is not defined in NRS Chapter 604A or NAC 604A.
- 2 50. A guarantor is "One who makes a guaranty or gives security for a debt." BLACK'S LAW
- 3 DICTIONARY 711 (7<sup>th</sup> ed. 1999).
- 4 51. A guaranty is "A promise to answer for the payment of some debt, or the performance of
- 5 some duty, in case of the failure of another who is liable in the first instance." BLACK'S LAW
- 6 DICTIONARY 712 (7<sup>th</sup> ed. 1999).
- 7 52. A title loan requires the *customer* to secure the loan. NRS 604A.105(1)(b).
- 8 53. A title loan requires that the *customer* give possession of the *title to a vehicle legally*
- 9 *owned by the customer* to the licensee. NRS 604A.105(1)(b)(1).
- 10 54. Regardless of whether guarantor is called a co-borrower or a co-signor, the licensee is
- 11 prohibited from requiring or accepting security or a promise to answer for payment from
- 12 anyone other than the customer whose name is on the title.
- 13 55. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX
- 14 required or accepted a guarantor to a loan with a customer.
- 15 56. An evidentiary hearing is necessary to determine why TITLEMAX required or accepted
- 16 a guarantor to a loan with a customer.
- 17 57. An evidentiary hearing is necessary to determine what, if any, effect the relationship
- 18 between the customer and the guarantor would have on the Division's analysis.
- 19 58. An evidentiary hearing is necessary to determine exactly how many times TITLEMAX
- 20 required or accepted a guarantor to a loan with a customer, after the Division rated
- 21 TITLEMAX "Needs Improvement" in the 2014 examination.
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### ALLEGED VIOLATIONS

59. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.210(1) and / or (2), one or more times, by charging the customer additional fees and / or interest during a grace period.
60. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX willfully violated NRS 604A.210(1) and / or (2), one or more times, by charging the customer additional fees and / or interest during a grace period.
61. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(b), one or more times, by calculating payments on loans to customers that do not ratably and fully amortize the entire amount of principal and interest payable on the loan.
62. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX willfully violated NRS 604A.445(3)(b), one or more times, by calculating payments on loans to customers that do not ratably and fully amortize the entire amount of principal and interest payable on the loan.
63. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(c), one or more times, by extending loans to customers for a term of up to 390 days.
64. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX willfully violated NRS 604A.445(3)(c), one or more times, by extending loans to customers for a term of up to 390 days.
65. Based upon and incorporating by reference the foregoing Factual Allegations, the Commissioner alleges that TITLEMAX violated NRS 604A.445(3)(d), one or more times, by separating interest and principal which results in the customer paying one or more balloon payments.

1 66. Based upon and incorporating by reference the foregoing Factual Allegations, the  
2 Commissioner alleges that TITLEMAX willfully violated NRS 604A.445(3)(d), one or  
3 more times, by separating interest and principal which results in the customer paying  
4 one or more balloon payments.

5 67. Based upon and incorporating by reference the foregoing Factual Allegations, the  
6 Commissioner alleges that one or more of TITLEMAX'S repeat violations are willful,  
7 and / or intentional, and / or without any exercise of due care to prevent the repeat  
8 violations.

9 **DISCIPLINE AUTHORIZED**

10 68. NRS 604A.810 provides in full as follows:

11 **NRS 604A.810 Order to desist and refrain; action to enjoin**  
12 **violation; appointment of receiver.**

- 13 1. Whenever the Commissioner has reasonable cause to  
14 believe that any person is violating or is threatening to or  
15 intends to violate any provision of this chapter, the  
16 Commissioner may, in addition to all actions provided for  
17 in this chapter and without prejudice thereto, enter an  
18 order requiring the person to desist or to refrain from such  
19 violation.
- 20 2. The Attorney General or the Commissioner may bring an action  
21 to enjoin a person from engaging in or continuing a violation or  
22 from doing any act or acts in furtherance thereof. In any such  
23 action, an order or judgment may be entered awarding a  
24 preliminary or final injunction as may be deemed proper.
- 25 3. In addition to all other means provided by law for the  
26 enforcement of a restraining order or injunction, the court in  
27 which an action is brought may impound, and appoint a receiver  
28 for, the property and business of the defendant, including  
books, papers, documents and records pertaining thereto, or so  
much thereof as the court may deem reasonably necessary to  
prevent violations of this chapter through or by means of the  
use of property and business, whether such books, papers,  
documents and records are in the possession of the defendant,  
a registered agent acting on behalf of the defendant or any  
other person. A receiver, when appointed and qualified, has  
such powers and duties as to custody, collection,  
administration, winding up and liquidation of such property and

business as may from time to time be conferred upon the receiver by the court.  
(Emphasis added.)

69. The procedures for taking disciplinary action are as follows:

**NRS 604A.820 Procedure for taking disciplinary action; authorized disciplinary action; grounds.**

1. If the Commissioner has reason to believe that grounds for revocation or suspension of a license exist, he shall give 20 days' written notice to the licensee stating the contemplated action and, in general, the grounds therefore and set a date for a hearing.
2. At the conclusion of a hearing, the Commissioner shall:
  - (a) Enter a written order dismissing the charges, revoking the license or suspending the license for a period of not more than 60 days, which period must include any prior temporary suspension. The Commissioner shall send a copy of the order to the licensee by registered or certified mail.
  - (b) Impose upon the licensee an administrative fine of not more than \$10,000 for each violation by the licensee of any provision of this chapter or any regulation adopted pursuant thereto.
  - (c) If a fine is imposed pursuant to this section, enter such order as is necessary to recover the costs of the proceeding, including his investigative costs and attorney's fees.  
(Emphasis added.)
3. The grounds for revocation or suspension of a license are that:
  - (a) The licensee has failed to pay the annual license fee;
  - (b) The licensee, either knowingly or without any exercise of due care to prevent it, has violated any provision of this chapter or any lawful regulation adopted pursuant thereto;
  - (c) The licensee has failed to pay a tax as required pursuant to the provisions of chapter 363A of NRS;
  - (d) Any fact or condition exists which would have justified the Commissioner in denying the licensee's original application for a license pursuant to the provisions of this chapter; or
  - (e) The licensee:
    - (1) Failed to open an office for the conduct of the business authorized by his license within 180 days after the date his license was issued; or

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- (2) Has failed to remain open for the conduct of the business for a period of 180 days without good cause therefore.
- 4. Any revocation or suspension applies only to the license granted to a person for the particular office for which grounds for revocation or suspension exist.
- 5. An order suspending or revoking a license becomes effective 5 days after being entered unless the order specifies otherwise or a stay is granted.

70. NRS 604A.900 provides in full as follows:

**NRS 604A.900 Remedies for certain willful violations.**

- 1. Except as otherwise provided in this section, if a licensee willfully:
  - (a) Enters into a loan agreement for an amount of interest or any other charge or fee that violates the provisions of this chapter or any regulation adopted pursuant thereto;
  - (b) Demands, collects or receives an amount of interest or any other charge or fee that violates the provisions of this chapter or any regulation adopted pursuant thereto; or
  - (c) Commits any other act or omission that violates the provisions of this chapter or any regulation adopted pursuant thereto,
    - the loan is void and the licensee is not entitled to collect, receive or retain any principal, interest or other charges or fees with respect to the loan.
- 2. The provisions of this section do not apply if:
  - (a) A licensee shows by a preponderance of the evidence that the violation was not intentional and resulted from a bona fide error of computation, notwithstanding the maintenance of procedures reasonably adapted to avoid that error; and
  - (b) Within 60 days after discovering the error, the licensee notifies the customer of the error and makes whatever adjustments in the account are necessary to correct the error.  
(Emphasis added.)

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**RELIEF SOUGHT**

71. Based upon the allegations contained herein which constitute sufficient cause for disciplinary action against the licensee pursuant to the provisions of NRS Chapter 604A and NAC Chapter 604A, the Commissioner prays for relief as follows:

- A. That TITLEMAX be fined a monetary sum pursuant to the parameters defined at NRS 604A.820(2);
- B. That action be taken against TITLEMAX's license pursuant to the parameters defined at NRS 604A.820(2);
- C. That TITLEMAX pay the costs of the proceeding, including investigative costs, and attorney's fees pursuant to the parameters defined at NRS 604A.820(2);
- D. That TITLEMAX be ordered to desist and refrain from violating NRS 604A.210 and / or NRS 604A.445, and / or NAC 604A.230;
- E. That TITLEMAX'S willful violations result in a finding that the loans are VOID pursuant to NRS 604A.900; and
- F. For such other and further relief as the Administrative Law Judge may deem just and proper.

DATED this 6th day of October, 2015.

STATE OF NEVADA  
DEPARTMENT OF BUSINESS AND INDUSTRY  
FINANCIAL INSTITUTIONS DIVISION

By: \_\_\_\_\_

GEORGE E. BURNS  
Commissioner

**NOTICE OF HEARING**

THEREFORE, TITLEMAX is directed to answer in writing the Administrative Complaint for Disciplinary Action within 10 days from service and to serve the same upon the undersigned Deputy Attorney General. A hearing into this matter will be held at:

The Nevada Financial Institutions Division, 2785 E. Desert Inn Rd., Suite 180, Las Vegas, Nevada 89121, beginning on October 27, 2015, through October 28, 2015, beginning each day at 10:00 a.m. until 5:00 p.m. or until the matter is concluded.

The Administrative Law Judge will, at that time, take such action as may be just and proper pursuant to the proof and pertinent laws. TITLEMAX is entitled to be represented by counsel at the hearing, and to cross-examine witnesses, present evidence, and argue on its own behalf before a decision is made by the Commission. Should TITLEMAX fail to appear at the hearing, a decision may be reached in its absence.

DATED this 6th day of October, 2015.

FOR THE NEVADA ATHLETIC COMMISSION,  
DEPARTMENT OF BUSINESS AND INDUSTRY,  
STATE OF NEVADA

By: \_\_\_\_\_

GEORGE E. BURNS  
Commissioner

SUBMITTED BY:

ADAM PAUL LAXALT  
Attorney General

By: \_\_\_\_\_

CHRISTOPHER ECCLES  
Deputy Attorney General

**NOTICE OF HEARING**

THEREFORE, TITLEMAX is directed to answer in writing the Administrative Complaint for Disciplinary Action within 10 days from service and to serve the same upon the undersigned Deputy Attorney General. A hearing into this matter will be held at:

The Nevada Financial Institutions Division, 2785 E. Desert Inn Rd., Suite 180, Las Vegas, Nevada 89121, beginning on October 27, 2015, through October 28, 2015, beginning each day at 10:00 a.m. until 5:00 p.m. or until the matter is concluded.

The Administrative Law Judge will, at that time, take such action as may be just and proper pursuant to the proof and pertinent laws. TITLEMAX is entitled to be represented by counsel at the hearing, and to cross-examine witnesses, present evidence, and argue on its own behalf before a decision is made by the Commission. Should TITLEMAX fail to appear at the hearing, a decision may be reached in its absence.

DATED this 6th day of October, 2015.

FOR THE NEVADA ATHLETIC COMMISSION,  
DEPARTMENT OF BUSINESS AND INDUSTRY,  
STATE OF NEVADA

By: \_\_\_\_\_

GEORGE E. BURNS  
Commissioner

SUBMITTED BY:

ADAM PAUL LAXALT  
Attorney General

By: \_\_\_\_\_

CHRISTOPHER ECCLES  
Deputy Attorney General



**CERTIFICATE OF SERVICE**

I certify that I am an employee of the State of Nevada, Office of the Attorney General,  
and that on the \_\_\_\_ day of \_\_\_\_\_, 2015, I deposited in the U.S. mail, postage  
prepaid, via First Class Mail and Certified Return Receipt Requested, a true and correct copy  
of the foregoing **ADMINISTRATIVE COMPLAINT FOR DISCIPLINARY ACTION AND**  
**NOTICE OF HEARING**, addressed as follows:

Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

*Attorneys for Respondent TITLEMAX*

**Certified Mail No.** \_\_\_\_\_

And to:

Corporation Trust Company of Nevada  
701 S. Carson Street, Suite 200  
Carson City, Nevada 89701

*Resident agent in Nevada for TITLEMAX of Nevada, Inc. d/b/a TITLEMAX*

**Certified Mail No.** \_\_\_\_\_

And to:

Victoria Newman, Esq.  
Compliance and Corporate Counsel for TITLEMAX of Nevada, Inc.  
15 Bull Street, Suite 200  
Savannah, Georgia 31401.

**Certified Mail No.** \_\_\_\_\_

\_\_\_\_\_  
An Employee of the Nevada Attorney General's Office

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101

CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, <sup>Office of Attorney General</sup> ~~Department of Business and~~  
~~Industry, Financial Institutions Division~~, and that on the 7<sup>th</sup> day of October, 2015, I  
deposited in the U.S. mail, postage prepaid, via First Class Mail and Certified Return Receipt  
Requested, a true and correct copy of the foregoing **ADMINISTRATIVE COMPLAINT FOR**  
**DISCIPLINARY ACTION AND NOTICE OF HEARING**, addressed as follows:

Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

*Attorneys for Respondent TITLEMAX*

Certified Mail No. 7012 1010 0000 1177 1041

And to:

Corporation Trust Company of Nevada  
701 S. Carson Street, Suite 200  
Carson City, Nevada 89701

*Resident agent in Nevada for TITLEMAX of Nevada, Inc. d/b/a TITLEMAX*

Certified Mail No. 7012 1010 0000 1177 1034

And to:

Victoria Newmen, Esq.  
Compliance and Corporate Counsel for TITLEMAX of Nevada, Inc.  
15 Bull Street, Suite 200  
Savannah, Georgia 31401.

Certified Mail No. 7012 1010 0000 1177 1027

*Debra Turman*  
An Employee of the Nevada Attorney General's Office

Attorney General's Office  
555 E. Washington, Suite 3900  
Las Vegas, NV 89101

ADAM PAUL LAXALT  
Attorney General  
DAVID POPE  
Senior Deputy Attorney General  
CHRISTOPHER ECCLES  
Deputy Attorney General  
555 East Washington Avenue, Suite 3900  
Las Vegas, Nevada 89101  
Telephone: (702) 486-3105  
Facsimile: (702) 486-3416  
E-Mail: [ceccles@ag.nv.gov](mailto:ceccles@ag.nv.gov)

BEFORE THE NEVADA FINANCIAL INSTITUTIONS DIVISION

\* \* \*

IN THE MATTER OF:

TITLEMAX OF NEVADA, INC. and  
TITLEBUCKS d/b/a TITLEMAX

AMENDED NOTICE OF HEARING  
ON ADMINISTRATIVE COMPLAINT  
FOR DISCIPLINARY ACTION

AMENDED NOTICE OF HEARING

A hearing on the Administrative Complaint for Disciplinary Action will be held at:

The Nevada Financial Institutions Division, 2785 E. Desert Inn Rd., Suite 180, Las Vegas, Nevada 89121, on November 5, 2015, beginning at 9:00 a.m. until 5:00 p.m. or until the matter is concluded.

The Administrative Law Judge (ALJ) will, at that time, take such action as may be just and proper pursuant to the proof and pertinent laws. TITLEMAX is entitled to be represented by counsel at the hearing, and to cross-examine witnesses, present evidence, and argue on its own behalf before a decision is made by the ALJ. Should TITLEMAX fail to appear at the hearing, a decision may be reached in its absence.

DATED this 20<sup>th</sup> day of October, 2015.

Respectfully submitted by:

ADAM PAUL LAXALT  
Attorney General

By:   
CHRISTOPHER ECCLES  
Deputy Attorney General

CERTIFICATE OF SERVICE

I certify that I am an employee of the State of Nevada, Office of the Attorney General, and that on the 20<sup>th</sup> day of October, 2015, I deposited in the U.S. mail, postage prepaid, via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing **AMENDED NOTICE OF HEARING ON ADMINISTRATIVE COMPLAINT FOR DISCIPLINARY ACTION**, addressed as follows:

To: Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
*Attorneys for Respondent TITLEMAX*

Certified Mail No. 7013 1090 0000 1698 5301

And to: Corporation Trust Company of Nevada  
701 S. Carson Street, Suite 200  
Carson City, Nevada 89701  
*Resident agent in Nevada for TITLEMAX of Nevada, Inc. d/b/a TITLEMAX*  
Documents herein intended for TITLEMAX, Nevada Secretary of State  
Entity No. E0557952010-1 and Nevada Business ID NV20101824395

Certified Mail No. 7013 1090 0000 1698 5295

And to: Victoria Newman, Esq.  
Compliance and Corporate Counsel for TITLEMAX of Nevada, Inc.  
15 Bull Street, Suite 200  
Savannah, Georgia 31401

Certified Mail No. 7013 1090 0000 1698 5288

And to: Denise S. McKay, Esq.  
Administrative Law Judge  
Department of Business & Industry, State of Nevada  
Via E-mail only at: dsrmckay@business.nv.gov

  
An Employee of the Nevada Attorney General's Office

1                   **BEFORE THE DEPARTMENT OF BUSINESS & INDUSTRY**  
2                                   **LAS VEGAS, NEVADA**

3  
4   IN THE MATTER OF:                   )  
5   FINANCIAL INSTITUTIONS DIVISION,   )  
6                   Claimants,           )  
7                   v.                    )  
8   TITLEMAX OF NEVADA, INC. AND       )  
9   TITLEBUCKS D/B/A TITLEMAX,        )  
10                   Respondents.        )  
11

**ORDER FOR BRIEFING**

12           This is a contested case between Claimant, the Financial Institutions Division  
13 of the Nevada Department of Business & Industry (FID), and Respondent, TitleMax of  
14 Nevada, Inc. and TitleBucks d/b/a TitleMax (TitleMax). FID commenced this  
15 administrative action under NRS 233B.121 with the issuance of an Administrative  
16 Complaint for Disciplinary Action and Notice of Hearing ("Complaint") on October 6,  
17 2015. FID requests relief under NRS 604A.820. This matter is properly before the  
18 undersigned Administrative Law Judge pursuant to NRS 233B.122. This case is set to  
19 be heard on November 5, 2015, at 10:00 a.m. at the Nevada Financial Institutions  
20 Division, 2785 E. Desert Inn Rd., Ste. 180, Las Vegas, Nevada 89121.

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1 The parties are hereby ordered to submit written briefs summarizing the factual  
2 and legal support for their respective positions. The briefs shall not exceed eight  
3 pages in length and shall be submitted to the undersigned by 4:00 p.m. on October  
4 29, 2015. The briefs shall be delivered to 555 E. Washington Ave, Ste. 4900, Las  
5 Vegas, NV 89101, attn.: Denise S. McKay.

6 Dated this 21st day of October, 2015.

7  
8 

9 Denise S. McKay  
10 Administrative Law Judge  
11 State of Nevada  
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**CERTIFICATE OF MAILING**

I, Michelle Metivier, do hereby certify that I deposited in the U.S. mail, postage prepaid, via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing Order for Briefing to the following:

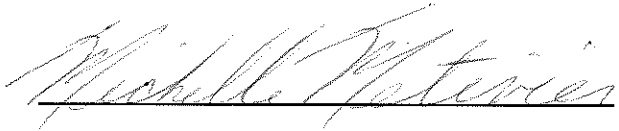
Patrick J. Reilly, Esq. certified: 7012 1010 0000 1166 1625  
Joseph G. Went, Esq.  
Holland & Hart LLP  
9555 Hillwood Drive, 2<sup>nd</sup> Floor  
Las Vegas, NV 89134

Corporation Trust Company of Nevada certified: 7012 1010 0000 1166 1618  
701 S. Carson St. Ste. 200  
Carson City, NV 89701

Victoria Newman, Esq. certified: 7012 1010 0000 1166 1601  
15 Bull St., Ste. 200  
Savannah, GA 31401

David Pope, Esq. certified: 7012 1010 0000 1166 0758  
Christopher Eccles, Esq.  
555 E. Washington Ave., Ste. 3900  
Las Vegas, NV 89101

Dated this 21st day of October, 2015.



Patrick J. Reilly, Esq.  
Nevada Bar No. 6103  
Joseph G. Went, Esq.  
Nevada Bar No. 9220  
HOLLAND & HART LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
Tel: (702) 669-4600  
Fax: (702) 669-4650  
Email: [preilly@hollandhart.com](mailto:preilly@hollandhart.com)  
[jgwent@hollandhart.com](mailto:jgwent@hollandhart.com)

**BEFORE THE STATE OF NEVADA**  
**NEVADA FINANCIAL INSTITUTIONS DIVISION**

IN THE MATTER OF:

**ANSWER TO ADMINISTRATIVE  
COMPLAINT**

TITLEMAX OF NEVADA, INC. AND  
TITLEBUCKS d/b/a TITLEMAX

TitleMax of Nevada, Inc. dba TitleMax and/or TitleBucks ("TitleMax"), by and through its attorneys of record, the law firm of Holland & Hart LLP, hereby admits, denies, and alleges as follows in response to the Administrative Complaint for Disciplinary Action and Notice of Hearing (the "Complaint") filed by the State of Nevada Department of Business and Industry Financial Institutions Division (the "Division"):

1. TitleMax admits the allegations contained in Paragraphs 1, 2, 3, 6, 7, 8, 9, 10, 16, 17, 24, and 49.

2. No response is required as to the allegations set forth in Paragraphs 4, 34, 35, 36, 46, 47, 48, 50, 51, 52, 53, 68, 69, and 70. To the extent a response is required, TitleMax denies the allegations contained therein.

3. In response to Paragraph 5, TitleMax admits that its resident agent is The Corporation Trust Company of Nevada, located at 701 South Carson Street, Carson City, Nevada 89701, and denies all remaining allegations contained therein.



1           4.     In response to Paragraphs 11 and 13, TitleMax admits that it received a "Needs  
2     Improvement" rating from the Division in 2014 and an "Unsatisfactory" rating in 2015.  
3     TitleMax denies all remaining allegations contained therein.

4           5.     In response to Paragraph 12 and 14, TitleMax admits that it was cited by the  
5     Division in connection with NAC 604A.230, NRS 604A.445, and NRS 604A.210. TitleMax  
6     denies all remaining allegations contained therein.

7           6.     TitleMax denies the allegations contained in Paragraph 15, 19, 20, 21, 22, 23, 24,  
8     25, 28, 29, 30, 31, 32, 33, 37, 38, 39, 40, 41, 42, 43, 45, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64,  
9     65, 66, 67, and 71.

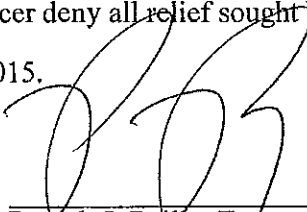
10          7.     In response to Paragraph 19, the Grace Period Amendment speaks for itself, and  
11     thus, no response is required. To the extent a response is required, TitleMax denies the  
12     allegations contained therein.

13          8.     TitleMax is without sufficient information as to form a response to the allegations  
14     contained in Paragraphs 18, 26, 27, and 44 and, therefore, denies the same.

15                     **PRAYER FOR RELIEF**

16           Wherefore, TitleMax respectfully requests that the Hearing Officer deny all complaints  
17     and claims herein, and that the Hearing Officer deny all relief sought by the Division.

18           DATED this 26th day of October, 2015.

19                       
20                     \_\_\_\_\_  
21                     Patrick J. Reilly, Esq.  
22                     Joseph G. Went, Esq.  
23                     HOLLAND & HART LLP  
24                     9555 Hillwood Drive, Second Floor  
25                     Las Vegas, Nevada 89134

Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134

**CERTIFICATE OF SERVICE**

I hereby certify that on the 26th day of October, 2015, a true and correct copy of the foregoing **ANSWER TO ADMINISTRATIVE COMPLAINT** was served by the following method(s):

☒ U.S. Mail: by depositing same in the United States mail, first class postage fully prepaid to the persons and addresses listed below:

Denise S. McKay, Esq.  
Administrative Law Judge  
Nevada Division of Business & Industry  
555 E. Washington Avenue, Suite 4900  
Las Vegas, Nevada 89101

*Hearing Officer*

Adam Paul Laxalt  
Attorney General  
Christopher A. Eccles  
Deputy Attorney General  
David J. Pope  
Sr. Deputy Attorney General  
555 E. Washington Ave., Suite 3900  
Las Vegas, NV 89101

*Attorneys for State of Nevada Department of  
Business and Industry Financial Institutions  
Division*

☒ Email: by electronically delivering a copy via email to the following e-mail address:

Denise S. McKay, Esq.  
Email: [dsmckay@business.nv.gov](mailto:dsmckay@business.nv.gov)

Christopher A. Eccles  
Deputy Attorney General  
David J. Pope  
Sr. Deputy Attorney General  
Email: [ceccles@ag.nv.gov](mailto:ceccles@ag.nv.gov)  
[dpope@ag.nv.gov](mailto:dpope@ag.nv.gov)

*Attorneys for State of Nevada Department of  
Business and Industry Financial Institutions  
Division*

  
An Employee of Holland & Hart LLP

1                                    **BEFORE THE DEPARTMENT OF BUSINESS & INDUSTRY**  
2                                    **LAS VEGAS, NEVADA**

3  
4    IN THE MATTER OF:

5    FINANCIAL INSTITUTIONS DIVISION,

6                                    Claimants,

7                                    v.

8    TITLEMAX OF NEVADA, INC. AND  
9    TITLEBUCKS D/B/A TITLEMAX,

10                                  Respondents.

**PROCEDURAL ORDER**

11  
12                    This is a contested case between Claimant, the Financial Institutions Division  
13 of the Nevada Department of Business & Industry (FID), and Respondent, TitleMax of  
14 Nevada, Inc. and TitleBucks d/b/a TitleMax (TitleMax). FID commenced this  
15 administrative action under NRS 233B.121 with the issuance of an Administrative  
16 Complaint for Disciplinary Action and Notice of Hearing ("Complaint") on October 6,  
17 2015. FID requests the imposition of administrative penalties against TitleMax under  
18 NRS 604A.820. This matter is properly before the undersigned Administrative Law  
19 Judge pursuant to NRS 233B.122, and it is set to proceed to a hearing on November  
20 5, 2015. On October 27, 2015, this Court held a status check at which counsel for  
21 both parties appeared. This Order follows.

22                    Under Nevada law, due process guarantees of fundamental fairness apply in  
23 administrative proceedings. Dutchess Business Services, Inc. v. Nevada State Bd. of  
24 Pharmacy, 124 Nev. 701, 711, 191 P.3d 1159, 1166 (2008). While "the legal process  
25 due in an administrative forum is flexible," certain minimum requirements exist. Minton  
26 v. Bd. of Med. Examiners, 110 Nev. 1060, 1082, 881 P.2d 1339, 1354 (1994) (internal  
27 quotation omitted), overruled on other grounds by Nassiri v. Chiropractic Physicians'  
28 Bd., 130 Nev. Adv. Op. 27, 327 P.3d 487 (2014). Specifically, due process requires

1 the governmental agency taking action against the licensee to provide the licensee  
2 notice of the nature of the proceedings, including both the charges alleged and the  
3 factual predicates therefor, such that the licensee may prepare its defense. Dutchess,  
4 124 Nev. at 711-12, 191 P.3d at 1166. The agency must also make available to the  
5 licensee documentary evidence and the names of witnesses the agency intends to  
6 rely on sufficient to allow the licensee to prepare its defense. Id. at 714-15, 191 P.3d  
7 at 1167-68. While the mechanisms for this exchange need not take the form of formal  
8 discovery, the agency and licensee must exchange proposed exhibits and witness  
9 lists in advance of the hearing. Id.

10 FID provided TitleMax notice of the charges against it and the factual bases for  
11 those charges in the Complaint. However, FID did not specify the penalty it seeks the  
12 administrative tribunal to impose on TitleMax other than to cite NRS 604A.820, which  
13 contains the full panoply of potential penalties ranging from fines of up to \$10,000 per  
14 violation to license revocation. Furthermore, the parties have not yet exchanged  
15 proposed exhibits or lists of witnesses. Minimum standards of due process require the  
16 provision and exchange of this information to avoid unfair surprise and permit  
17 TitleMax the opportunity to prepare its defense.

18 Accordingly, **IT IS HEREBY ORDERED:**

19 The hearing date of November 5, 2015, is vacated.

20 The Order for Briefing requiring submission of briefs from the parties by  
21 October 29, 2015, is vacated.

22 FID must provide the following to TitleMax by **November 13, 2015:**  
23 identification with specificity of the type and/or amount of penalties it seeks against  
24 TitleMax, copies of all proposed exhibits, and a list of proposed witnesses including a  
25 brief statement summarizing their expected testimony.

26 TitleMax must provide the following to FID by **November 30, 2015:** copies of  
27 all proposed exhibits and a list of proposed witnesses including a brief statement  
28 summarizing their expected testimony.

1 The parties shall submit a joint evidentiary packet to this Court by December  
2 18, 2015, containing the following information:

- 3 1. A concise statement of the nature of the action and the contentions of the parties;
- 4 2. A statement of all uncontested facts deemed material in the action;
- 5 3. A statement of the contested issues of fact in the case as agreed upon by the parties;
- 6 4. A statement of the contested issues of law in the case as agreed upon by the parties;
- 7 5. Plaintiff's statement of any other issues of fact or law deemed to be material;
- 8 6. Defendant's statement of any other issues of fact or law deemed to be material;
- 9 7. Lists or schedules of all exhibits that will be offered in evidence by the parties at the trial. Such lists or schedules shall describe the exhibits sufficiently for ready identification and:
  - 10 (A) Identify the exhibits the parties agree can be admitted at trial; and,
  - 11 (B) List those exhibits to which objection is made and state the grounds therefor. Stipulations as to admissibility, authenticity and/or identification of documents shall be made whenever possible.
- 12 8. Lists of the parties' proposed witnesses including a brief statement summarizing their expected testimony.

13  
14  
15 The parties are also free to submit briefs summarizing their respective legal  
16 positions by December 18, 2015. No page limit shall apply to these briefs.

17 This Court shall set a new hearing date upon receipt of the joint evidentiary  
18 packet.

19 Dated this 29th day of October, 2015.

20  
21 /s/ Denise S. McKay  
22 Denise S. McKay  
23 Administrative Law Judge  
24 State of Nevada  
25  
26  
27  
28

**CERTIFICATE OF MAILING**

I, Michelle Metivier, do hereby certify that I deposited in the U.S. mail, postage prepaid, via First Class Mail and Certified Return Receipt Requested, a true and correct copy of the foregoing Procedural Order to the following:

Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
Holland & Hart LLP  
9555 Hillwood Drive, 2<sup>nd</sup> Floor  
Las Vegas, NV 89134

certified#7012 1010 0000 1166 1687  
email: preilly@hollandhart.com  
jgwent@hollandhart.com

Corporation Trust Company of Nevada  
701 S. Carson St. Ste. 200  
Carson City, NV 89701

certified#7012 1010 0000 1166 1694

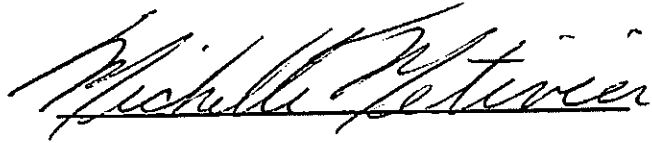
Victoria Newman, Esq.  
15 Bull St., Ste. 200  
Savannah, GA 31401

certified#7012 1010 0000 1166 1700

David Pope, Esq.  
Christopher Eccles, Esq.  
555 E. Washington Ave., Ste. 3900  
Las Vegas, NV 89101

certified#7012 1010 0000 1166 1717  
email: ceccles@ag.nv.gov

Dated this 29th day of October, 2015.



APP 001623

ADAM PAUL LAXALT  
Attorney General  
DAVID POPE  
Senior Deputy Attorney General  
CHRISTOPHER ECCLES  
Deputy Attorney General  
555 East Washington Avenue, Suite 3900  
Las Vegas, Nevada 89101  
Telephone: (702) 486-3105  
Facsimile: (702) 486-3416  
E-Mail: [ceccles@ag.nv.gov](mailto:ceccles@ag.nv.gov)

**BEFORE THE DEPARTMENT OF BUSINESS AND INDUSTRY**

**LAS VEGAS, NEVADA**

\* \* \*

**IN THE MATTER OF:**

**FINANCIAL INSTITUTIONS DIVISION,**

**Claimants,**

**v.**

**TITLEMAX OF NEVADA, INC. and  
TITLEBUCKS d/b/a TITLEMAX,**

**Respondents.**

**DIVISION'S PRODUCTION PURSUANT  
TO THE ADMINISTRATIVE LAW  
JUDGE'S PROCEDURAL ORDER  
DATED OCTOBER 29, 2015**

**DIVISION'S PRODUCTION**

The NEVADA FINANCIAL INSTITUTIONS DIVISION of the DEPARTMENT OF BUSINESS & INDUSTRY, STATE OF NEVADA (the "Division"), hereby produces the following to Respondents pursuant to the Administrative Law Judge's Procedural Order dated October 29, 2015:

**I. IDENTIFICATION OF THE TYPE AND / OR AMOUNT OF PENALTIES THE DIVISION SEEKS AGAINST RESPONDENTS**

- A. Fines of \$10,000 per violation of NRS and / or NAC Chapter 604A pursuant to NRS 604A.820(2)(b);

**APP 001624**

- B. Recovery of investigative costs and attorney's fees pursuant to NRS 604A.820(2)(c);
- C. That pursuant to NRS 604A.810 the Administrative Law Judge order Respondents to desist and refrain from violating NRS 604A.210, 604A.445, and NAC 604A.230;
- D. That pursuant to NRS 604A.900 the Administrative Law Judge declare loans void and that Respondent is not entitled to collect, receive, or retain any principal, interest or other charges or fees with respect to the Respondent's willful violations.

## **II. PROPOSED EXHIBITS<sup>1</sup>**

- A. Provided on a CD: 307 Original Loan Agreements and Grace Period Payments Deferment Agreements identified by the Division pursuant to examinations, including any workpapers related thereto such as customer paystubs and customer receipts / repayment plan receipts; Respondent's title loans wherein the co-signor's name is not on the title to the subject vehicle are included on the CD;
- B. The Division's 2014 Report of Examination;
- C. The Division's 2015 Report of Examination;
- D. Consumer Complaint received by the Division on October 9, 2015 from Gloria Whitaker and Devon Whitaker, with attached exhibits, totaling 24 pages.

## **III. PROPOSED WITNESSES AND A BRIEF STATEMENT SUMMARIZING EACH WITNESSES'S EXPECTED TESTIMONY**

- A. Gloria Whitaker and Devon Whitaker – Testimony will reflect their consumer complaint filed with the Division and matters related to their title loans and Grace Period Payments Deferment Agreement with Respondent;
- B. Ma Theresa ("Tess") Dihiansan, FID Examiner – Testimony will reflect Ms.

<sup>1</sup> Proposed Exhibits A-D were obtained from Respondent via the Division's examinations; Proposed Exhibit E was forwarded to Respondent by the Division.



1 Dihiansan's role in FID's examinations of Respondent and her findings related  
2 thereto;

3 C. Christian Yanez, FID Examiner – Testimony will reflect Mr. Yanez's role in FID's  
4 examinations of Respondent and his findings related thereto;

5 D. Harveen Sekhon – FID Supervisory Examiner - Testimony will reflect Mrs.  
6 Sekhon's supervisory role with respect to FID's examinations of Respondent  
7 and her review and findings related thereto;

8 DATED this 13<sup>th</sup> day of November, 2015.

9  
10 SUBMITTED BY:


11 ADAM PAUL LAXALT  
12 Attorney General

13 By: /s/ CHRISTOPHER ECCLES  
14 CHRISTOPHER ECCLES  
15 Deputy Attorney General  
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**CERTIFICATE OF SERVICE**

I certify that I am an employee of the State of Nevada, Office of the Attorney General, and that on the 13<sup>th</sup> day of November, 2015, I sent a true and correct copy of the foregoing **DIVISION'S PRODUCTION PURSUANT TO THE ADMINISTRATIVE LAW JUDGE'S PROCEDURAL ORDER DATED OCTOBER 29, 2015**, via Legal Wings for personal service, addressed as follows:

Patrick J. Reilly, Esq.  
Joseph G. Went, Esq.  
Holland & Hart LLP  
9555 Hillwood Drive, Second Floor  
Las Vegas, Nevada 89134  
*Attorneys for Respondent TITLEMAX*

  
An Employee of the Nevada Attorney General's Office

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# EXHIBIT A

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**A - 1**

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## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX

Exam Start

Date: 5/15/2015

Licensee Address: 16 W. HORIZON RIDGE PKWY, HENDERSON, NV 89012

Exam as of: 5/15/2015

Borrower Name &amp;

Address: IMELDA BRASSELL

Examiner: EC/DV

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
11769-0125150	9/8/2014	\$2,020.00	4/6/2015	\$1,480.21	7	\$500.03	194.55%	YES

Loan Type: Deferred Deposit ☐ High-Int Loans ☐ Title Loans ☒ Purpose of loan: N/A

Is the loan secured? YES If so, what is the collateral? 2006 HONDA ODYSSEY If secured by a vehicle title, is it filed and perfected? N/A

What is the borrower's expected gross monthly income? \$2,080 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other: N/A

(Applies to Deferred Deposit Only) Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? N/A

(Applies to D/D Loans) Does the original term of the D/D Loan not exceed 35 days? N/A

(Applies to High-Interest Loans Only) Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? N/A

(Applies High-Int Loans) Does the original term of the HIL not exceed 35 days? N/A

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$6,100.00

(Applies to Title Loans Only) Does the original term of the title loan exceed 30 days? NO

(Applies to Title Loans Only) Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? NO

Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)? YES

Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)? YES

Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, pursuant to NRS 604A.410 (2f)? YES

Is the loan a collection account? NO Has the loan been extended or renewed? NO How many times? 0 Are receipts filed? YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A.210 AND 445

GRACE PERIOD DEFERMENT \$4281.00

Revised 10-15-2008

Confidential

APP 001630

# Title Loan Agreement

Date: 9/8/2014

Number: 11769-0125150

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 11769-0125150			
FIRST NAME Imelda	LAST NAME Brassell	CO-CUSTOMER FIRST NAME		CO-CUSTOMER LAST NAME	
SSN (SSN)	DRIVERS LIC./STATE ID. NO.	CO-CUSTOMER SSN		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 284 Tomgate Ave		CO-CUSTOMER STREET ADDRESS			
City Henderson	STATE NV	ZIP CODE 89002	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
	DATE OF BIRTH	CO-CUSTOMER HOME PHONE		CO-CUSTOMER DATE OF BIRTH	
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday			
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (702)565-7232			
LICENSEE STREET ADDRESS 16 W. Horizon Ridge Pkwy #160		LICENSEE CITY Henderson	LICENSEE STATE NV	LICENSEE ZIP CODE 89012	
VEHICLE IDENTIFICATION NUMBER (VIN) 5FNRL386X6B412347		LICENSE PLATE 293 TEC			
VEHICLE YEAR 2006	VEHICLE MAKE HONDA	VEHICLE MODEL ODYSSEY	COLOR SILVER		

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$2,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.533% from the date of this Loan Agreement until 04/06/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

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**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>194.545 %</b>	<b>\$1,480.21</b>	<b>\$2,020.00</b>	<b>\$3,500.21</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$500.03	10/8/2014 and each 30 days thereafter
1	\$500.03	4/6/2015

Security: You are giving a security interest in the Title to the Motor Vehicle.  
 Filing Fee: \$20.00  
 Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

Itemization of Amount Financed of	\$2,020.00
1. Amount given to you directly:	\$2,000.00
2. Amount paid on your account:	\$0.00
3. Amount paid to public officials:	\$20.00
4. Amount paid to _____ on your behalf:	\$0.00

**Calculation of Interest, Application of Payments and Security Interest.**

We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

**Right to Rescind and Prepayment.**

You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

**Grace Period.**

For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

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**Repayment Plan Disclosure:** If you default on this loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.**

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (ii) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.**

Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.



2. You acknowledge and agree that by entering this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
- (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Nevada.

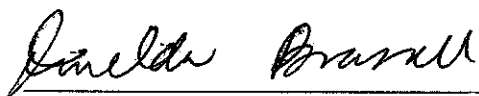
8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

9. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: TitleMax of Nevada, Inc. d/b/a TitleMax, Attn: Legal Dept, P.O. Box 8323, Savannah, GA 31412. Your written notice must include your name, address, Account number, the loan date, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Loan Agreement.

**Acknowledgments.** This Loan Agreement contains a binding **Waiver of Jury Trial and Arbitration Provision**. By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering into this Loan Agreement is accurate. You warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You agree that the amount of the loan does not exceed the fair market value of the Motor Vehicle. **You agree that you have the ability to repay this Loan Agreement, based upon your current and expected income, obligations, and employment.** You acknowledge that the loan does not require a balloon payment of any kind. **You further acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement, including the Waiver of Jury Trial and Arbitration Provision.**

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

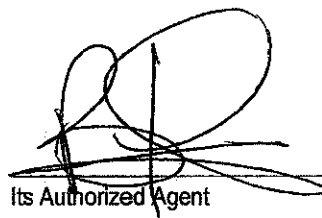
TitleMax of Nevada, Inc. d/b/a TitleMax



Customer's Signature

9-8-14

Date



Its Authorized Agent

9/8/14

Date

Co-Customer's Signature

Date

TitleMax of Nevada, Inc. d/b/a TitleMax  
16 W. Horizon Ridge Pkwy #160  
Henderson, NV 89012  
(702) 565-7232

-2/16/2015

2-17-2015

Imelda Brassell  
284 Torngate Ave  
Henderson, NV 89002

### Re: Opportunity to Enter into a Repayment Plan

Dear Customer:

On 9/8/2014 2:08:55 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax Nevada, Inc. d/b/a TitleMax, and, if applicable, on 09/08/2014 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 2/6/2015 ("Date of Default") you defaulted on your payment obligations under the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement. Before we attempt to collect the outstanding balance by repossession of the vehicle, we are offering you an opportunity to enter into a written AMENDMENT OF THE LOAN AGREEMENT TO ESTABLISH A REPAYMENT PLAN ("Repayment Plan").

**You have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default.**

To enter into a Repayment Plan you must follow these procedures by 3/8/2015: (1) return to the location in which you signed the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement; (2) read and sign the Repayment Plan we prepare; and (3) make an initial payment of \$465.30. The total of payments or the remaining balance on the original transaction is \$2,326.50. You made the following payment(s) on the loan:

Date:	09/08/2014	Amount:	\$325.00
Date:	11/06/2014	Amount:	\$280.00
Date:	12/12/2014	Amount:	\$4.03
Date:	01/09/2015	Amount:	

The total amount due if you enter into a Repayment Plan is \$465.30.

Under the terms of any Repayment Plan we will allow the period for repayment to extend to a shorter term; and (3) we may require the total amount due under the Repayment Plan to be paid in full by 3/8/2015.

**UNITED STATES POSTAL SERVICE**  
This Certificate of Mailing may be used for domestic and international mail.  
From: **TitleMax**  
**16 W. Horizon Ridge Pkwy #160**  
**Henderson, NV 89012**  
**(702) 565-7232**  
To: **IMELDA BRASSSELL**  
**284 TORNGATE AVE**  
**HEND NV 89002**  
PS Form 3817, April 2007 PSN 7530-02-000-9065

**Certificate of Mailing**  
sdsN-2  
5107 8 1  
HENDERSON NV 89012  
Postmark  
1 8 2015  
HENDERSON NV

Opportunity to enter into repayment plan 1/22/2014

APP 001630

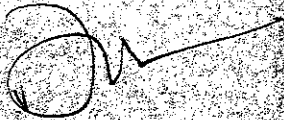
If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes (1) any interest, regardless of the name given to the interest, other than the interest pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (2) any origination fees, set-up fees, collection fees, transfer fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees regardless of the name given to the fee.

Additionally, if you enter into a Repayment Plan, we will honor the terms of the Repayment Plan, unless otherwise authorized by Nevada law we will not (1) accept any additional security or collateral from you to enter into the Repayment Plan; (2) sell to you any insurance; (3) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (4) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (5) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan; or (6) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan.

We will prepare the written Repayment Plan and give you a copy of the written Repayment Plan.

Please return to our location in order to enter a Repayment Plan with us.

Sincerely,



General Manager, TitleMax of Nevada, Inc. d/b/a TitleMax

Although we have not pursued legal action, pursuant to Nevada law, we are required to give you the following NOTICE OF DEBT:

- (1) The amount of the debt is \$2,326.50 ; (2) TitleMax of Nevada, Inc. d/b/a TitleMax is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) Upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**

APP 001637

## Customer Receipt/Repayment Plan Receipt (210 day loan)


NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 16 W. Horizon Ridge Pkwy, Henderson, Nevada 89012.		PAYMENT MADE ON BEHALF OF OR BY: IMELDA M BRASSELL 284 Torngate Ave, Henderson, NV, 89002
LOAN AGREEMENT IDENTIFICATION NO. 20125150-11769  LOAN AGREEMENT DATE: 09/08/2014  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 05/14/2015 12:00:08
AMOUNT PAID: 524.18		AGENT RECEIVING PAYMENT: Donald Speaker

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID: \$ 0.00  
INTEREST PAID: \$ 524.18  
CHARGES PAID: \$ 0.00  
FEES PAID: \$ 0.00  
TOTAL AMOUNT PAID TODAY: \$ 524.18  
UNPAID INTEREST: \$ 0.00  
BALANCE DUE ON LOAN: \$ 1695.00  
NEXT SCHEDULED DUE DATE: 06/05/2015

- ☐ Account paid in full by rescission  
☐ Account paid in full  
☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.  
☐ Repayment Plan Agreement  
☐ Grace Period Plan Agreement

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

IMELDA BRASSELL   
Printed Name Signature

APP 001638



# Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Imelda Brassell
LOAN AGREEMENT IDENTIFICATION NO. 11769-0125150  LOAN AGREEMENT DATE: 9/8/2014 2:08:55 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/12/2015 04:48:29 PM
AMOUNT PAID: \$275.00	AGENT RECEIVING PAYMENT: Monique Gallegos	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$275.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$275.00
BALANCE DUE ON LOAN:	\$1,993.32
NEXT SCHEDULED DUE DATE:	4/6/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

IMELDA BRASSSELL Imelda Brassell  
Printed Name Signature

APP 001639

# Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: 111 Henderson Nv #2 Horizon 1344 Henderson Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Imelda Brassell
LOAN AGREEMENT IDENTIFICATION NO. 11769-0125150		DATE/TIME OF RECEIPT OF PAYMENT: 02/18/2015 10:07:30 AM
LOAN AGREEMENT DATE: 9/8/2014 2:08:55 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$275.00	AGENT RECEIVING PAYMENT: Dorothy Bosina	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$275.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$275.00
BALANCE DUE ON LOAN:	\$2,069.57
NEXT SCHEDULED DUE DATE:	3/7/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

IMELDA BRASSSELL  
Printed Name

Imelda Brassell  
Signature

APP 001640

# Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Imelda Brassell	
LOAN AGREEMENT IDENTIFICATION NO. 11769-0125150  LOAN AGREEMENT DATE: 9/8/2014 2:08:55 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/09/2015 01:20:45 PM	
AMOUNT PAID: \$272.00		AGENT RECEIVING PAYMENT: Monique Gallegos	

<b>TODAY'S PAYMENT ITEMIZATION</b>	
PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$272.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$272.00
BALANCE DUE ON LOAN:	\$1,983.19
NEXT SCHEDULED DUE DATE:	2/5/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

IMELDA BRASSSELL  
Printed Name

Imelda Brassell  
Signature



## Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Imelda Brassell
LOAN AGREEMENT IDENTIFICATION NO. 11769-0125150  LOAN AGREEMENT DATE: 9/8/2014 2:08:55 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 12/12/2014 12:35:17 PM
AMOUNT PAID: \$271.03	AGENT RECEIVING PAYMENT: Shalese Booker	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$271.03
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$271.03
BALANCE DUE ON LOAN:	\$2,002.23
NEXT SCHEDULED DUE DATE:	1/6/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

IMELDA BRASSELL  
Printed Name

Imelda Brassell  
Signature

APP 001642

# Customer Receipt / Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Imelda Brassell	
LOAN AGREEMENT IDENTIFICATION NO. 11769-0125150  LOAN AGREEMENT DATE: 9/8/2014 2:08:55 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 11/06/2014 11:36:07 AM	
AMOUNT PAID: \$280.00		AGENT RECEIVING PAYMENT: Briana Huey	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$280.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$280.00
BALANCE DUE ON LOAN:	\$1,948.03
NEXT SCHEDULED DUE DATE:	12/7/2014

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

IMELDA BRASSELL  
Printed Name

Imelda Brassell  
Signature

APP 001643

## Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Imelda Brassell	
LOAN AGREEMENT IDENTIFICATION NO. 11769-0125150  LOAN AGREEMENT DATE: 9/8/2014 2:08:55 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 09/08/2014 02:50:03 PM	
AMOUNT PAID: \$325.00		AGENT RECEIVING PAYMENT: Briana Huey	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$325.00
INTEREST PAID:	\$0.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$325.00
BALANCE DUE ON LOAN:	\$1,695.00
NEXT SCHEDULED DUE DATE:	11/7/2014

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

IMELDA BRASSELL  
Printed Name

Imelda Brassell  
Signature

APP 001644

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

9.8.14

Account Number: 11769-0125150

<b>Customer Name:</b> Imelda Brassell <b>Address:</b> 284 Torngate Ave Henderson, NV 89002  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012  <b>Vehicle Information:</b> 2006 HONDA ODYSSEY 5FNRL386X6B412347
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 09/08/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

**NOW THEREFORE,** in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferment Agreement.

**Grace Period Payments Deferment.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferment Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferment Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferment Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferment Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferment Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Grace Periods Payments Deferment Schedule**

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$323.00	10/8/2014
2	\$323.00	11/7/2014
3	\$323.00	12/7/2014
4	\$323.00	1/6/2015
5	\$323.00	2/5/2015
6	\$323.00	3/7/2015
7	\$323.00	4/6/2015
8	\$288.57	5/6/2015
9	\$288.57	6/5/2015
10	\$288.57	7/5/2015
11	\$288.57	8/4/2015
12	\$288.57	9/3/2015
13	\$288.57	10/3/2015
14	\$288.58	11/2/2015
The total amount paid after making all payments under the terms of the Grace Period Payments Deferment Agreement:		\$4,281.00

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure: If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.**

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferment Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferment Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferment Agreement.

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.533% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. **You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.**

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax

Janelda Brant 9-8-14  
Customer's Signature Date

[Signature] 9/8/14  
Its Authorized Agent Date

\_\_\_\_\_  
Co-Borrower's Signature Date

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 11769-0125150

Customer Name: Imelda Brassell Address: 284 Tomgate Ave Henderson, NV 89002	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012 Vehicle Information: 2006 HONDA ODYSSEY 5FNRL386X6B412347
Co-Borrower Name:  Address:  	

**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 09/08/2014 ("Loan Agreement"). Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

**NOW THEREFORE,** in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferment Agreement.

**Grace Period Payments Deferment.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth in Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferment Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferment Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferment Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferment Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferment Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law unless you default on the Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.



**Grace Periods Payments Deferment Schedule**

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$323.00	10/8/2014
2	\$323.00	11/7/2014
3	\$323.00	12/7/2014
4	\$323.00	1/6/2015
5	\$323.00	2/5/2015
6	\$323.00	3/7/2015
7	\$323.00	4/6/2015
8	\$288.57	5/6/2015
9	\$288.57	6/5/2015
10	\$288.57	7/5/2015
11	\$288.57	8/4/2015
12	\$288.57	9/3/2015
13	\$288.57	10/3/2015
14	\$288.58	11/2/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement		\$4,281.00

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure:** If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferment Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferment Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment Plan, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance; (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (i) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (ii) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferment Agreement.

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.533% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.



By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax

Josella Braswell 2-18-15  
Customer's Signature                      Date

[Signature] 2/18/15  
Authorized Agent                      Date

\_\_\_\_\_  
Co-Borrower's Signature                      Date

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

## Personal Information

Date	9-8-14			S			
Last Name	BRASCHER		First Name	Imelda		Middle Name	M
Home Phone			Cell Phone*			Email Address (optional)††	
Best time to call?	ANY		Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone				
Physical Address (Street Number & Name)							
284 TORNGATE AVE						Apt #	
City			State		Zip		County
Henderson			NV		89002		
Mailing Address (if different from physical address)							
SAME							
City			State		Zip		

## Source of Income

Employer * (Source of income)					
City					
Work Phone					
Pay Frequency: (check one)	Next Payday	Gross Monthly Income	Gross Monthly Obligations	Work Shift	
<input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input checked="" type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed	9-11-14	\$ 208.00	\$ 300.00		
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no					

## Credit References

Business Name		Phone #	
Address (Street Number & Name)	City	State	Zip
Business Name		Phone #	
Address (Street Number & Name)	City	State	Zip

## Personal References

Name			
R			
N			
R			
N			
R			
N			
R			

APP 001653

## Co-Applicant Information

Date		State Issued ID Number		Date of Birth		Social Security #				
Last Name			First Name			Middle Name				
Home Phone			Cell Phone†			Email Address (optional)††				
Best time to call?			Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone							
Physical Address (Street Number & Name)								Apt #		
City				State	Zip	County				
Mailing Address (if different from physical address)										
City				State	Zip					
Employer * (Source of Income)				Employer Address (Street Number & Name)						
City		State		Zip		Time at Job?				
Work Phone #		Job Title		Supervisor						
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed					Next Payday		Current and Expected		Work Shift	
							Gross Monthly Income	Gross Monthly Obligations		
\$		\$								
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input type="checkbox"/> no										
How did you hear about us? (Circle one.)										
Friend/Referral    Name of referrer? _____			Saw Store		Television		Yellow Pages		Repeat Customer	
Internet			Billboard		Postcard		Other: _____			

### ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

**Notice.** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, [www.ftc.gov](http://www.ftc.gov).

**††Consent to E-mail Communications and Electronic Disclosures.** You are not required to provide your email address. If you provided your email address and authorized us to send emails to you ("Your Consent"), then you are requesting to receive emails from us. This includes disclosures and solicitations. You further consent to the use and acceptance of electronic records, and electronic disclosures. **This Consent to E-mail Communications and Electronic Disclosures** informs you of your rights when receiving legally required disclosures, notices, and any other information from us. By providing Your Consent, you acknowledge receipt of this disclosure. You consent to the use of electronic records, and disclosures. The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those pursuant to the Equal Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and other disclosures or notices under applicable federal, state or local laws or regulations, or any other notices, information, or solicitations we may send. You may request a paper copy of any emailed disclosures by submitting a request through the link found within the emails. You may also send a written request to TitleMax, P. O. Box 8323, Savannah, GA 31412. We will provide such paper copies to you at no charge. We will retain all Disclosures as required by applicable law. Your Consent only applies to emails we send and receive. You consent to electronically receiving disclosures relating to transactions, accounts, and other emails electronically. Before deciding to obtain electronic disclosures, you acknowledge that you considered whether you have the required hardware and software capabilities. To access and retain Disclosures electronically, you will need to use the following computer software and hardware: a PC with Internet access and an Internet Browser that meets the following minimum requirements: Microsoft® Internet Explorer 6.1 or later versions or Mozilla Firefox 2.0 or later versions. The specific Internet Browser must also support at least 128-bit encryption. To read some documents, you will need a PDF file reader like Adobe® Acrobat Reader. If these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. You will need a printer or long-term storage, such as a disk drive, to retain, download, or print the Disclosures. You may withdraw Your Consent at any time. If you want to withdraw Your Consent, submit a request through the link in any email we send, or write to the address found in this disclosure. If you withdraw Your Consent, such withdrawal will not affect the legal effectiveness, validity, or enforceability of prior electronic Disclosures. If your electronic address, mailing address, telephone number, or any information you provided changes, then you agree to inform us. You may contact us by clicking the appropriate link in any email, or writing to the address in this disclosure. BY PROVIDING YOUR EMAIL ADDRESS, AND THEREBY AGREEING, YOU ACKNOWLEDGE AND AGREE THAT YOU: (1) CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE, (2) READ THE INFORMATION ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES, (3) CONSENT TO HAVING DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY AND (5) MAY REQUEST A PAPER COPY OF ANY EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain a copy of this information to retain for future reference.

**Cellular Phone Calls:** Receipt of cellular phone calls may be subject to charges from your service provider. If you have listed a cell phone above or you give us an updated cell phone number, then you authorize us to call your cell phone number to provide account information such as payment reminders and special promotional offers or sales offers such as offers for credit services, credit, or other financial services.

**Phone Messages.** You authorize us to contact the phone numbers listed. You authorize us to mail correspondence to your address. You authorize us to call and leave messages on any answering machine at your phone numbers above.

**Release of Information.** You authorize us to verify all of the information that you have provided and you acknowledge that this information may be used to verify certain past or current credit or payment history information from third party source(s). You further authorize and consent that we may contact any person or company listed on this Customer Application, including any persons that you may add at a later date. Your application may be rejected if any information provided is found to be false.

**Credit Inquiries and Reporting Authorization.** By signing below, you further agree and authorize us to obtain your credit history reports from credit bureaus and other credit reporting agencies or companies.

**ARBITRATION.** Arbitration is a means for legal matters between parties to be resolved by a neutral arbitrator rather than a Court. We have a policy of arbitrating all claims, demands, and disputes which cannot be resolved in a small claims tribunal, including the scope and validity of this arbitration provision and any right you may have to participate in an alleged class action (hereinafter "dispute(s)"). All customer agreements contain another arbitration provision that supersedes this arbitration provision and governs the resolution of disputes. However, if you do not enter into a customer agreement with us, then this arbitration provision governs the resolution of disputes. You agree that **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY to resolve disputes against us.** The Federal Arbitration Act governs this arbitration provision. If any party has a dispute, they must notify the others in writing of the dispute. You have the right to select either of the following arbitration organizations, which will govern the arbitration under its consumer rules: American Arbitration Association (1-800-778-7879) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees. You will be responsible for your attorney's fees, if any. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. The arbitrator shall not conduct class arbitration. The arbitration hearing will be conducted in the county in which this Customer Application was signed. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Customer Application and the Arbitration Provision, including the prohibition on class arbitration.

**WARNING:** This type of transaction is only intended to address short-term, NOT long-term, credit needs. Repeated or frequent use can create serious financial hardships. You should evaluate the costs and benefits of all alternatives before entering into this type of transaction. Other forms of short-term credit that may be less expensive include a loan from another institution or from family or friends, a credit card cash advance, an account with overdraft protection, or a salary advance.

**Privacy Policy.** You verify that you have received a copy of the company's Privacy Policy.

**Updates:** You agree to inform us of any changes to the information contained in this Customer Application throughout the course of your business relationship with us.

#### **Ability to Repay Verification.**

Pursuant to Nevada law, we are required to obtain a written and signed Affidavit from you addressing the following: (i) you have provided TitleMax with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and (ii) you have the ability to repay. You will be asked to sign the Affidavit before signing the Title Loan Agreement. TitleMax offers a "thirty day" Title Loan and six "thirty day" extensions as allowed by Nevada law. In addition, Nevada law requires that the amount of our loan does not exceed the fair market value of your motor vehicle. Furthermore, we have a policy of allowing those who remain in good standing with TitleMax by timely extending their loan obligations six times as allowed by law, to participate in an interest free workout repayment plan, in which no down payment is required. For such customers, we typically agree to a 7 to 8 month interest free repayment plan with a payment amount that never exceeds the extension payment amount. Therefore, in performing our internal underwriting and ability to repay analysis for your requested loan, we will (i) examine the motor vehicle and determine its fair market value, and (ii) rely upon the employment and sources of income information as well as the current and expected gross monthly income and obligations made in this Application, and assume no changes in same for 14 months. **IF YOU EXPECT (i) YOUR EMPLOYMENT OR SOURCE OF INCOME, OR (ii) YOUR GROSS MONTHLY INCOME AND GROSS MONTHLY OBLIGATIONS TO CHANGE IN THE NEXT 14- 15 MONTHS, PLEASE EXPLAIN THE CHANGES AS FOLLOWS:**

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By signing below and submitting this Customer Application, you are verifying that all of the information in this Customer Application is accurate and correct, including the personal references, contact information, employment or source of income, and current and

expected gross monthly income and obligations. You agree that you have told us about any changes you expect within the next 14 months relating to (i) your employment or source of income, and (ii) current and expected gross monthly income and obligations. You agree that you have read and understood all the above statements, including the Arbitration Provision.

Imelda Brasell  
Applicant Signature

9-8-14  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

APP 001656

Affidavit

STATE OF NEVADA  
COUNTY OF CLARK

Title Loan Agreement No.:  
Date: 9-8-14

11709-0125150

Customer Name: IMELDA BRASSELL  
Address: 284 TORNGATE AVE  
HENDERSON, NV 89002  
Co-Borrower Name:  
Address: N/A

Licensee Name: TitleMax of Nevada, Inc. d/b/a titlmax  
Address:

16 w horizon ridge pkwy #160  
henderson, nv 89012

Vehicle Information: VIN: 5FNRL386X6B412347  
License Plate State and No: 293 TEC Color: Silver Year: 2006 Make: honda Model: odyssey

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a titlmax, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: (a) *The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, IMELDA BRASSELL, being first duly sworn, states as follows:

1. You have provided us with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and
2. You have the ability to repay the title loan.

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: Imelda Brasell

Co-Borrower Signature: \_\_\_\_\_

APP 001657



## Covered Borrower Identification Statement

Federal law provides important protections to active duty members of the Armed Forces and their dependents. To ensure that these protections are provided to eligible applicants, we require you to sign one of the following statements as applicable:

I AM a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer.

Signature: \_\_\_\_\_

I AM a dependent of a member of the Armed Forces on active duty as described above, because I am the member's spouse, the member's child under the age of eighteen years old, or I am an individual for whom the member provided more than one-half of my financial support for 180 days immediately preceding today's date.

Signature: \_\_\_\_\_

— OR —

I AM NOT a regular or reserve member of the Army, Navy, Marine Corps, Air Force, or Coast Guard, serving on active duty under a call or order that does not specify a period of 30 days or fewer (or a dependent of such a member).

Signature: Inelda Brasell

Warning: It is important to fill out this form accurately. Knowingly making a false statement on a credit application is a crime.

Printed Name: INELDA BRASSELL

Today's Date: 9-8-14

APP 001658

Income Worksheet		
<b>Income</b>		
<b>Employment</b>	<b>Description</b>	<b>Amount</b>
Gross Monthly Salary or Wages		\$ 2080.00
Part-Time Gross Monthly Salary or Wages		\$
<b>Other/Expected Income</b>	<b>Description</b>	<b>Amount</b>
Gross Bonus or Commission		\$
Social Security/ Disability		\$
Gross Pension/Retirement		\$
Unemployment		\$
Alimony or Child Support		\$
Other Income (Babysitting, Lawn care, etc.):		\$
<b>Total Current/Expected Income</b>	<b>Part 1: Please add all income amounts and enter amount here</b>	<b>+</b> \$ 2080.00
<b>Total Monthly Expense</b>	<b>Part 2: Please add all monthly expenses and enter amount here</b>	<b>-</b> \$ 300.00
<b>Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total</b> Subtract Total Expense from Total Income. The Net Monthly Income <u>must be</u> equal to or greater than the Required Residual Income.		<b>=</b> \$ 1780.00
Applicant Name: <i>Emelda Brassfield</i>		<b>Employee Use Only</b>
Today's Date: <i>9-8-14</i>		
Driver's License/Government Issued ID Number: [REDACTED]		
Alimony, child support or separate maintenance income need not be revealed if you do not wish it considered as a basis for repaying this obligation.		

APP 001659

age  
K10

Ability to Pay Summary

11769 0125150

Loan Number	
Customer Name	IMELDA BRASSELL
Is Customer a Covered Borrower	No
Requested Loan Amount	\$2,000.00
Title Fee	\$20
MLV Amount	\$5,020
Gross Monthly Income	\$2,080.00
Current and Expected Monthly Obligations	\$300.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$1,780.00

210 INSTALLMENT LOAN STRUCTURE		
Tier		Rate
100.00	999.99	17.99%
1000.00	1999.99	16.99%
2000.00	2999.99	15.99%
3000.00	3999.99	14.99%
4000.00	4999.99	13.99%
5000.00	10000.00	10.99%

210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	8,390
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	5,040
Interest Rate		15.99%
Max Cash to Customer Amount	\$	5,020.00
Actual Cash to Customer Amount	\$	2,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	2,020
Amortized Loan Payment		\$500.03
Total Payback Amount		\$3,500.21
Minimum Payment to Extend		\$323.00
Grace Period Plan # of Months (0% Interest)		7
Grace Period Plan Payment (0%)		\$288.57

NV 210 Day Multi-Car 15.99%		
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APP 001660

# CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
5FNRL386X68412347	2006	HOND	ODYSSEY EX TSV		NY000615564
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD.	EMPTY WT.	GROSS WT.
12/29/2005	18	G			6000
VEHICLE COLOR		ODOMETER BRAND		BRANDS	

ACTUAL MILES

OWNER(S) NAME AND ADDRESS  
BRASSELL IMELDA M  
BRASSELL EDWARD J  
267 PIONEERS PEAK AVE  
HENDERSON NV 89015

**DR**

**LIENHOLDER(S) NAME AND ADDRESS**

LIENHOLDER(S) RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT

DATE \_\_\_\_\_

Printed Name \_\_\_\_\_

**FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.**  
The undersigned hereby certifies that the vehicle described in this title has been transferred to the following buyer(s):

Printed Name of Buyer(s)

☐ AND  
☐ OR

Printed Name of Buyer(s)

Address	City	State	Zip Code
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I certify to the best of my knowledge that the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked:

					<b>NO TENTHS</b>
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ODMETER READING

☐ The mileage stated is in excess of its mechanical limits. Date of Sale \_\_\_\_\_  
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
☐ Exempt - Model year over 9 years old.

Signature of Seller(s) \_\_\_\_\_

**Printed Name of Seller(s)**

I am aware of the above odometer certification made by the seller/agent. ☐

**Signature of Buyer(s)**

Printed Name of Buyer(s)

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIENS AS SHOWN.

CONTROL NO.

2821576A  
(THIS IS NOT A TITLE NO.)

ALTERATION OR ERASURE VOIDS THIS TITLE

By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. **You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.**

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

LICENSEE TitleMax of Nevada, Inc. d/b/a TitleMax

Donald Braswell 9-8-14  
Customer's Signature Date

[Signature] 9/8/14  
Its Authorized Agent Date

\_\_\_\_\_  
Co-Borrower's Signature Date

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

# Ability to Pay Summary

11769-0125150

Loan Number	
Customer Name	IMELDA BRASSELL
Is Customer a Covered Borrower	No
Requested Loan Amount	\$2,000.00
Title Fee	\$20
MLV Amount	\$5,020
Gross Monthly Income	\$2,080.00
Current and Expected Monthly Obligations	\$300.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$1,780.00

210 INSTALLMENT LOAN BREAKDOWN		
Term		Rate
100.00	999.99	17.99%
1000.00	1999.99	16.99%
2000.00	2999.99	15.99%
3000.00	3999.99	14.99%
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5000.00	10000.00	10.99%

## 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	8,390
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	5,040
Interest Rate		15.99%
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Actual Cash to Customer Amount	\$	2,000.00
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Total Loan Amount	\$	2,020
Amortized Loan Payment		\$500.03
Total Payback Amount		\$3,500.21
Minimum Payment to Extend		\$323.00
Grace Period Plan # of Months (0% Interest)		7
Grace Period Plan Payment (0%)		\$288.57

## CROSS-BRAND CASHWISLE LOAN TYPE

NV 210 Day Multi-Car 15.99%

APP 001663

**A - 2**

APP 001664

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX

Exam Start

Date: 5/15/2015

Licensee Address: 16 W. HORIZON RIDGE PKWY, HENDERSON, NV 89012

Exam as of: 5/15/2015

Borrower Name &amp;

Address: LOVENE JERSEY

Examiner: EC/DV

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
11769-0158424	3/30/2015	\$4,220.00	10/26/2015	\$2,666.41	6 & 1	983.77/983.79	170.21%	YES

Loan Type: Deferred Deposit ☐ High-Int Loans ☐ Title Loans ☒ Purpose of loan: N/A

Is the loan secured? YES If so, what is the collateral? 2004 DODGE RAM 1500 If secured by a vehicle title, is it filed and perfected? N/A

What is the borrower's expected gross monthly income? \$10,000 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

(Applies to Deferred Deposit Only) Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? N/A

NRS 604A.425(1d)

(Applies to D/D Loans) Does the original term of the D/D Loan not exceed 35 days? N/A

NRS 604A.408(1)

(Applies to High-Interest Loans Only) Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? N/A

NRS 604A.425(1b)

(Applies High-Int Loans) Does the original term of the HIL not exceed 35 days? N/A

NRS 604A.408(1)

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$6,900.00

NRS 604A.450(1)

(Applies to Title Loans Only) Does the original term of the title loan exceed 30 days? NO

NRS 604A.445(1)

(Applies to Title Loans Only) Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? NO

NRS 604A.445(2)

Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)? YES

Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)? YES

Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, pursuant to NRS 604A.410 (2f)? YES

Is the loan a collection account? NO Has the loan been extended or renewed? NO How many times? 0 Extensions: Title-6 nat'l periods; D/D &amp; High Int Loans - 90 days Are receipts filed? YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A.210 AND 445

GRACE PERIOD DEFERMENT \$8,352.66

CO-SIGNER ON APPLICATION IS NOT ON VEHICLE TITLE.

Revised 10-15-2008

Confidential

APP 001665



# Title Loan Agreement

Date: 3/30/2015

Number: 11769-0158424

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 11769-0158424			
FIRST NAME Lovee	LAST NAME Jersey	CO-CUSTOMER FIRST NAME Donald		CO-CUSTOMER LAST NAME Jersey	
SSN (S [REDACTED])	DRIVERS LIC./STATE ID. NO. N [REDACTED]	[REDACTED]		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO. [REDACTED]	
STREET ADDRESS 2568 Corner Stone Cir		CO-CUSTOMER STREET ADDRESS 2568 Corner Stone Cir			
City Henderson	STATE NV	ZIP CODE 89012	CO-CUSTOMER CITY Henderson	CO-CUSTOMER STATE NV	CO-CUSTOMER ZIP CODE 89052
H [REDACTED] (7 [REDACTED])	DATE OF BIRTH [REDACTED]	C [REDACTED] (7 [REDACTED])		[REDACTED]	
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday			
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (702)565-7232			
LICENSEE STREET ADDRESS 16 W. Horizon Ridge Pkwy #160		LICENSEE CITY Henderson	LICENSEE STATE NV	LICENSEE ZIP CODE 89012	
VEHICLE IDENTIFICATION NUMBER (VIN) 1D7HA18D84S669422		LICENSE PLATE LOVENE			
VEHICLE YEAR 2004	VEHICLE MAKE DODGE	VEHICLE MODEL RAM 1500	COLOR WHITE		

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$4,220.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4663% from the date of this Loan Agreement until 10/26/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

# FEDERAL TRUTH-IN-LENDING DISCLOSURES

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.
<b>170.2129 %</b>	<b>\$2,666.41</b>	<b>\$4,220.00</b>	<b>\$6,886.41</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$983.77	4/29/2015 and each 30 days thereafter
1	\$983.79	10/26/2015

Security: You are giving a security interest in the Title to the Motor Vehicle.  
 Filing Fee: \$20.00  
 Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

Itemization of Amount Financed of	\$4,220.00
1. Amount given to you directly:	\$4,200.00
2. Amount paid on your account:	\$0.00
3. Amount paid to public officials:	\$20.00
4. Amount paid to _____ on your behalf:	\$0.00

## Calculation of Interest, Application of Payments and Security Interest.

We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

## Right to Rescind and Prepayment.

You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

## Grace Period.

For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

**Repayment Plan Disclosure:** If you default on this loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.**

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (i) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.**

Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

2. You acknowledge and agree that by entering this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
- (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Nevada.



8. This Arbitration Provision is binding upon and binds you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

9. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: TitleMax of Nevada, Inc. d/b/a TitleMax, Attn: Legal Dept, P.O. Box 8323, Savannah, GA 31412. Your written notice must include your name, address, Account number, the loan date, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Loan Agreement.

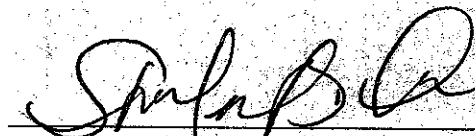
**Acknowledgments.** This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision. By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering into this Loan Agreement is accurate. You warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You agree that the amount of the loan does not exceed the fair market value of the Motor Vehicle. **You agree that you have the ability to repay this Loan Agreement, based upon your current and expected income, obligations, and employment.** You acknowledge that the loan does not require a balloon payment of any kind. You further acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement, including the Waiver of Jury Trial and Arbitration Provision.

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

TitleMax of Nevada, Inc. d/b/a TitleMax

  
Customer's Signature

3-30-15  
Date

  
Its Authorized Agent

3-30-2015  
Date

  
Co-Customer's Signature

3-30-15  
Date

# Customer Receipt Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Lovene Jersey	
LOAN AGREEMENT IDENTIFICATION NO. 11769-0158424  LOAN AGREEMENT DATE: 3/30/2015 10:25:44 AM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 05/07/2015 10:03:41 AM	
AMOUNT PAID: \$600.00		AGENT RECEIVING PAYMENT: Dorothy Bosina	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$600.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$600.00
BALANCE DUE ON LOAN:	\$4,367.81
NEXT SCHEDULED DUE DATE:	5/29/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Donn Jersey  
Printed Name

[Signature]  
Signature

# GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 11769-0158424

<b>Customer Name:</b> Lovene Jersey <b>Address:</b> 2568 Corner Stone Cir Henderson, NV 89012  <b>Co-Borrower Name:</b> Donald Jersey <b>Address:</b> 2568 Corner Stone Cr Henderson, NV 89052	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012  <b>Vehicle Information:</b> 2004 DODGE RAM 1500 1D7HA18D84S669422
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 03/30/2015 ("Loan Agreement") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

**NOW THEREFORE,** in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferment Agreement.

**Grace Period Payments Deferment.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferment Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferment Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferment Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferment Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferment Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 604-5368.

# Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$590.38	4/29/2015
2	\$590.38	5/29/2015
3	\$590.38	6/28/2015
4	\$590.38	7/28/2015
5	\$590.38	8/27/2015
6	\$590.38	9/26/2015
7	\$590.38	10/26/2015
8	\$602.86	11/25/2015
9	\$602.86	12/25/2015
10	\$602.86	1/24/2016
11	\$602.86	2/23/2016
12	\$602.86	3/24/2016
13	\$602.86	4/23/2016
14	\$602.84	5/23/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$8,352.66

BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure:** If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

Any comments or questions may be directed to Customer Service at the following number: (800) 304-5368.



**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferral Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferral Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment Plan, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferral Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferral Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferral Agreement.

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4663% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferral Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferral Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferral Agreement; except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferral Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Its Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

# Customer Application

## Personal Information

Date: <u>3-30-15</u>	First Name: <u>Jersey</u>	Date of Birth: <u>[REDACTED]</u>	Social Security #: <u>[REDACTED]</u>
Last Name: <u>Jersey</u>	First Name: <u>Lovene</u>	Middle Name: <u>[REDACTED]</u>	
Home Phone: <u>[REDACTED]</u>	Cell Phone: <u>[REDACTED]</u>	Email Address (optional): <u>[REDACTED]</u>	
Best time to call? <u>any</u>	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone		
Physical Address (Street Number & Name) <u>2568 Corner Stone Cir</u>			
City: <u>Henderson</u>	State: <u>NV</u>	Zip: <u>89052</u>	Apt #: <u>[REDACTED]</u>
Mailing Address (if different from physical address) <u>Same</u>			
City: <u>[REDACTED]</u>	State: <u>[REDACTED]</u>	Zip: <u>[REDACTED]</u>	

## Source of Income

Employer * (Source of Income): <u>N/A - Husband</u>	Employer Address (Street Number & Name)		
City: <u>[REDACTED]</u>	State: <u>[REDACTED]</u>	Zip: <u>[REDACTED]</u>	Time at Job? <u>[REDACTED]</u>
Work Phone #: <u>[REDACTED]</u>	Title: <u>[REDACTED]</u>	Supervisor: <u>[REDACTED]</u>	
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed	Next Payday: <u>[REDACTED]</u>	Current and Expected Gross Monthly Income: <u>\$ [REDACTED]</u>	Gross Monthly Obligations: <u>\$ [REDACTED]</u>
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			

## Credit References

Business Name: <u>[REDACTED]</u>	Phone #: <u>[REDACTED]</u>
Address: <u>[REDACTED]</u>	
Business: <u>[REDACTED]</u>	
Address: <u>[REDACTED]</u>	
Name: <u>[REDACTED]</u>	Address (Street Number & Name): <u>[REDACTED]</u>
Relationship: <u>[REDACTED]</u>	City: <u>[REDACTED]</u> State: <u>[REDACTED]</u> Zip: <u>[REDACTED]</u>
Name: <u>[REDACTED]</u>	
Relationship: <u>[REDACTED]</u>	
Name: <u>[REDACTED]</u>	
Relationship: <u>[REDACTED]</u>	
Name: <u>[REDACTED]</u>	
Relationship: <u>[REDACTED]</u>	

## Co-Applicant Information

Date <b>3/30/15</b>		Social Security # [REDACTED]											
Last Name <b>T...</b>	First Name <b>D...</b>	Middle Name <b>L...</b>											
Home Phone <b>702-...</b>													
Best time to call <b>[REDACTED]</b>													
Physical Address (Street Number & Name) <b>2568 CORNER Stone Circle</b>													
City <b>Henderson</b>	State <b>NV</b>	Zip <b>89052</b>	County <b>Clark</b>										
Mailing Address (if different from physical address)													
City													
State													
Zip													
Employer * (Source of Income) <b>Greenspan Media</b>													
City <b>Henderson</b>	State <b>NV</b>	Zip <b>89074</b>	Time at Job? <b>9 yrs</b>										
Work Phone # <b>7...</b>	Job Title <b>Publisher</b>	Supervisor <b>[REDACTED]</b>											
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input checked="" type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed		Next Payday <b>4/10/15</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>Current and Expected</th> <th>Work Shift</th> </tr> <tr> <td> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Gross Monthly Income</td> <td>Gross Monthly Obligations</td> </tr> <tr> <td><b>\$10K</b></td> <td><b>\$5K</b></td> </tr> </table> </td> <td><b>[REDACTED]</b></td> </tr> </table>	Current and Expected	Work Shift	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Gross Monthly Income</td> <td>Gross Monthly Obligations</td> </tr> <tr> <td><b>\$10K</b></td> <td><b>\$5K</b></td> </tr> </table>	Gross Monthly Income	Gross Monthly Obligations	<b>\$10K</b>	<b>\$5K</b>	<b>[REDACTED]</b>		
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Gross Monthly Income	Gross Monthly Obligations												
<b>\$10K</b>	<b>\$5K</b>												
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no How did you hear about us? (Circle one.)													
<table style="width: 100%;"> <tr> <td>Friend/Referral Name of referrer? _____</td> <td>Saw Store</td> <td>Television</td> <td>Yellow Pages</td> <td><b>Repeat Customer</b></td> </tr> <tr> <td>Internet</td> <td>Billboard</td> <td>Postcard</td> <td>Other: _____</td> <td></td> </tr> </table>				Friend/Referral Name of referrer? _____	Saw Store	Television	Yellow Pages	<b>Repeat Customer</b>	Internet	Billboard	Postcard	Other: _____	
Friend/Referral Name of referrer? _____	Saw Store	Television	Yellow Pages	<b>Repeat Customer</b>									
Internet	Billboard	Postcard	Other: _____										

### ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

**Notice.** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, [www.ftc.gov](http://www.ftc.gov).

**†Consent to E-mail Communications and Electronic Disclosures.** You are not required to provide your email address. If you provided your email address and authorized us to send emails to you ("Your Consent"), then you are requesting to receive emails from us. This includes disclosures and solicitations. You further consent to the use and acceptance of electronic records, and electronic disclosures. **This Consent to E-mail Communications and Electronic Disclosures** informs you of your rights when receiving legally required disclosures, notices, and any other information from us. By providing Your Consent, you acknowledge receipt of this disclosure. You consent to the use of electronic records, and disclosures. The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those pursuant to the Equal Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and other disclosures or notices under applicable federal, state or local laws or regulations; or any other notices, information, or solicitations we may send. You may request a paper copy of any emailed disclosures by submitting a request through the link found within the emails. You may also send a written request to TitleMax, P. O. Box 8323, Savannah, GA 31412. We will provide such paper copies to you at no charge. We will retain all Disclosures as required by applicable law. Your Consent only applies to emails we send and receive. You consent to electronically receiving disclosures relating to transactions, accounts, and other emails electronically. Before deciding to obtain electronic disclosures, you acknowledge that you considered whether you have the required hardware and software capabilities. To access and retain Disclosures electronically, you will need to use the following computer software and hardware: a PC with Internet access and an Internet Browser that meets the following minimum requirements: Microsoft® Internet Explorer 6.1 or later versions or Mozilla Firefox 2.0 or later versions. The specific Internet Browser must also support at least 128-bit encryption. To read some documents, you will need a PDF file reader like Adobe® Acrobat Reader. If these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. You will need a printer or long-term storage, such as a disk drive, to retain, download, or print the Disclosures. You may withdraw Your Consent at any time. If you want to withdraw Your Consent, submit a request through the link in any email we send, or write to the address found in this disclosure. If you withdraw Your Consent, such withdrawal will not affect the legal effectiveness, validity, or enforceability of prior electronic Disclosures. If your electronic address, mailing address, telephone number, or any information you provided changes, then you agree to inform us. You may contact us by clicking the appropriate link in any email, or writing to the address in this disclosure. BY PROVIDING YOUR EMAIL ADDRESS, AND THEREBY AGREEING, YOU ACKNOWLEDGE AND AGREE THAT YOU: (1) CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE, (2) READ THE INFORMATION ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES, (3) CONSENT TO HAVING DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY REQUEST A PAPER COPY OF ANY EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain a copy of this information to retain for future reference.

**Cellular Phone Calls:** Receipt of cellular phone calls may be subject to charges from your service provider. If you have listed a cell phone above or you give us an updated cell phone number, then you authorize us to call your cell phone number to provide account information such as payment reminders and special promotional offers or sales offers such as offers for credit services, credit, or other financial services.

**Phone Messages.** You authorize us to contact the phone numbers listed. You authorize us to mail correspondence to your address. You authorize us to call and leave messages on any answering machine at your phone numbers above.

**Release of Information.** You authorize us to verify all of the information that you have provided and you acknowledge that this information may be used to verify certain past or current credit or payment history information from third party source(s). You further authorize and consent that we may contact any person or company listed on this Customer Application, including any persons that you may add at a later date. Your application may be rejected if any information provided is found to be false.

**Credit Inquiries and Reporting Authorization.** By signing below, you further agree and authorize us to obtain your credit history reports from credit bureaus and other credit reporting agencies or companies.

**ARBITRATION.** Arbitration is a means for legal matters between parties to be resolved by a neutral arbitrator rather than a Court. We have a policy of arbitrating all claims, demands, and disputes which cannot be resolved in a small claims tribunal, including the scope and validity of this arbitration provision and any right you may have to participate in an alleged class action (hereinafter "dispute(s)"). All customer agreements contain another arbitration provision that supersedes this arbitration provision and governs the resolution of disputes. However, if you do not enter into a customer agreement with us, then this arbitration provision governs the resolution of disputes. You agree that **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY to resolve disputes against us.** The Federal Arbitration Act governs this arbitration provision. If any party has a dispute, they must notify the others in writing of the dispute. You have the right to select either of the following arbitration organizations, which will govern the arbitration under its consumer rules: American Arbitration Association (1-800-778-7879) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees. You will be responsible for your attorney's fees, if any. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. The arbitrator shall not conduct class arbitration. The arbitration hearing will be conducted in the county in which this Customer Application was signed. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Customer Application and the Arbitration Provision, including the prohibition on class arbitration.

**WARNING:** This type of transaction is only intended to address short-term, NOT long-term, credit needs. Repeated or frequent use can create serious financial hardships. You should evaluate the costs and benefits of all alternatives before entering into this type of transaction. Other forms of short-term credit that may be less expensive include a loan from another institution or from family or friends, a credit card cash advance, an account with overdraft protection, or a salary advance.

**Privacy Policy.** You verify that you have received a copy of the company's Privacy Policy.

**Updates:** You agree to inform us of any changes to the information contained in this Customer Application throughout the course of your business relationship with us.

#### **Ability to Repay Verification.**

Pursuant to Nevada law, we are required to obtain a written and signed Affidavit from you addressing the following: (i) you have provided TitleMax with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and (ii) you have the ability to repay. You will be asked to sign the Affidavit before signing the Title Loan Agreement. TitleMax offers a "thirty day" Title Loan and six "thirty day" extensions as allowed by Nevada law. In addition, Nevada law requires that the amount of our loan does not exceed the fair market value of your motor vehicle. Furthermore, we have a policy of allowing those who remain in good standing with TitleMax by timely extending their loan obligations six times as allowed by law, to participate in an interest free workout repayment plan, in which no down payment is required. For such customers, we typically agree to a 7 to 8 month interest free repayment plan with a payment amount that never exceeds the extension payment amount. Therefore, in performing our internal underwriting and ability to repay analysis for your requested loan, we will (i) examine the motor vehicle and determine its fair market value, and (ii) rely upon the employment and sources of income information as well as the current and expected gross monthly income and obligations made in this Application, and assume no changes in same for 14 months. **IF YOU EXPECT (i) YOUR EMPLOYMENT OR SOURCE OF INCOME, OR (ii) YOUR GROSS MONTHLY INCOME AND GROSS MONTHLY OBLIGATIONS TO CHANGE IN THE NEXT 14- 15 MONTHS, PLEASE EXPLAIN THE CHANGES AS FOLLOWS:** no

By signing below and submitting this Customer Application, you are verifying that all of the information in this Customer Application is accurate and correct, including the personal references, contact information, employment or source of income, and current and

expected gross monthly income and obligations. You agree that you have told us about any changes you expect within the next 14 months relating to (i) your employment or source of income, and (ii) current and expected gross monthly income and obligations. You agree that you have read and understood all the above statements, including the Arbitration Provision.

  
Applicant Signature

3-30-15  
Date

  
Co-Applicant Signature

3/30/15  
Date

**Affidavit**

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 11769-0158424  
Date: 03/30/2015

Customer Name: Lovene Jersey  
Address: 2568 Corner Stone Circle  
Henderson, NV 89052  
Co-Borrower Name: Donald Jersey  
Address: 2568 Corner Stone Circle  
Henderson, NV 89052

Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax  
Address:

16 W. Horizon Ridge Pkwy #160  
Henderson, NV 89012

Vehicle Information: VIN: 1D7HA18D84S669422  
License Plate State and No: LOVENE Color: White Year: 2004 Make: Dodge Model: Ram 1500 SLT

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: (a) *The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, Lovene Jersey/ Donald Jersey, being first duly sworn, states as follows:

1. You have provided us with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and
2. You have the ability to repay the title loan.

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: 

Co-Borrower Signature: 

APP 001680



# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1D7HA18D84S669422	YEAR 2004	MAKE DODG	MODEL RAM 1500 Q	VEHICLE BODY TCW	TITLE NUMBER NV007713994
DATE ISSUED 04/17/2015	ODOMETER MILES	FUEL TYPE G	SALES TAX PD	EMPTY WT 4820	GROSS WT 6001
VEHICLE COLOR	ODOMETER BRAND EXEMPT			BRANDS	GVWR

**OWNER(S) NAME AND ADDRESS**  
 JERSEY LOVENE  
 2568 CORNER STONE CIR  
 HENDERSON NV 89052-2955

**LIENHOLDER NAME AND ADDRESS**  
 TITLEMAX  
 16 W HORIZON RIDGE PKWY STE 160  
 HENDERSON NV 89012-5336

**LIENHOLDER RELEASE** - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED.

SIGNATURE OF AUTHORIZED AGENT

DATE

PRINTED NAME OF AGENT AND COMPANY

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
 The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

☐ AND  
☐ OR

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

Address

City

State

Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.  
☐ NO TENTHS  
☐ The mileage stated is in excess of its mechanical limits.  
☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
 Exempt - Model year over 9 years old.

ODOMETER READING

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent. ☐

Dealer's License Number

Date of Sale

Signature of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

Printed Full Legal Name of Buyer

CONTROL NO.

25450830

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

APP 001681

ALTERATION OR ERASURE VOIDS THIS TITLE



## Contact Information

3/30/2015

Company: Titlemax (314391)  
 Contact: Laura Farris  
 E-Mail: laura.farris@titlemax.biz

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2004 Dodge Ram 1500 SLT Quad Cab

MSRP: \$26,525	VIN: 1D7HA18D84S669422	Adj. State: National
Fin Adv: \$9,500	LVC: 2004240571	Mileage: 0
Equip Ret: \$30,275	MPG: 14/19	Mileage Cat: D
Tire Size: 245/70R17	Weight: 6650	Cylinders: 8
Base HP:	Fuel Type: Gas	Transmission: A
Taxable HP: 49.1	Wheelbase: 160.5	Drive Train: RWD
Model Number: DR1H42	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

## Wholesale Black Book values as of 3/30/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$9,200	\$6,500	\$4,800
Options	N/A	\$400	\$400	\$400
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$9,600	\$6,900	\$5,200

## Retail Black Book values as of 3/30/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$11,950	\$8,750	\$6,550
Options	N/A	\$400	\$400	\$400
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$12,350	\$9,150	\$6,950

## Residual Black Book values as of 3/30/2015

	12 Month	24 Month	30 Month	36 Month	42 Month	48 Month	60 Month	End Of Term
Base	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Options	\$0	\$0	\$0	\$0	\$0	\$0	\$0	N/A
Mileage	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Total	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

## Black Book Add/Deducts

- ✓ 20-Inch Wheel Package +350
- ✓ 5.7L HEMI V8 +400
- Leather +450
- Sport Package +100
- w/o AT - Exc Diesel -700
- w/o Factory Air -225

APP 001682

### Ability to Pay Summary

Loan Number	11769-0158424
Customer Name	lovene Jersey
Is Customer a Covered Borrower	No
Requested Loan Amount	\$3,000.00
Title Fee	\$20
MLV Amount	\$4,240
Gross Monthly Income	\$10,000.00
Current and Expected Monthly Obligations	\$5,000.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$5,000.00

Loan Amount	Rate
100.00	17.99%
1000.00	16.99%
2000.00	15.99%
3000.00	14.99%
4000.00	13.99%
5000.00	10.99%

### 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	10,020
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	4,260
Interest Rate		13.99%
Max Cash to Customer Amount	\$	10,000.00
Actual Cash to Customer Amount	\$	4,200.00
Title Fee Amount	\$	20
Total Loan Amount	\$	4,220
800		
Amortized Loan Payment		\$983.77
Total Payback Amount		\$6,886.40
Minimum Payment to Extend		\$590.38
Grace Period Plan # of Months (0% Interest)		7
Grace Period Plan Payment (0%)		\$602.86

### CHOOSE THE CASH PLAN YOU WANT

NV 210 Day Multi-Car 13.99%

APP 001683

# Income Worksheet

## Income

Employment	Description	Amount
Gross Monthly Salary or Wages	F/T Job	\$ 10,000.00 +
Part-Time Gross Monthly Salary or Wages	—	\$ N/A
Other/Expected Income	Description	Amount
Gross Bonus or Commission		\$ N/A
Social Security/ Disability		\$ N/A
Gross Pension/Retirement		\$ N/A
Unemployment		\$ N/A
Alimony or Child Support		\$ N/A
Other Income (Babysitting, Lawn care, etc.):		\$ N/A
<b>Total Current/Expected Income</b>	<b>Part 1: Please add all income amounts and enter amount here</b>	<b>+\$ 10,000.00 +</b>
<b>Total Monthly Expense</b>	<b>Part 2: Please add all monthly expenses and enter amount here</b>	<b>-\$ 5,000.00</b>
<b>Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total</b>		<b>=\$ 5,000.00</b>
Subtract Total Expense from Total Income. The Net Monthly Income <u>must be</u> equal to or greater than the Required Residual Income.		

Applicant Name:	Louena Jersey Donald Jersey
Today's date:	3/30/15

Driver's License/Government Issued ID Number:	Louena - 210075040 Denn - 1702334915
---	---

**A - 3**

APP 001685

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX

Exam Start

Date: 5/15/2015

Licensee Address: 16 W. HORIZON RIDGE PKWY, HENDERSON, NV 89012

Exam as of: 5/15/2015

Borrower Name &amp;

Address: TODD WADDING

Examiner: EC/DV

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
11769-0132112	10/25/2014	\$3,020.00	5/23/2015	\$2,059.66	6 & 1	725.67/725.64	182.38%	YES

Loan Type: Deferred Deposit ☐ High-Int Loans ☐ Title Loans ☒ Purpose of loan: N/A

Is the loan secured? YES If so, what is the collateral? 2003 MERCURY GRAND MARQUIS If secured by a vehicle title, is it filed and perfected? N/A

What is the borrower's expected gross monthly income? \$5,574 Was the borrower's income verified? YES Paystub ☐ Affidavit ☒ Other:

(Applies to Deferred Deposit Only) Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? N/A

NRS 604A.425(1g)

(Applies to D/D Loans) Does the original term of the D/D Loan not exceed 35 days? N/A

NRS 604A.408(1)

(Applies to High-Interest Loans Only) Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? N/A

NRS 604A.425(1b)

(Applies High-Int Loans) Does the original term of the HIL not exceed 35 days? N/A

NRS 604A.408(1)

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$5,250.00

NRS 604A.450(1)

(Applies to Title Loans Only) Does the original term of the title loan exceed 30 days? NO

NRS 604A.445(1)

(Applies to Title Loans Only) Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)? NO

NRS 604A.445(2)

Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)? YES

Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)? YES

Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, pursuant to NRS 604A.410 (2f)? YES

Is the loan a collection account? NO Has the loan been extended or renewed? NO How many times? 0 Are receipts filed? YES

Extensions: Title-6 add'l periods: D/D &amp; High Int Loans - 90 days

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A.210 AND 445

GRACE PERIOD DEFERMENT \$6,188.83

Revised 10-15-2008

Confidential

APP 001686

## Title Loan Agreement

Date: 10/25/2014

Number: 11769-0132112

<b>Customer &amp; Co-Customer Information</b>			<b>ACCOUNT NUMBER:</b> 11769-0132112		
FIRST NAME Todd		LAST NAME Wadding		CO-CUSTOMER FIRST NAME	
CO-CUSTOMER LAST NAME		SSN (S [REDACTED])		DRIVERS LIC./STATE ID. NO. N [REDACTED]	
CO-CUSTOMER SSN		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.			
STREET ADDRESS 1571 Quarter Horse Dr			CO-CUSTOMER STREET ADDRESS		
City Henderson	STATE NV	ZIP CODE 89002	CO-CUSTOMER CITY		CO-CUSTOMER STATE
CO-CUSTOMER ZIP CODE		CO-CUSTOMER HOME PHONE		CO-CUSTOMER DATE OF BIRTH	
<b>Motor Vehicle &amp; Licensee Information</b>			<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday		
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax			LICENSEE PHONE NUMBER (702)565-7232		
LICENSEE STREET ADDRESS 16 W. Horizon Ridge Pkwy #160			LICENSEE CITY Henderson	LICENSEE STATE NV	LICENSEE ZIP CODE 89012
VEHICLE IDENTIFICATION NUMBER (VIN) 2MEFM74W83X616393			LICENSE PLATE 205LPB		
VEHICLE YEAR 2003	VEHICLE MAKE MERCURY	VEHICLE MODEL GRAND MARQ	COLOR WHITE		

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$3,020.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4997% from the date of this Loan Agreement until 05/23/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.
<b>182.3771 %</b>	<b>\$2,059.66</b>	<b>\$3,020.00</b>	<b>\$5,079.66</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$725.67	11/24/2014 and each 30 days thereafter
1	\$725.64	5/23/2015

Security: You are giving a security interest in the Title to the Motor Vehicle.  
 Filing Fee: \$20.00  
 Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

Itemization of Amount Financed of \$3,020.00

1. Amount given to you directly: \$3,000.00
2. Amount paid on your account: \$0.00
3. Amount paid to public officials: \$20.00
4. Amount paid to \_\_\_\_\_ on your behalf: \$0.00

**Calculation of Interest, Application of Payments and Security Interest.** We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

**Right to Rescind and Prepayment.** You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

**Grace Period.** For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

**Repayment Plan Disclosure: If you default on the loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossess the Motor Vehicle.**

**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.**

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (ii) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.**

Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.



2. You acknowledge and agree that by entering this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
- (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Nevada.

8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

9. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: TitleMax of Nevada, Inc. d/b/a TitleMax, Attn: Legal Dept, P.O. Box 8323, Savannah, GA 31412. Your written notice must include your name, address, Account number, the loan date, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Loan Agreement.

**Acknowledgments. This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision.** By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering into this Loan Agreement is accurate. You warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You agree that the amount of the loan does not exceed the fair market value of the Motor Vehicle. **You agree that you have the ability to repay this Loan Agreement, based upon your current and expected income, obligations, and employment.** You acknowledge that the loan does not require a balloon payment of any kind. **You further acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement, including the Waiver of Jury Trial and Arbitration Provision.**

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

TitleMax of Nevada, Inc. d/b/a TitleMax

  
Customer's Signature

10/25/14  
Date

  
Its Authorized Agent

10/25/14  
Date

Co-Customer's Signature

Date

## Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax 16 W. Horizon Ridge Pkwy, Henderson, Nevada 89012.		PAYMENT MADE ON BEHALF OF OR BY: TODD I WADDING 1571 Quarter Horse Dr, Henderson, NV, 89002	
LOAN AGREEMENT IDENTIFICATION NO. 20132112-11769  LOAN AGREEMENT DATE: 10/25/2014  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 05/16/2015 16:00:41	
AMOUNT PAID: 407.00		AGENT RECEIVING PAYMENT: Shalese Booker	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID: \$ 0.00  
INTEREST PAID: \$ 407.00  
CHARGES PAID: \$ 0.00  
FEES PAID: \$ 0.00  
TOTAL AMOUNT PAID TODAY: \$ 407.00  
UNPAID INTEREST: \$ 229.77  
BALANCE DUE ON LOAN: \$ 2943.27  
NEXT SCHEDULED DUE DATE: 05/23/2015

- ☐ Account paid in full by rescission  
☐ Account paid in full  
☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.  
☐ Repayment Plan Agreement  
☐ Grace Period Plan Agreement

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Todd Wadding  
Printed Name

[Signature]  
Signature

# Customer Receipt Repayment Plan Receipt (210 day loan)

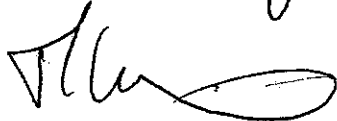
NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Todd Wadding
LOAN AGREEMENT IDENTIFICATION NO. 11769-0132112  LOAN AGREEMENT DATE: 10/25/2014 12:25:51 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/21/2015 04:08:25 PM
AMOUNT PAID: \$407.00	AGENT RECEIVING PAYMENT: Eric Grigsby	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$407.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$407.00
BALANCE DUE ON LOAN:	\$3,079.10
NEXT SCHEDULED DUE DATE:	4/23/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Todd Wadding  


# Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Todd Wadding
LOAN AGREEMENT IDENTIFICATION NO. 11769-0132112  LOAN AGREEMENT DATE: 10/25/2014 12:25:51 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/23/2015 05:33:45 PM
AMOUNT PAID: \$407.00	AGENT RECEIVING PAYMENT: Monique Gallegos	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$407.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$407.00
BALANCE DUE ON LOAN:	\$3,092.90
NEXT SCHEDULED DUE DATE:	3/24/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Todd Wadding  
Printed Name

[Signature]  
Signature

TitleMax of Nevada, Inc. d/b/a TitleMax  
16 W. Horizon Ridge Pkwy #160  
Henderson, NV 89012  
(702)565-7232  
3/6/2015

Todd Wadding  
1571 Quarter Horse Dr  
Henderson, NV 89002

**Re: Opportunity to Enter into a Repayment Plan**

Dear Customer:

On 10/25/2014 12:25:51 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 11/29/2014 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 2/23/2015 ("Date of Default") you defaulted on your payment obligations under the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement. Before we attempt to collect the outstanding balance by repossessing the Vehicle, we are offering you an opportunity to enter into a written AMENDMENT OF THE TITLE LOAN AGREEMENT TO ESTABLISH A REPAYMENT PLAN ("Repayment Plan").

**You have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default.**

To enter into a Repayment Plan you must follow these procedures by 3/25/2015 : (1) return to the location in which you signed the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement; (2) read and sign the Repayment Plan we prepare; and (3) make an initial payment of \$600.18. The total of payments or the remaining balance on the original transaction is \$3,000.90. You made the following payment(s) on the loan:

Date:	11/29/2014	Amount:	\$720.00
Date:	01/24/2015	Amount:	\$453.00
Date:	01/24/2015	Amount:	\$453.00

The total amount due if you enter into a Repayment Plan on or before 3/25/2015 will be \$600.18.

Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan.

If you enter into a Repayment Plan we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (1) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (2) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee.

Additionally, if you enter into a Repayment Plan, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (1) accept any additional security or collateral from you to enter into the Repayment Plan; (2) sell to you any insurance (3) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (4) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (5) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (6) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan.

We will prepare the written Repayment Plan and give you a copy of the written Repayment Plan.

Please return to our location in order to enter a Repayment Plan with us.

Sincerely,



General Manager, TitleMax of Nevada, Inc. d/b/a TitleMax

Although we have not pursued legal action, pursuant to Nevada law, we are required to give you the following NOTICE OF DEBT:

- (1) The amount of the debt is \$3,000.90 ; (2) TitleMax of Nevada, Inc. d/b/a TitleMax (2) is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**

# Customer Receipt Repayment Plan Receipt (0 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Todd Wadding	
LOAN AGREEMENT IDENTIFICATION NO. 11769-0132112  LOAN AGREEMENT DATE: 10/25/2014 12:25:51 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/24/2015 12:25:56 PM	
AMOUNT PAID: \$453.00		AGENT RECEIVING PAYMENT: Monique Gallegos	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$453.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$453.00
BALANCE DUE ON LOAN:	\$3,166.50
NEXT SCHEDULED DUE DATE:	1/23/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Todd Wadding  
Printed Name

[Signature]  
Signature



# Customer Receipt Repayment Plan Receipt (0 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Todd Wadding	
LOAN AGREEMENT IDENTIFICATION NO. 11769-0132112  LOAN AGREEMENT DATE: 10/25/2014 12:25:51 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/24/2015 12:26:49 PM	
AMOUNT PAID: \$453.00		AGENT RECEIVING PAYMENT: Monique Gallegos	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$114.65
INTEREST PAID:	\$338.35
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$453.00
BALANCE DUE ON LOAN:	\$2,713.50
NEXT SCHEDULED DUE DATE:	2/22/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Todd Wadding  
Printed Name

[Signature]  
Signature

## Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Todd Wadding	
LOAN AGREEMENT IDENTIFICATION NO. 11769-0132112  LOAN AGREEMENT DATE: 10/25/2014 12:25:51 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 11/29/2014 11:03:47 AM	
AMOUNT PAID: \$720.00		AGENT RECEIVING PAYMENT: Wendell Clark	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$191.85
INTEREST PAID:	\$528.15
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$720.00
BALANCE DUE ON LOAN:	\$2,828.15
NEXT SCHEDULED DUE DATE:	12/24/2014

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Todd Wadding  
Printed Name

[Signature]  
Signature

APP 001699

# GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 11769-0132112

Customer Name: Todd Wadding Address: 1571 Quarter Horse Dr Henderson, NV 89002	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 15 W. Horizon Ridge Pkwy #150 Henderson, NV 89012  Vehicle Information: 2003 MERCURY GRAND MARQ 2MEFM74W83X6163
Co-Borrower Name:  Address:  	

**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it, "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 10/25/2014 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

**NOW THEREFORE,** in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferment Agreement.

**Grace Period Payments Deferment.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferment Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferment Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferment Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferment Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferment Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

# Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$452.69	11/24/2014
2	\$452.69	12/24/2014
3	\$452.69	1/23/2015
4	\$452.69	2/22/2015
5	\$452.69	3/24/2015
6	\$452.69	4/23/2015
7	\$452.69	5/23/2015
8	\$431.43	6/22/2015
9	\$431.43	7/22/2015
10	\$431.43	8/21/2015
11	\$431.43	9/20/2015
12	\$431.43	10/20/2015
13	\$431.43	11/19/2015
14	\$431.42	12/19/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$6,188.83

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure:** If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferment Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferment Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment Plan, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferment Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferment Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferment Agreement.

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.4997% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferment Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Periods Payments Deferment Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax

Customer's Signature \_\_\_\_\_ Date \_\_\_\_\_

Its Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

Co-Borrower's Signature \_\_\_\_\_ Date \_\_\_\_\_

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

## Personal Information

Date 10/25/14	State Issued ID Number 2100 124003	Date of Birth 01/21/60	Social Security # [REDACTED]
Last Name Wadding	First Name Tess	Middle Name ISAAC	
Home Phone [REDACTED]	Cell Phone [REDACTED]	Email Address (optional)**	
Best time to call? [REDACTED]	Which number do you prefer that we call? <input checked="" type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone		
Physical Address (Street Number & Name) 1571 Quarter Horse dr.			Apt #
City Henderson	State NV	Zip 89002	County Clark
Mailing Address (if different from physical address) Same -			
City	State	Zip	

## Source of Income

Employer * (Source of Income)	Employer Address (Street Number & Name)		
City Las Vegas	State NV	Zip 89106	Time at Job? 12 years
Work Phone # [REDACTED]	Title Supervisor field	Supervisor [REDACTED]	
Pay Frequency: (check one) <input type="checkbox"/> 1st & 15th of month <input type="checkbox"/> 15th & end of month <input checked="" type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1st day) <input type="checkbox"/> Monthly (3rd day) <input type="checkbox"/> Self-Employed	Next Payday 10/31/14	Current and Expected Gross Monthly Income \$5,574	Expected Gross Monthly Obligations \$2,500
Work Shift M-F 8-5			
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			

## Credit References

Business Name [REDACTED]	Phone # [REDACTED]
Address (Street Number & Name) [REDACTED]	State [REDACTED] Zip [REDACTED]
Business Name [REDACTED]	Phone # [REDACTED]
Address (Street Number & Name) [REDACTED]	City [REDACTED] State [REDACTED] Zip [REDACTED]

## Personal References

Name [REDACTED]	Address (Street Number & Name) [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]
Relationship To You Friend	Phone [REDACTED]	Cell [REDACTED]		
Name [REDACTED]	Address (Street Number & Name) [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]
Relationship To You Friend	Phone [REDACTED]	Cell [REDACTED]		
Name [REDACTED]	Address (Street Number & Name) [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]
Relationship To You FATHER	Phone [REDACTED]	Cell [REDACTED]		
Name [REDACTED]	Address (Street Number & Name) [REDACTED]	City [REDACTED]	State [REDACTED]	Zip [REDACTED]
Relationship To You Friend	Phone [REDACTED]	Cell [REDACTED]		

APP 001704

## Co-Applicant Information

Date		State Issued ID Number		Date of Birth		Social Security #			
Last Name			First Name			Middle Name			
Home Phone			Cell Phone†			Email Address (optional)†			
Best time to call?			Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone						
Physical Address (Street Number & Name)							Apt #		
City				State	Zip	County			
Mailing Address (if different from physical address)									
City				State	Zip				
Employer * (Source of Income)				Employer Address (Street Number & Name)					
City				State	Zip	Time at Job?			
Work Phone #		Job Title		Supervisor					
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed				Next Payday		Current and Expected		Work Shift	
						Gross Monthly Income	Gross Monthly Obligations		
				\$		\$			
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input type="checkbox"/> no									
How did you hear about us? (Circle one.)									
Friend/Referral    Name of referrer? _____			Saw Store		Television		Yellow Pages		
Internet			Billboard		Postcard		Other: _____		
							Repeat Customer		

### ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

**Notice.** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, [www.ftc.gov](http://www.ftc.gov).

**††Consent to E-mail Communications and Electronic Disclosures.** You are not required to provide your email address. If you provided your email address and authorized us to send emails to you ("Your Consent"), then you are requesting to receive emails from us. This includes disclosures and solicitations. You further consent to the use and acceptance of electronic records, and electronic disclosures. **This Consent to E-mail Communications and Electronic Disclosures** informs you of your rights when receiving legally required disclosures, notices, and any other information from us. By providing Your Consent, you acknowledge receipt of this disclosure. You consent to the use of electronic records, and disclosures. The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those pursuant to the Equal Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and other disclosures or notices under applicable federal, state or local laws or regulations, or any other notices, information, or solicitations we may send. You may request a paper copy of any emailed disclosures by submitting a request through the link found within the emails. You may also send a written request to TitleMax, P. O. Box 8323, Savannah, GA 31412. We will provide such paper copies to you at no charge. We will retain all Disclosures as required by applicable law. Your Consent only applies to emails we send and receive. You consent to electronically receiving disclosures relating to transactions, accounts, and other emails electronically. Before deciding to obtain electronic disclosures, you acknowledge that you considered whether you have the required hardware and software capabilities. To access and retain Disclosures electronically, you will need to use the following computer software and hardware: a PC with Internet access and an Internet Browser that meets the following minimum requirements: Microsoft® Internet Explorer 6.1 or later versions or Mozilla Firefox 2.0 or later versions. The specific Internet Browser must also support at least 128-bit encryption. To read some documents, you will need a PDF file reader like Adobe® Acrobat Reader. If these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. You will need a printer or long-term storage, such as a disk drive, to retain, download, or print the Disclosures. You may withdraw Your Consent at any time. If you want to withdraw Your Consent, submit a request through the link in any email we send, or write to the address found in this disclosure. If you withdraw Your Consent, such withdrawal will not affect the legal effectiveness, validity, or enforceability of prior electronic Disclosures. If your electronic address, mailing address, telephone number, or any information you provided changes, then you agree to inform us. You may contact us by clicking the appropriate link in any email, or writing to the address in this disclosure. BY PROVIDING YOUR EMAIL ADDRESS, AND THEREBY AGREEING, YOU ACKNOWLEDGE AND AGREE THAT YOU: (1) CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE, (2) READ THE INFORMATION ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES, (3) CONSENT TO HAVING DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY REQUEST A PAPER COPY OF ANY EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain a copy of this information to retain for future reference.

APP 001705



**Cellular Phone Calls:** Receipt of cellular phone calls may be subject to charges from your service provider. If you have listed a cell phone above or you give us an updated cell phone number, then you authorize us to call your cell phone number to provide account information such as payment reminders and special promotional offers or sales offers such as offers for credit services, credit, or other financial services.

**Phone Messages.** You authorize us to contact the phone numbers listed. You authorize us to mail correspondence to your address. You authorize us to call and leave messages on any answering machine at your phone numbers above.

**Release of Information.** You authorize us to verify all of the information that you have provided and you acknowledge that this information may be used to verify certain past or current credit or payment history information from third party source(s). You further authorize and consent that we may contact any person or company listed on this Customer Application, including any persons that you may add at a later date. Your application may be rejected if any information provided is found to be false.

**Credit Inquiries and Reporting Authorization.** By signing below, you further agree and authorize us to obtain your credit history reports from credit bureaus and other credit reporting agencies or companies.

**ARBITRATION.** Arbitration is a means for legal matters between parties to be resolved by a neutral arbitrator rather than a Court. We have a policy of arbitrating all claims, demands, and disputes which cannot be resolved in a small claims tribunal, including the scope and validity of this arbitration provision and any right you may have to participate in an alleged class action (hereinafter "dispute(s)"). All customer agreements contain another arbitration provision that supersedes this arbitration provision and governs the resolution of disputes. However, if you do not enter into a customer agreement with us, then this arbitration provision governs the resolution of disputes. You agree that **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY to resolve disputes against us.** The Federal Arbitration Act governs this arbitration provision. If any party has a dispute, they must notify the others in writing of the dispute. You have the right to select either of the following arbitration organizations, which will govern the arbitration under its consumer rules: American Arbitration Association (1-800-778-7879) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees. You will be responsible for your attorney's fees, if any. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. The arbitrator shall not conduct class arbitration. The arbitration hearing will be conducted in the county in which this Customer Application was signed. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Customer Application and the Arbitration Provision, including the prohibition on class arbitration.

**WARNING:** This type of transaction is only intended to address short-term, NOT long-term, credit needs. Repeated or frequent use can create serious financial hardships. You should evaluate the costs and benefits of all alternatives before entering into this type of transaction. Other forms of short-term credit that may be less expensive include a loan from another institution or from family or friends, a credit card cash advance, an account with overdraft protection, or a salary advance.

**Privacy Policy.** You verify that you have received a copy of the company's Privacy Policy.

**Updates:** You agree to inform us of any changes to the information contained in this Customer Application throughout the course of your business relationship with us.

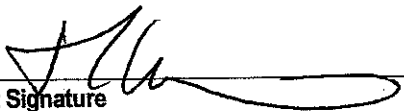
**Ability to Repay Verification.**

Pursuant to Nevada law, we are required to obtain a written and signed Affidavit from you addressing the following: (i) you have provided TitleMax with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and (ii) you have the ability to repay. You will be asked to sign the Affidavit before signing the Title Loan Agreement. TitleMax offers a "thirty day" Title Loan and six "thirty day" extensions as allowed by Nevada law. In addition, Nevada law requires that the amount of our loan does not exceed the fair market value of your motor vehicle. Furthermore, we have a policy of allowing those who remain in good standing with TitleMax by timely extending their loan obligations six times as allowed by law, to participate in an interest free workout repayment plan, in which no down payment is required. For such customers, we typically agree to a 7 to 8 month interest free repayment plan with a payment amount that never exceeds the extension payment amount. Therefore, in performing our internal underwriting and ability to repay analysis for your requested loan, we will (i) examine the motor vehicle and determine its fair market value, and (ii) rely upon the employment and sources of income information as well as the current and expected gross monthly income and obligations made in this Application, and assume no changes in same for 14 months. **IF YOU EXPECT (i) YOUR EMPLOYMENT OR SOURCE OF INCOME, OR (ii) YOUR GROSS MONTHLY INCOME AND GROSS MONTHLY OBLIGATIONS TO CHANGE IN THE NEXT 14- 15 MONTHS, PLEASE EXPLAIN THE CHANGES AS FOLLOWS:**

NO.

By signing below and submitting this Customer Application, you are verifying that all of the information in this Customer Application is accurate and correct, including the personal references, contact information, employment or source of income, and current and

expected gross monthly income and obligations. You agree that you have told us about any changes you expect within the next 14 months relating to (i) your employment or source of income, and (ii) current and expected gross monthly income and obligations. You agree that you have read and understood all the above statements, including the Arbitration Provision.

  
Applicant Signature

10/25/14  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date

APP 001707

Affidavit

STATE OF NEVADA  
COUNTY OF \_\_\_\_\_

Title Loan Agreement No.: 117109-0132112  
Date: 10/25/2014

Customer Name: Todd Wadding  
Address: 1571 Quarter Horse Dr  
Henderson, NV 89002  
Co-Borrower Name:  
Address: n/a

Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlmax  
Address:

16 W. Horizon Ridge Pkwy #160  
Henderson, NV 89012

Vehicle Information: VIN: 2MEFM74W83X616393  
License Plate State and No: 205 LPB Color: White Year: 2003 Make: Mercury Model: Grand Marquis

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a Titlmax, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: (a) *The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, Todd Wadding, being first duly sworn, states as follows:

1. You have provided us with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and
2. You have the ability to repay the title loan.

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: 

Co-Borrower Signature: \_\_\_\_\_

APP 001708

## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 2MEFM74W83X616393	YEAR 2003	MAKE MERC	MODEL GRAND MARQ	VEHICLE BODY P4D	TITLE NUMBER NV006907227
DATE ISSUED 04/28/2014	ODOMETER MILES	FUEL TYPE G	SALES TAX PD	EMPTY WT 3958	GROSS WT GVWR
VEHICLE COLOR	ODOMETER BRAND EXEMPT			BRANDS	

## OWNER(S) NAME AND ADDRESS

WADDING TODD ISAAC  
WADDING TRESSA FLORENCE  
1571 QUARTER HORSE DR  
HENDERSON NV 89002-8855

OR

## LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX  
16 W. HORIZON RIDGE PKWY 160  
HENDERSON NV 89012

LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT

DATE

PRINTED NAME OF AGENT AND COMPANY

TitleMax  
TitleMax of Nevada, Inc. DBA TitleMax  
16 W. Horizon Ridge Pkwy #160. Henderson NV. 89012

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

☐ AND  
☐ OR

Printed Full Legal Name of Buyer

Nevada Driver's License Number or Identification Number

Address

City

State

Zip Code

I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.

☐ NO  
☐ TENTHS☐ The mileage stated is in excess of its mechanical limits.☐ The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
Exempt - Model year over 9 years old.

ODOMETER READING

Signature of Seller(s)/Agent/Dealership

Printed Name of Seller(s)/Agent/Dealership

I am aware of the above odometer certification made by the seller/agent. ☐

Dealer's License Number

Date of Sale

Signature of Buyer

Printed Full Legal Name of Buyer

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR  
VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE  
VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

CONTROL NO.

1862986C

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 001709

## Contact Information

10/25/2014

Company: Titlemax (314391)  
 Contact: Laura Farris  
 E-Mail: laura.farris@titlemax.biz

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2003 Mercury Grand Marquis GS 4D Sedan

MSRP: \$23,970	VIN: 2MEFM74W3	Adj. State: National
Fin Adv: \$3,175	UVC: 2003580026	Mileage: 0
Equip Ret: \$24,775	MPG: 17/25	Mileage Cat: D
Tire Size: 225/60R16	Weight: 3958	Cylinders: 8
Base HP: 220 @ 4750	Fuel Type: Gas	Transmission: A
Taxable HP: 41.5	Wheelbase: 114.7	Drive Train: RWD
Model Number: M74	End of Term 0	End of Term 0
	Months:	Mileage:
Price Includes: AT AC EW		

## Wholesale Black Book values as of 10/24/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$3,200	\$2,150	\$1,100
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$3,200	\$2,150	\$1,100

## Retail Black Book values as of 10/24/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$5,250	\$3,775	\$2,375
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$5,250	\$3,775	\$2,375

## Residual Black Book values as of 10/24/2014

	12 Month	24 Month	30 Month	36 Month	42 Month	48 Month	60 Month	End Of Term
Base								

APP 001710

# Ability to Pay Summary

117609-0132112

Loan Number	
Customer Name	TODD WADDING
Is Customer a Covered Borrower	No
Requested Loan Amount	\$3,000.00
Title Fee	\$20
MLV Amount	\$3,020
Gross Monthly Income	\$5,574.00
Current and Expected Monthly Obligations	\$2,500.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$3,074.00

210 INSTALLMENT LOAN STRUCTURE		
Tiers		Rate
100.00	999.99	17.99%
1000.00	1999.99	16.99%
2000.00	2999.99	15.99%
3000.00	3999.99	14.99%
4000.00	4999.99	13.99%
5000.00	10000.00	10.99%

## 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	10,020
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	3,040
Interest Rate		14.99%
Max Cash to Customer Amount	\$	3,020.00
Actual Cash to Customer Amount	\$	3,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	3,020

Amortized Loan Payment	\$725.67
Total Payback Amount	\$5,079.69
Minimum Payment to Extend	\$452.70
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$431.43

## CHOOSE THE CASH/LOAN TYPE

NV 210 Day Multi-Car 14.99%

APP 001711

Income		
Employment	Description	Amount
Gross Monthly Salary or Wages	Work salary	\$ 5,574
Part-Time Gross Monthly Salary or Wages	—	\$ 0
Other/Expected Income	Description	Amount
Gross Bonus or Commission	0	\$
Social Security/ Disability	0	\$
Gross Pension/Retirement	0	\$
Unemployment	0	\$
Alimony or Child Support	0	\$
Other Income (Babysitting, Lawn care, etc.):	0	\$
<b>Total Current/Expected Income</b>	<b>Part 1: Please add all income amounts and enter amount here</b>	<b>+ \$ 5574</b>
<b>Total Monthly Expense</b>	<b>Part 2: Please add all monthly expenses and enter amount here</b>	<b>- \$ 2,500</b>
<b>Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total</b> Subtract Total Expense from Total Income. The Net Monthly Income <u>must be</u> equal to or greater than the Required Residual Income.		<b>= \$ 3,074</b>
Applicant Name: Todd Wadding		Employee Use Only
Today's Date: 10/25/14		
Driver's License/Government Issued ID Number: [REDACTED]		
Alimony, child support or separate maintenance income need not be revealed if you do not wish it considered as a basis for repaying this obligation.		

APP 001712

**A - 4**

APP 001713



## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start  
Date: 5/4/2015

Licensee Address: 16 W HORIZON RIDGE PKWY STE160 HENDERSON NV 89012

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Valcarlos Esquerre, 739 Camino La Paz, Henderson, NV 89012

Examiner: Dean Ventura

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
11769-0146853	1/17/2015	\$5,800.00	8/15/2015	\$2,813.16	6&1	1230.45/1230.46	133.71%	YES

Loan Type: Deferred Deposit ☐ High-Int Loans ☐ Title Loans ☒ Purpose of loan: N/A

Is the loan secured? YES If so, what is the collateral? 2008 Honda Civic Ex

If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$6,000

Was the borrower's income verified? YES

Paystub

Affidavit

Other:

(Applies to Deferred Deposit Only)

Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income?

N/A

(Applies to D/D Loans)

Does the original term of the D/D Loan not exceed 35 days?

N/A

(Applies to High-Interest Loans Only)

Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income?

N/A

(Applies High-Int Loans)

Does the original term of the HIL not exceed 35 days?

N/A

(Applies to Title Loans Only)

Does the loan amount exceed the fair market value of the vehicle securing the loan?

NO

Fair Market Value:

\$10,500.00

(Applies to Title Loans Only)

Does the original term of the title loan exceed 30 days?

N/A

(Applies to Title Loans Only)

Has the title loan been extended for more than six additional periods, pursuant to NRS 604A.445 (2)?

N/A

Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.410 (2d)?

YES

Does the written loan agreement disclose the right of the customer to PRE-PAY the loan, pursuant to NRS 604A.410 (2e)?

YES

Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, pursuant to NRS 604A.410 (2g)?

N/A

Is the loan a collection account?

YES

Has the loan been extended or renewed?

N/A

How many times?

0

Extensions: Title-6 add'l periods: D/D &amp; High Int Loans - 90 days

Are receipts filed?

YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

Title Loan Active

604A.445, 210 GPA - 10261.94

Original - 8613.16

# Title Loan Agreement

Date: 1/17/2015

Number: 11769-0146853

<b>Customer &amp; Co-Customer Information</b>			<b>ACCOUNT NUMBER:</b> 11769-0146853		
FIRST NAME Valcarlos		LAST NAME Esquerre		CO-CUSTOMER FIRST NAME	
SSN (SS [REDACTED])		DRIVERS LIC./STATE ID. NO.		CO-CUSTOMER SSN	
STREET ADDRESS 739 Camino La Paz		CO-CUSTOMER STREET ADDRESS			
City Henderson	STATE NV	ZIP CODE 89012	CO-CUSTOMER CITY		CO-CUSTOMER STATE
HOME PHONE [REDACTED]	DATE OF BIRTH [REDACTED]		CO-CUSTOMER HOME PHONE		CO-CUSTOMER DATE OF BIRTH
<b>Motor Vehicle &amp; Licensee Information</b>			<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday		
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax			LICENSEE PHONE NUMBER (702)565-7232		
LICENSEE STREET ADDRESS 16 W. Horizon Ridge Pkwy #160			LICENSEE CITY Henderson	LICENSEE STATE NV	LICENSEE ZIP CODE 89012
VEHICLE IDENTIFICATION NUMBER (VIN) 1HGFA168X8L015644			LICENSE PLATE 294 RUH		
VEHICLE YEAR 2008	VEHICLE MAKE Honda	VEHICLE MODEL Civic	COLOR White		

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$5,800.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until 08/15/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

**FEDERAL TRUTH-IN-LENDING DISCLOSURES**

<b>ANNUAL PERCENTAGE RATE</b> The cost of your credit as a yearly rate.	<b>FINANCE CHARGE</b> The dollar amount the credit will cost you.	<b>Amount Financed</b> The amount of credit provided to you or on your behalf.	<b>Total of Payments</b> The amount you will have paid after you have made all payments as scheduled.
<b>133.7129 %</b>	<b>\$2,813.16</b>	<b>\$5,800.00</b>	<b>\$8,613.16</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,230.45	2/16/2015 and each 30 days thereafter
1	\$1,230.46	8/15/2015

Security: You are giving a security interest in the Title to the Motor Vehicle.  
 Filing Fee: \$20.00  
 Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

Itemization of Amount Financed of	\$5,800.00
1. Amount given to you directly:	\$5,780.00
2. Amount paid on your account:	\$0.00
3. Amount paid to public officials:	\$20.00
4. Amount paid to _____ on your behalf:	\$0.00

**Calculation of Interest, Application of Payments and Security Interest.** We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

**Right to Rescind and Prepayment.** You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

**Grace Period.** For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

**Repayment Plan Disclosure:** If you default on this loan, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.**

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (i) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.**

Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

2. You acknowledge and agree that by entering this Arbitration Provision:

- (a) **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;**
- (b) **YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and**
- (c) **YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.**

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Nevada.

8. This Arbitration Provision is binding upon and binds you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, amendment, expiration or performance of any transaction between you and us and continues in full force and effect unless you and we otherwise agree in writing.

9. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: TitleMax of Nevada, Inc. d/b/a TitleMax, Attn: Legal Dept, P.O. Box 8323, Savannah, GA 31412. Your written notice must include your name, address, Account number, the loan date, and a statement that you wish to opt out of the Arbitration Provision. If you choose to opt out, then your choice will apply only to this Loan Agreement.

**Acknowledgments.** This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision. By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering into this Loan Agreement is accurate. You warrant that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You agree that the amount of the loan does not exceed the fair market value of the Motor Vehicle. **You agree that you have the ability to repay this Loan Agreement, based upon your current and expected income, obligations, and employment.** You acknowledge that the loan does not require a balloon payment of any kind. **You further acknowledge that you have read, understand, and agree to all of the terms of this Loan Agreement, including the Waiver of Jury Trial and Arbitration Provision.**

THIS DOCUMENT IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, AND PLEDGED AS COLLATERAL TO, WELLS FARGO BANK, NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

TitleMax of Nevada, Inc. d/b/a TitleMax



Customer's Signature

01-17-2015

Date



Its Authorized Agent

1/17/2015

Date

Co-Customer's Signature

Date

## Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Valcarlos Esguerra	
LOAN AGREEMENT IDENTIFICATION NO. 11769-0146853		DATE/TIME OF RECEIPT OF PAYMENT: 03/21/2015 12:58:16 PM	
LOAN AGREEMENT DATE: 1/17/2015 12:23:40 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$650.00		AGENT RECEIVING PAYMENT: Shalese Booker	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$650.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$650.00
BALANCE DUE ON LOAN:	\$5,838.58
NEXT SCHEDULED DUE DATE:	4/17/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Valcarlos Esguerra  
Printed Name

[Signature]  
Signature

APP 001720

## Customer Receipt/Repayment Plan Receipt (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #2 Horizon 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012		PAYMENT MADE ON BEHALF OF OR BY: Valcarlos Esguerra	
LOAN AGREEMENT IDENTIFICATION NO. 11769-0146853  LOAN AGREEMENT DATE: 1/17/2015 12:23:40 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/21/2015 12:53:46 PM	
AMOUNT PAID: \$650.00		AGENT RECEIVING PAYMENT: Shalese Booker	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$650.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$650.00
BALANCE DUE ON LOAN:	\$6,488.58
NEXT SCHEDULED DUE DATE:	3/18/2015

- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. You further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate.

Valcarlos Esguerra  
Printed Name

[Signature]  
Signature

APP 001721



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 11769-0146853

<b>Customer Name:</b> Valcarlos Esguerra <b>Address:</b> 739 Camino La Paz Henderson, NV 89012  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 16 W. Horizon Ridge Pkwy #160 Henderson, NV 89012  <b>Vehicle Information:</b> 2008 Honda Civic 1HGFA168X8L015644
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**Definitions and Terms.** In this Grace Period Payments Deferment Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 01/17/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS. 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferment Agreement.

**NOW THEREFORE,** in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferment Agreement.

**Grace Period Payments Deferment.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferment Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferment Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferment Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferment Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferment Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

### Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$637.42	2/16/2015
2	\$637.42	3/18/2015
3	\$637.42	4/17/2015
4	\$637.42	5/17/2015
5	\$637.42	6/16/2015
6	\$637.42	7/16/2015
7	\$637.42	8/15/2015
8	\$828.57	9/14/2015
9	\$828.57	10/14/2015
10	\$828.57	11/13/2015
11	\$828.57	12/13/2015
12	\$828.57	1/12/2016
13	\$828.57	2/11/2016
14	\$828.58	3/12/2016
The total amount paid after making all payments under the terms of the Grace Period Payments Deferment Agreement		\$10,261.94

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure:** If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Default and Repayment Plan.** You will be in default under Grace Period Payments Deferral Agreement if you fail to keep any promise made herein. Such default occurs on the day immediately following the date of your failure to perform as described herein. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. You will have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default on the Grace Period Payments Deferral Agreement. Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan. If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (a) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (b) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. Additionally, if you enter into a Repayment Plan, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (i) accept any additional security or collateral from you to enter into the Repayment Plan; (ii) sell to you any insurance; (iii) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (iv) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (v) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (vi) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. Therefore, if you (I) default on Grace Period Payments Deferral Agreement and do not enter into a Repayment Plan and we do not waive the default, or (II) default on Grace Period Payments Deferral Agreement, enter into a Repayment Plan, and default on the terms of the Repayment Plan, then we may pursue any remedy Nevada law allows, including seeking repossession and sale of the Motor Vehicle.

**Security Interest.** You have given us possession of the Title to the vehicle, and granted us a security interest in the Title. We continue to maintain our security interest and possession of the Title during this Grace Period Payments Deferral Agreement.

**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal balance. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We calculated and estimated the simple interest under the Loan Agreement and disclosed in the "Finance Charge" disclosure assuming you would pay each scheduled payment in the amount scheduled and on the scheduled Payment Dates. The original Payment Schedule in the Loan Agreement provided for payments which would ratably and fully amortize the entire Principal Amount and interest payable. The interest rate under the Loan Agreement remains unchanged. You acknowledge that simple interest is charged on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until the earlier of: (i) the due date of your last payment as set forth in the original Payment Schedule; or (ii) payment in full. Now that the Payment Schedule has changed, you acknowledge that the new Payment Schedule provided for in this Grace Period Payments Deferral Agreement, if followed, will ratably and fully amortize the entire Principal Amount and interest payable over a longer period of time than the original Payment Schedule in the Loan Agreement. As such you acknowledge and agree you will continue to incur interest as provided in the Loan Agreement. You further agree that in setting the amount of the payments and dates of the payments, we have estimated the accrued interest owing to us assuming you make the payments in the amounts scheduled and on the exact dates set forth in the Grace Period Payments Deferral Schedule above. Early payments may decrease the amount of interest you owe. Making a payment in an amount greater than scheduled above may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. You may request a payoff at any time.

**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferral Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferral Agreement or any of our rights.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled in before you did so and that you have received a completed copy of it. You agree that the information you provided to before entering into this Grace Period Payments Deferment Agreement is accurate. You represent that you are not a debtor under any proceeding in bankruptcy and have no intention to file a petition for relief under any chapter of the United States Bankruptcy Code. You acknowledge that you have read this Grace Period Payments Deferment Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Title Loan Agreement remain enforceable including but not limited to the charging of simple interest and Waiver of Jury Trial and Arbitration Provision.

**Acknowledgments.** By signing below, you acknowledge that the payment information noted above is accurate. If the term of this loan is shorter than 210 days, you further represent that the information previously provided on the Covered Borrower Identification Statement is still accurate. You agree to inform the company and sign a new statement if your status as an active duty member of the Armed Forces (Army, Navy, Marine Corps, Air Force, or Coast Guard), or as a dependent or spouse of such member changes.

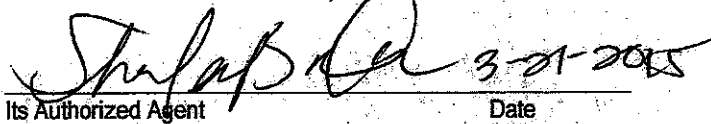
LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax



Customer's Signature

03-21-2015

Date



Its Authorized Agent

Date

Co-Borrower's Signature

Date

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

# Customer Application

## Personal Information

Date	1-17-2015	State Issued ID Number	NV	Date of Birth	[REDACTED]	Social Security #	[REDACTED]
Last Name	ESGUERRA	First Name	VALLARIUS	Middle Name	DEACON		
Home Phone	[REDACTED]	Cell Phone	[REDACTED]	Email Address (optional)††	N/A		
Best time to call?	Afternoon	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone					
Physical Address (Street Number & Name)							
739 CAMINO LAPAZ						Apt #	
City		HENDERSON		State	NV	Zip	89012
Mailing Address (if different from physical address)							
SAME							
City				State		Zip	

## Source of Income

Employer * (Source of Income)	SELF EMPLOYED						
Employer Address (Street Number & Name)	SAME						
City	HENDERSON	State	NV	Zip	89012	Time at Job?	NETWORKING
Work Phone	[REDACTED]	Supervisor	PARTNER INDEPENDENT BROKER				
Pay Frequency: (check one)				Next Payday	Current and Expected	Work Shift	
<input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input checked="" type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input checked="" type="checkbox"/> Self-Employed				1/30/15	Gross Monthly Income	Gross Monthly Obligations	27/7
* Commission Based					\$6000	\$2500	
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes							

## Credit References

Business Name	[REDACTED]						
Address (Street Number & Name)	[REDACTED]						
City	LAS VEGAS		State	NV		Zip	
Business Name	[REDACTED]						
Address (Street Number & Name)	[REDACTED]						
City			State			Zip	

## Personal References

Name	[REDACTED]						
Relationship	[REDACTED]						
City	LAS VEGAS		State	NV		Zip	89123
Name	[REDACTED]						
Relationship	[REDACTED]						
City	LAS VEGAS		State	NV		Zip	89074
Name	[REDACTED]						
Relationship To You	FRIEND						
Address (Street Number & Name)	[REDACTED]						
City			State			Zip	
Name	[REDACTED]						
Relationship To You	FRIEND						
Address (Street Number & Name)	[REDACTED]						
City			State			Zip	
Name	[REDACTED]						
Relationship To You	NIECE						
Address (Street Number & Name)	[REDACTED]						
City			State			Zip	

## Co-Applicant Information

Date <b>N/A</b>		State Issued ID Number		Date of Birth		Social Security #											
Last Name				First Name		Middle Name											
Home Phone				Cell Phone*		Email Address (optional)††											
Best time to call?				Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone													
Physical Address (Street Number & Name)						Apt #											
City				State	Zip	County											
Mailing Address (if different from physical address)																	
City				State	Zip												
Employer * (Source of Income)				Employer Address (Street Number & Name)													
City				State	Zip	Time at Job?											
Work Phone #				Job Title		Supervisor											
Pay Frequency: (check one) <input type="checkbox"/> 1 <sup>st</sup> & 15 <sup>th</sup> of month <input type="checkbox"/> 15 <sup>th</sup> & end of month <input type="checkbox"/> Biweekly (every 2 weeks) <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly (last day) <input type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed						Next Payday		Current and Expected		Work Shift							
								Gross Monthly Income	Gross Monthly Obligations								
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation. Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement <input type="checkbox"/> oral understanding. Are you currently in bankruptcy? <input type="checkbox"/> yes <input type="checkbox"/> no How did you hear about us? (Circle one.)																	
<table style="width: 100%;"> <tr> <td style="width: 33%;"><input checked="" type="radio"/> Friend/Referral   Name of referrer? <b>AL</b></td> <td style="width: 16.5%;"><input type="checkbox"/> Saw Store</td> <td style="width: 16.5%;"><input type="checkbox"/> Television</td> <td style="width: 16.5%;"><input type="checkbox"/> Yellow Pages</td> <td style="width: 16.5%;"><input type="checkbox"/> Repeat Customer</td> </tr> <tr> <td><input type="checkbox"/> Internet</td> <td><input type="checkbox"/> Billboard</td> <td><input type="checkbox"/> Postcard</td> <td colspan="2"><input type="checkbox"/> Other: _____</td> </tr> </table>								<input checked="" type="radio"/> Friend/Referral   Name of referrer? <b>AL</b>	<input type="checkbox"/> Saw Store	<input type="checkbox"/> Television	<input type="checkbox"/> Yellow Pages	<input type="checkbox"/> Repeat Customer	<input type="checkbox"/> Internet	<input type="checkbox"/> Billboard	<input type="checkbox"/> Postcard	<input type="checkbox"/> Other: _____	
<input checked="" type="radio"/> Friend/Referral   Name of referrer? <b>AL</b>	<input type="checkbox"/> Saw Store	<input type="checkbox"/> Television	<input type="checkbox"/> Yellow Pages	<input type="checkbox"/> Repeat Customer													
<input type="checkbox"/> Internet	<input type="checkbox"/> Billboard	<input type="checkbox"/> Postcard	<input type="checkbox"/> Other: _____														

### ADDITIONAL TERMS AND CONDITIONS OF THIS CUSTOMER APPLICATION

**Notice.** The federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract); because all or part of the applicant's income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is the Federal Trade Commission, Equal Credit Opportunity, Washington, D.C. 20580, [www.ftc.gov](http://www.ftc.gov).

**††Consent to E-mail Communications and Electronic Disclosures.** You are not required to provide your email address. If you provided your email address and authorized us to send emails to you ("Your Consent"), then you are requesting to receive emails from us. This includes disclosures and solicitations. You further consent to the use and acceptance of electronic records, and electronic disclosures. **This Consent to E-mail Communications and Electronic Disclosures** informs you of your rights when receiving legally required disclosures, notices, and any other information from us. By providing Your Consent, you acknowledge receipt of this disclosure. You consent to the use of electronic records, and disclosures. The emails and disclosures we may send, may include for example, disclosures or notices under state or federal law, including those pursuant to the Equal Credit Opportunity Act, Truth in Lending Act, Gramm-Leach-Bliley Act, and other disclosures or notices under applicable federal, state or local laws or regulations, or any other notices, information, or solicitations we may send. You may request a paper copy of any emailed disclosures by submitting a request through the link found within the emails. You may also send a written request to TitleMax, P. O. Box 8323, Savannah, GA 31412. We will provide such paper copies to you at no charge. We will retain all Disclosures as required by applicable law. Your Consent only applies to emails we send and receive. You consent to electronically receiving disclosures relating to transactions, accounts, and other emails electronically. Before deciding to obtain electronic disclosures, you acknowledge that you considered whether you have the required hardware and software capabilities. To access and retain Disclosures electronically, you will need to use the following computer software and hardware: a PC with Internet access and an Internet Browser that meets the following minimum requirements: Microsoft® Internet Explorer 6.1 or later versions or Mozilla Firefox 2.0 or later versions. The specific Internet Browser must also support at least 128-bit encryption. To read some documents, you will need a PDF file reader like Adobe® Acrobat Reader. If these requirements change and a material risk arises that you won't receive Disclosures electronically, we will notify you. You will need a printer or long-term storage, such as a disk drive, to retain, download, or print the Disclosures. You may withdraw Your Consent at any time. If you want to withdraw Your Consent, submit a request through the link in any email we send, or write to the address found in this disclosure. If you withdraw Your Consent, such withdrawal will not affect the legal effectiveness, validity, or enforceability of prior electronic Disclosures. If your electronic address, mailing address, telephone number, or any information you provided changes, then you agree to inform us. You may contact us by clicking the appropriate link in any email, or writing to the address in this disclosure. BY PROVIDING YOUR EMAIL ADDRESS, AND THEREBY AGREEING, YOU ACKNOWLEDGE AND AGREE THAT YOU: (1) CAN ACCESS THE DISCLOSURES IN THE DESIGNATED FORMATS DESCRIBED ABOVE, (2) READ THE INFORMATION ABOUT ELECTRONIC RECORDS, AND DISCLOSURES, IN THIS CONSENT TO EMAIL COMMUNICATIONS AND ELECTRONIC DISCLOSURES, (3) CONSENT TO HAVING DISCLOSURES PROVIDED OR MADE AVAILABLE TO YOU IN ELECTRONIC FORM, (4) CONSENT TO DOING BUSINESS WITH US ELECTRONICALLY, AND (5) MAY REQUEST A PAPER COPY OF ANY EMAILED DISCLOSURES, WHICH WE WILL PROVIDE TO YOU AT NO CHARGE. You may request and obtain a copy of this information to retain for future reference.

**Cellular Phone Calls:** Receipt of cellular phone calls may be subject to charges from your service provider. If you have listed a cell phone above or you give us an updated cell phone number, then you authorize us to call your cell phone number to provide account information such as payment reminders and special promotional offers or sales offers such as offers for credit services, credit, or other financial services.

**Phone Messages.** You authorize us to contact the phone numbers listed. You authorize us to mail correspondence to your address. You authorize us to call and leave messages on any answering machine at your phone numbers above.

**Release of Information.** You authorize us to verify all of the information that you have provided and you acknowledge that this information may be used to verify certain past or current credit or payment history information from third party source(s). You further authorize and consent that we may contact any person or company listed on this Customer Application, including any persons that you may add at a later date. Your application may be rejected if any information provided is found to be false.

**Credit Inquiries and Reporting Authorization.** By signing below, you further agree and authorize us to obtain your credit history reports from credit bureaus and other credit reporting agencies or companies.

**ARBITRATION.** Arbitration is a means for legal matters between parties to be resolved by a neutral arbitrator rather than a Court. We have a policy of arbitrating all claims, demands, and disputes which cannot be resolved in a small claims tribunal, including the scope and validity of this arbitration provision and any right you may have to participate in an alleged class action (hereinafter "dispute(s)"). All customer agreements contain another arbitration provision that supersedes this arbitration provision and governs the resolution of disputes. However, if you do not enter into a customer agreement with us, then this arbitration provision governs the resolution of disputes. You agree that **YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY to resolve disputes against us.** The Federal Arbitration Act governs this arbitration provision. If any party has a dispute, they must notify the others in writing of the dispute. You have the right to select either of the following arbitration organizations, which will govern the arbitration under its consumer rules: American Arbitration Association (1-800-778-7879) <http://www.adr.org> or JAMS (1-800-352-5267) <http://www.jamsadr.com>, and we will advance all of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees. You will be responsible for your attorney's fees, if any. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. The arbitrator shall not conduct class arbitration. The arbitration hearing will be conducted in the county in which this Customer Application was signed. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Customer Application and the Arbitration Provision, including the prohibition on class arbitration.

**WARNING:** This type of transaction is only intended to address short-term, NOT long-term, credit needs. Repeated or frequent use can create serious financial hardships. You should evaluate the costs and benefits of all alternatives before entering into this type of transaction. Other forms of short-term credit that may be less expensive include a loan from another institution or from family or friends, a credit card cash advance, an account with overdraft protection, or a salary advance.

**Privacy Policy.** You verify that you have received a copy of the company's Privacy Policy.

**Updates:** You agree to inform us of any changes to the information contained in this Customer Application throughout the course of your business relationship with us.

**Ability to Repay Verification.**

Pursuant to Nevada law, we are required to obtain a written and signed Affidavit from you addressing the following: (i) you have provided TitleMax with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and (ii) you have the ability to repay. You will be asked to sign the Affidavit before signing the Title Loan Agreement. TitleMax offers a "thirty day" Title Loan and six "thirty day" extensions as allowed by Nevada law. In addition, Nevada law requires that the amount of our loan does not exceed the fair market value of your motor vehicle. Furthermore, we have a policy of allowing those who remain in good standing with TitleMax by timely extending their loan obligations six times as allowed by law, to participate in an interest free workout repayment plan, in which no down payment is required. For such customers, we typically agree to a 7 to 8 month interest free repayment plan with a payment amount that never exceeds the extension payment amount. Therefore, in performing our internal underwriting and ability to repay analysis for your requested loan, we will (i) examine the motor vehicle and determine its fair market value, and (ii) rely upon the employment and sources of income information as well as the current and expected gross monthly income and obligations made in this Application, and assume no changes in same for 14 months. **IF YOU EXPECT (i) YOUR EMPLOYMENT OR SOURCE OF INCOME, OR (ii) YOUR GROSS MONTHLY INCOME AND GROSS MONTHLY OBLIGATIONS TO CHANGE IN THE NEXT 14- 15 MONTHS, PLEASE EXPLAIN THE CHANGES AS FOLLOWS:** INCREASE

By signing below and submitting this Customer Application, you are verifying that all of the information in this Customer Application is accurate and correct, including the personal references, contact information, employment or source of income, and current and

expected gross monthly income and obligations. You agree that you have told us about any changes you expect within the next 14 months relating to (i) your employment or source of income, and (ii) current and expected gross monthly income and obligations. You agree that you have read and understood all the above statements, including the Arbitration Provision.

  
Applicant Signature

01-17-2015  
Date

\_\_\_\_\_  
Co-Applicant Signature

\_\_\_\_\_  
Date



**Affidavit**

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 11769-0146853  
Date: 01/17/2015

Customer Name: Valcarlos D. Esquerro  
Address: 739 Camino La Paz  
Henderson, NV 89012  
Co-Borrower Name: N/A  
Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax  
Address:

16 W. Horizon Ridge Pkwy #160  
Henderson, NV 89012

Vehicle Information: VIN: 1HGFA168X8L015644

License Plate State and No: 294 RUH Color: White Year: 2008 Make: Honda Model: Civic

In this Affidavit ("Affidavit"), the words "affiant," customer," "you" and "your" mean the customer who has signed it. The words "Licensee", "we", "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a provider of title loan services, registered, licensed, and operating in accordance with Nevada law and regulated by the Nevada Financial Institutions Division, 406 E. 2nd Street, Suite 3, Carson City, Nevada 89701-4758, Phone: (775) 684-1830, Fax: (775) 684-1845. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership issued pursuant to the laws of the State of Nevada that identifies the legal owner of a vehicle or any similar document issued pursuant to the laws of another jurisdiction.

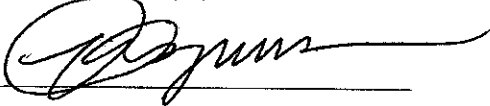
Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

Pursuant to N.R.S. 604A.450-3, you are required to give us an affidavit which states: (a) *The customer has provided the licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the vehicle; and (b) The customer has the ability to repay the title loan.*

The undersigned, Valcarlos D. Esquerro, being first duly sworn, states as follows:

1. You have provided us with true and correct information concerning your income, obligations, employment and ownership of the vehicle; and
2. You have the ability to repay the title loan.

FURTHER, AFFIANT SAYETH NOT.

Customer Signature: 

Co-Borrower Signature: \_\_\_\_\_

APP 001730

## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1HGFA168X8L015644  
DATE ISSUED 02/05/2015  
VEHICLE COLOR

YEAR 2008  
ODOMETER MILES 28  
ODOMETER BRAND  
ACTUAL MILES

MAKE HOND  
FUEL TYPE G

MODEL CIVIC EX  
SALES TAX PD

VEHICLE BODY P4D  
EMPTY WT 2806  
GROSS WT 5999  
GVWR

TITLE NUMBER NV007535469

## OWNER(S) NAME AND ADDRESS

ESGUERRA VALCARLOS DELACRUZ  
126 CAMINO FRANCISCO  
HENDERSON NV 89012-5692

## LIENHOLDER NAME AND ADDRESS

TITLEMAX  
16 W HORIZON RIDGE PKWY STE 160  
HENDERSON NV 89012-5336

LIENHOLDER RELEASE - INTEREST IN THE VEHICLE DESCRIBED ON THIS TITLE IS HEREBY RELEASED:

SIGNATURE OF AUTHORIZED AGENT \_\_\_\_\_ DATE \_\_\_\_\_

PRINTED NAME OF AGENT AND COMPANY \_\_\_\_\_

FEDERAL AND STATE LAW REQUIRES THAT YOU STATE THE MILEAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE OR PROVIDING A FALSE STATEMENT MAY RESULT IN FINES AND/OR IMPRISONMENT.  
The undersigned hereby certifies the vehicle described in this title has been transferred to the following buyer(s):

Printed Full Legal Name of Buyer \_\_\_\_\_ Nevada Driver's License Number or Identification Number \_\_\_\_\_ ☐ AND ☐ OR

Printed Full Legal Name of Buyer \_\_\_\_\_ Nevada Driver's License Number or Identification Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_  
I certify to the best of my knowledge the odometer reading is the actual mileage of the vehicle unless one of the following statements is checked.  
The mileage stated is in excess of its mechanical limits.  
The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.  
Exempt - Model year over 9 years old.

ODOMETER READING \_\_\_\_\_  
☐ NO  
☐ TENTHS

Signature of Seller(s)/Agent/Dealership \_\_\_\_\_

I am aware of the above odometer certification made by the seller/agent. ☐

Printed Name of Seller(s)/Agent/Dealership \_\_\_\_\_

Dealer's License Number \_\_\_\_\_ Date of Sale \_\_\_\_\_

Signature of Buyer \_\_\_\_\_

ACCORDING TO THE RECORDS OF THE DEPARTMENT OF MOTOR VEHICLES, THE PERSON NAMED HEREON IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE, SUBJECT TO LIEN AS SHOWN.

Printed Full Legal Name of Buyer \_\_\_\_\_  
CONTROL NO. \_\_\_\_\_

VP-2 (Rev. 8/10)

(THIS IS NOT A TITLE NO.)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 001731

# Ability to Pay Summary

Loan Number	MTL9-0146853
Customer Name	esguerra valcarlos
Is Customer a Covered Borrower	No
Requested Loan Amount	\$5,800.00
Title Fee	\$20
MLV Amount	\$8,250
Gross Monthly Income	\$6,000.00
Current and Expected Monthly Obligations	\$2,500.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	10.99%
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$3,500.00

Dep.	Rate
100.00	999.99
1000.00	1999.99
2000.00	2999.99
3000.00	3999.99
4000.00	4999.99
5000.00	10000.00
	17.99%
	16.99%
	15.99%
	14.99%
	13.99%
	10.99%

## 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	10,020
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	8,270
Interest Rate		10.99%
Max Cash to Customer Amount	\$	10,000.00
Actual Cash to Customer Amount	\$	5,800.00
Title Fee Amount	\$	20
Total Loan Amount	\$	5,820

Amortized Loan Payment	\$1,234.69
Total Payback Amount	\$8,642.86
Minimum Payment to Extend	\$639.62
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$831.43

APP 001732

# Income Worksheet

## Income

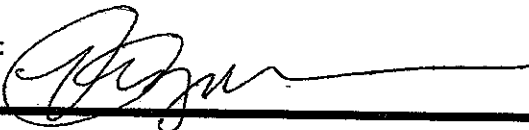
Employment	Description	Amount
Gross Monthly Salary or Wages		\$ 2,000 -
Part-Time Gross Monthly Salary or Wages		\$
Other/Expected Income	Description	Amount
Gross Bonus or Commission		\$
Social Security/ Disability		\$
Gross Pension/Retirement		\$
Unemployment		\$
Alimony or Child Support		\$
Other Income (Babysitting, Lawn care, etc.):		\$ 4,000
<b>Total Current/Expected Income</b>	<b>Part 1: Please add all income amounts and enter amount here</b>	<b>+\$ 6,000</b>
<b>Total Monthly Expense</b>	<b>Part 2: Please add all monthly expenses and enter amount here</b>	<b>-\$ 2,500</b>

**Part 3: Net Monthly Income Total = Part 1 Total - Part 2 Total**

Subtract Total Expense from Total Income. The Net Monthly Income must be equal to or greater than the Required Residual Income.

**=\$ 3,500**

Applicant Name:



Today's date:

01-17-2015

\*\*\*Employee Use Only\*\*\*

Driver's License/Government Issued ID Number:

APP 001722

TitleMax of Nevada, Inc. d/b/a TitleMax  
16 W. Horizon Ridge Pkwy #160  
Henderson, NV 89012  
(702)565-7232  
2/27/2015

Valcarlos Esguerra  
739 Camino La Paz  
Henderson, NV 89012

Re: **Opportunity to Enter into a Repayment Plan**

Dear Customer:

On 1/17/2015 12:23:40 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 2/17/2015 ("Date of Default") you defaulted on your payment obligations under the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement. Before we attempt to collect the outstanding balance by repossessing the Vehicle, we are offering you an opportunity to enter into a written AMENDMENT OF THE TITLE LOAN AGREEMENT TO ESTABLISH A REPAYMENT PLAN ("Repayment Plan").

**You have the opportunity to enter into a Repayment Plan with a term of at least 90 days after the Date of Default.**

To enter into a Repayment Plan you must follow these procedures by 3/19/2015 : (1) return to the location in which you signed the Loan Agreement and, if applicable, the Grace Period Payments Deferment Agreement; (2) read and sign the Repayment Plan we prepare; and (3) make an initial payment of \$1,334.23. The total of payments or the remaining balance on the original transaction is \$6,671.14. You made the following payment(s) on the loan:

Date:

Amount:

The total amount due if you enter into a Repayment Plan on or before 3/19/2015 will be \$1,334.23.

Under the terms of any Repayment Plan and pursuant to Nevada law: (1) you must enter into the Repayment Plan not later than 30 days after the date of default, unless we allow a longer period; (2) we will allow the period for repayment to extend at least 90 days after the date of default, unless you agree to a shorter term; and (3) we may require you to make an initial payment of not more than 20 percent of the total amount due under the Repayment Plan.

If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (1) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the rate charged during the term of the original loan agreement; or (2) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee.

Additionally, if you enter into a Repayment Plan, we will honor the terms of the Repayment Plan, and unless otherwise authorized by Nevada law we will not (1) accept any additional security or collateral from you to enter into the Repayment Plan; (2) sell to you any insurance (3) require you to purchase insurance or any other goods or services to enter into the Repayment Plan; (4) make any other loan to you, unless you are seeking multiple loans that do not exceed the limit set forth under Nevada law; (5) attempt to collect the outstanding balance during the term of the Repayment Plan by repossessing the Vehicle unless you default on the Repayment Plan or (6) attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan.

We will prepare the written Repayment Plan and give you a copy of the written Repayment Plan.

Please return to our location in order to enter a Repayment Plan with us.

Sincerely,



General Manager, TitleMax of Nevada, Inc. d/b/a TitleMax

Although we have not pursued legal action, pursuant to Nevada law, we are required to give you the following NOTICE OF DEBT:

- (1) The amount of the debt is \$6,671.14 ; (2) TitleMax of Nevada, Inc. d/b/a TitleMax is the name of the creditor to whom the debt is owed; (3) unless you, within thirty days after receipt of the notice, dispute the validity of the debt, or any portion thereof, the debt will be assumed to be valid by us; (4) if you notify us in writing within the thirty-day period that the debt, or any portion thereof, is disputed, we will obtain verification of the debt or a copy of a judgment against you and a copy of such verification or judgment will be mailed to the you by us; and (5) upon your written request within the thirty-day period, we will provide you with the name and address of the original creditor, if different from the current creditor.

**This is an attempt to collect a debt and any information obtained will be used for that purpose.**

**A - 5**

APP 001736

# 604A LOAN REVIEW WORKSHEET

Licensee Name & DBA: **TITLEMAX OF NEVADA INC. DBA TITLEMAX**  
 License Address: **900 W 5TH ST RENO NV 89503**  
 Borrower Name & Address: **TIMOTHY McDONALD**

Exam Start Date: **5/4/2015**

Exam as of: **5/4/2015**

Account Number	Origination Date	Amount of Loan	Maturity Date	Finance Charge	Total Number of Payments	Payment Amount	APR Quoted	Is the APR correct?
#144690160520	4/10/2015	\$3,200.00	11/16/2015	\$1,552.08	7	\$678.87	133.71%	YES

Is the loan secured? **YES** If so, what is the collateral? **2004 GMC YUKON**

What is the borrower's expected gross monthly income? **\$12,000** Was the borrower's income verified? **YES** Paystub ☐ Affidavit ☒ Other: ☐

(Applies to Deferred Deposit Only) Does the deferred deposit loan exceed 25% of the customer's expected gross monthly income? **YES**

(Applies to D/D Loans) Does the original term of the D/D Loan not exceed 35 days? **N/A**

(Applies to High-Interest Loans Only) Does the monthly payment amount exceed 25% of the borrower's expected gross monthly income? **N/A**

(Applies to Title Loans Only) Does the original term of the HIL not exceed 35 days? **N/A**

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? **N/A**

(Applies to Title Loans Only) Does the original term of the title loan exceed 30 days? **NO** Fair Market Value: **\$12,550.00**

Does the written loan agreement disclose the right of the customer to RESCIND the loan, pursuant to NRS 604A.445 (2)? **NO**

Does the written loan agreement include a disclosure regarding the opportunity to enter into a REPAYMENT plan if the customer defaults, pursuant to NRS 604A.410 (2d)? **YES**

Is the loan a collection account? **NO** Has the loan been extended or renewed? **NO** How many times? **0**

VIOLATIONS/TECHNICAL EXCEPTIONS/OTHER COMMENTS:

Are receipts filed? **N/A**

APP 001737



## Title Loan Agreement

Date: 4/10/2015

Number: 14469-0160520

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14469-0160520			
FIRST NAME Timothy Patrick		LAST NAME McDonald		CO-CUSTOMER FIRST NAME	
CO-CUSTOMER LAST NAME		SSN (S)		DRIVERS LIC./STATE ID. NO. N	
CO-CUSTOMER SSN		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.			
STREET ADDRESS 1775 McKinley Dr		CO-CUSTOMER STREET ADDRESS			
City Reno	STATE NV	ZIP CODE 89509	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
HOME PHONE (S)	DATE OF BIRTH 1	CO-CUSTOMER HOME PHONE		CO-CUSTOMER DATE OF BIRTH	
<b>Motor Vehicle &amp; Licensee Information</b>		<b>LICENSEE'S HOURS OF OPERATION:</b> Monday to Friday 9:00 A.M. to 7:00 P.M., Saturday 10:00 A.M. to 4:00 P.M., Closed Sunday			
LICENSEE NAME TitleMax of Nevada, Inc. d/b/a TitleMax		LICENSEE PHONE NUMBER (775)329-2516			
LICENSEE STREET ADDRESS 900 W. Fifth Street		LICENSEE CITY Reno	LICENSEE STATE NV	LICENSEE ZIP CODE 89503	
VEHICLE IDENTIFICATION NUMBER (VIN) 3GKFK16T84G118654		LICENSE PLATE MX2726			
VEHICLE YEAR 2004	VEHICLE MAKE GMC	VEHICLE MODEL Yukon	COLOR White		

**Terms.** In this Title Loan Agreement ("Loan Agreement"), "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Term, Principal, Interest, Charges and Payment.** The original term of this loan is 210 days. You promise to timely pay us in cash or as otherwise agreed in writing \$3,200.00 ("Principal Amount"), which includes any filing fee listed below plus interest on the unpaid principal balance of this Loan Agreement at the daily rate of 0.3663% from the date of this Loan Agreement until 11/06/2015 the earlier of: (i) the due date of your last payment as set forth in the Payment Schedule below; or (ii) payment in full. You also promise to pay any other charges provided for under this Loan Agreement. You agree to make your payment in the amounts and on the dates set forth in the Payment Schedule below ("Due Date") at the address indicated above, or at such other address as we direct you in writing. If any Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Due Date. The Loan Agreement will be consummated upon the date you sign this Loan Agreement. Time is of the essence in this Loan Agreement. In consideration of your delivering the Title to us and granting us a security interest in the Motor Vehicle as set forth below, your promise to timely pay and agreeing to this Loan Agreement, we agree to provide you a loan in the Principal Amount provided above.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

APP 001738 Page 1 of 5  
TM, TB, NV installment loan agreement 2.04.2014

<b>ANNUAL PERCENTAGE RATE</b>	<b>FINANCE CHARGE</b>	<b>Amount Financed</b>	<b>Total of Payments</b>
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
<b>133.7117 %</b>	<b>\$1,552.08</b>	<b>\$3,200.00</b>	<b>\$4,752.08</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$678.87	5/10/2015 and each 30 days thereafter
1	\$678.86	11/6/2015

Security: You are giving a security interest in the Title to the Motor Vehicle.  
 Filing Fee: \$ 0.00  
 Prepayment: If you pay off early, you will not have to pay a penalty, and you may be entitled to a refund of part of the finance charge.

See the terms below and on the other pages of this Loan Agreement for any additional information about nonpayment, default, any required repayment in full before the scheduled date and any prepayment refunds and penalties.

Itemization of Amount Financed of	\$3,200.00
1. Amount given to you directly:	\$3,200.00
2. Amount paid on your account:	\$0.00
3. Amount paid to public officials:	\$ 0.00
4. Amount paid to _____ on your behalf:	\$0.00

#### Calculation of Interest, Application of Payments and Security Interest.

We use the simple interest method to calculate the interest. We calculated the simple interest assuming you will pay on the scheduled Payment Dates. If you make your payments on the dates set forth in the Payment Schedule, the Finance Charge box above discloses the total amount of interest you will owe us under this Loan Agreement. Payments are calculated to ratably and fully amortize the entire Principal Amount and interest payable. Interest is not compounded. Early payments may decrease the amount of interest you owe. Late payments may increase the amount of interest you owe. The amount of this increase or decrease will be reflected in the final payment. If an early payment is less than the scheduled installment, then you must pay the difference on or before the upcoming installment due date. Payments will be applied first to accrued interest, second to outstanding charges, if any, and third to principal. We require you to give us possession of the Title, and you hereby give us possession of the Title. You grant us a security interest in the Motor Vehicle listed above. We will maintain possession of the Title during this Loan Agreement.

#### Right to Rescind and Prepayment.

You may rescind this loan pursuant to Nevada law. You may rescind before we close on our next business day, at the location listed above. We will not charge you any amount for rescinding. To rescind, you must deliver funds equal to the face value of the loan, less any fees charged. If you rescind, then we will return the Title to you, and refund any amount paid. You have the right to make payments in any amount in advance at any time without incurring any charge, fee or penalty. If you prepay any amount at any time, then the final payment amounts will be adjusted as appropriate to reflect any prepayments we receive. If you prepay pursuant to this Loan Agreement, then we will return the Title to you.

#### Grace Period.

For purposes of this Loan Agreement, the term "grace period" means the gratuitous period of payments deferment (i) which we offer to you after entering into this Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210, (ii) you voluntarily accept such terms of the payments deferment after entering into the Loan Agreement, and (iii) you and we agree to such terms of payments deferment in a written and signed "Grace Period Payments Deferment Agreement." We allow customers that are in good standing during the term of this Loan Agreement to request and enter into a Grace Period Payments Deferment Agreement. You may request and enter into a Grace Period Payments Deferment Agreement by returning to our store not earlier than one business day following the date of this Loan Agreement. If you enter into a Grace Period Payments Deferment Agreement, your obligation to pay simple interest under this Loan Agreement remains unchanged. Other than the interest and fees originally provided for in this Loan Agreement, we do not charge you any additional fees or interest for entering into a Grace Period Payments Deferment Agreement.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

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**Repayment Plan.** If you default and are entitled to enter into a Repayment Plan, we will offer you a "Repayment Plan." We will give you the opportunity to enter into a Repayment Plan for 30 days after such default. The minimum term of the "Repayment Plan" is 90 days. We may require you to make an initial payment of not more than 20 percent of the total amount due under the terms of the Repayment Plan. We shall not except as otherwise provided by this NRS 604A, charge any other amount to you, including, without limitation, any amount or charge payable directly or indirectly by you and imposed directly or indirectly by us as an incident to or as a condition of entering into a repayment plan. Such an amount includes, without limitation: (i) any interest, regardless of the name given to the interest, other than the interest charged pursuant to the original loan agreement at a rate which does not exceed the annual percentage rate charged during the term of the original loan agreement; or (ii) any origination fees, set-up fees, collection fees, transaction fees, negotiation fees, handling fees, processing fees, late fees, default fees or any other fees, regardless of the name given to the fee. We will not take additional security for entering into a Repayment Plan or attempt to collect an amount that is greater than the amount owed under the terms of the Repayment Plan. We will not sell you any insurance or require you to purchase insurance or any other goods or services to enter into the Repayment Plan. We will not make any other loan to you while you are in a Repayment Plan. **Upon default of your obligations under the Repayment Plan, we may repossess the Motor Vehicle.**

**Default, Acceleration, Repossession, and Post-Default Interest.**

You will be in default and entitled to enter into a Repayment Plan on the day immediately following the date you fail to (i) make a scheduled payment on this loan; (ii) make a scheduled payment on or before the due date for the payment under the terms Grace Period Payments Deferment Agreement; (iii) pay this loan in full on or before the expiration of the initial loan period as set forth herein unless you have entered into a Grace Period Payments Deferment Agreement; (iv) pay this loan in full on or before the expiration of the period as set forth Grace Period Payments Deferment Agreement; or (v) pay any payment under any Grace Period we have extended under NRS 604A.210. We may waive a default and reinstate your account to good status if you bring your account current or make satisfactory payment arrangements with us. However, we are not required to make an offer for you to enter into a Repayment Plan more than once for each loan. Provided that the due date of the repayment plan does not violate the provisions of Nevada Law, you will be in default and not entitled to enter into a Repayment Plan, if you fail (ii) to make a scheduled payment on this loan on or before the due date for the payment under the terms of any repayment plan relating to this loan or (ii) to pay a loan in full on or before the due date any repayment plan relating to the loan. If you are in default and entitled to enter into a Repayment Plan, we may accelerate the balance, but we cannot repossess the Motor Vehicle before offering you a Repayment Plan. If you are in default under the Loan Agreement and Grace Period Payments Deferment Agreement and not entitled to enter into a Repayment Plan or if you are in default under the Repayment Plan, we may seek repossession and sale of the Motor Vehicle as well as any other remedy allowed by Nevada law. If you use fraud to secure a title loan, or if you wrongfully transfer any interest in the Motor Vehicle to a third party, then we may bring a civil action against you for any or all of the following relief: (I) the amount of the loan obligation, including, without limitation, the aggregate amount of the interest, charges and fees negotiated and agreed to by us and you as permitted, less any prior payments made by you; (II) reasonable attorney's fees and costs; and (III) any other legal or equitable relief that the court or arbitrator deems appropriate. If we do not use one or more remedies following your default, we do not waive our right to the same or another remedy or remedies. Our rights herein are cumulative, not exclusive.

**Governing Law and Assignment.**

Nevada law governs this Loan Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer this Loan Agreement or any of our rights.

**Affidavit.** You acknowledge and agree that you provided us with an affidavit stating: (a) The customer provided licensee with true and correct information concerning the customer's income, obligations, employment and ownership of the Motor Vehicle; and (b) The customer has the ability to repay the title loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute: (a) waive their rights to file a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their disputes to a neutral third person (an "arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Pre-arbitration discovery may be limited. Arbitration proceedings are private and less formal than court trials. The arbitrator will issue a final and binding decision resolving the dispute, which may be enforced as a court judgment. A court rarely overturns an arbitrator's decision. **THEREFORE, YOU ACKNOWLEDGE AND AGREE AS FOLLOWS:**

1. For purposes of this Waiver of Jury Trial and Arbitration Provision (hereinafter the "Arbitration Provision"), the words "dispute" and "disputes" are given the broadest possible meaning and include, without limitation (a) all claims, disputes, or controversies arising from or relating directly or indirectly to the signing of this Arbitration Provision, the validity and scope of this Arbitration Provision and any claim or attempt to set aside this Arbitration Provision; (b) all federal or state law claims, disputes or controversies, arising from or relating directly or indirectly to this Loan Agreement (including the Arbitration Provision), the information you gave us before entering into this Loan Agreement, and/or any past agreement or agreements between you and us; (c) all counterclaims, cross-claims and third-party claims; (d) all common law claims, based upon contract, tort, fraud, or other intentional torts; (e) all claims based upon a violation of any state or federal constitution, statute or regulation; (f) all claims asserted by us against you, including claims for money damages to collect any sum we claim you owe us; (g) all claims asserted by you individually against us and/or any of our employees, agents, directors, officers, shareholders, governors, managers, members, parent company or affiliated entities (hereinafter collectively referred to as "related third parties"), including claims for money damages and/or equitable or injunctive relief; (h) all claims asserted on your behalf by another person; (i) all claims asserted by you as a private attorney general, as a representative and member of a class of persons, or in any other representative capacity, against us and/or related third parties (hereinafter referred to as "Representative Claims"); and/or (j) all claims arising from or relating directly or indirectly to the disclosure by us or related third parties of any non-public personal information about you.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.

2. You acknowledge and agree that by entering into this Arbitration Provision:

- (a) YOU ARE WAIVING YOUR RIGHT TO HAVE A TRIAL BY JURY TO RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES;
- (b) YOU ARE WAIVING YOUR RIGHT TO HAVE A COURT, OTHER THAN A SMALL CLAIMS TRIBUNAL, RESOLVE ANY DISPUTE ALLEGED AGAINST US OR RELATED THIRD PARTIES; and
- (c) YOU ARE WAIVING YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, AND/OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY LAWSUIT FILED AGAINST US AND/OR RELATED THIRD PARTIES.

3. Except as provided in Paragraph 6 below, all disputes including any Representative Claims against us and/or related third parties shall be resolved by binding arbitration only on an individual basis with you. **THEREFORE, THE ARBITRATOR SHALL NOT CONDUCT CLASS ARBITRATION; THAT IS, THE ARBITRATOR SHALL NOT ALLOW YOU TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY FOR OTHERS IN THE ARBITRATION.**

4. Any party to a dispute, including related third parties, may send the other party written notice by certified mail return receipt requested of their intent to arbitrate and setting forth the subject of the dispute along with the relief requested, even if a lawsuit has been filed. Regardless of who demands arbitration, you shall have the right to select either of the following arbitration organizations to administer the arbitration: the American Arbitration Association (1-800-778-7879) <http://www.adr.org>, or JAMS (1-800-352-5267) <http://www.jamsadr.com>. However, the parties may agree to select a local arbitrator who is an attorney, retired judge, or arbitrator registered and in good standing with an arbitration association and arbitrate pursuant to such arbitrator's rules. If the arbitration associations listed above are not available and the parties cannot otherwise agree on a substitute, then any party may petition a court pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16 to select an arbitration organization, provided such arbitration organization shall enforce the terms of this Loan Agreement and the Arbitration Provision, including the prohibition on class arbitration. The party receiving notice of arbitration will respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform us in your demand of the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties or we demand arbitration, you must notify us within twenty (20) days in writing by certified mail return receipt requested of your decision to select an arbitration organization or your desire to select a local arbitrator. If you fail to notify us, then we have the right to select an arbitration organization. The parties to such dispute will be governed by the rules and procedures of such arbitration organization applicable to consumer disputes, to the extent those rules and procedures do not contradict the express terms of this Loan Agreement or the Arbitration Provision, including the limitations on the arbitrator below. You may obtain a copy of the rules and procedures by contacting the arbitration organization listed above.

5. Regardless of who demands arbitration, we will advance your portion of the expenses associated with the arbitration, including the filing, administrative, hearing and arbitrator's fees ("Arbitration Fees"). Throughout the arbitration, each party shall bear his or her own attorneys' fees and expenses, such as witness and expert witness fees. The arbitrator shall apply applicable substantive law consistent with the FAA, and applicable statutes of limitation, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence, or within 30 miles from such county, or in the county in which the transaction under this Loan Agreement occurred, or in such other place as shall be ordered by the arbitrator. The arbitrator may decide, with or without a hearing, any motion that is substantially similar to a motion to dismiss for failure to state a claim or a motion for summary judgment. In conducting the arbitration proceeding, the arbitrator shall not apply any federal or state rules of civil procedure or evidence. If allowed by statute or applicable law, the arbitrator may award statutory damages and/or reasonable attorneys' fees and expenses. If the arbitrator renders a decision or an award in your favor resolving the dispute, then you will not be responsible for reimbursing us for your portion of the Arbitration Fees, and we will reimburse you for any Arbitration Fees you have previously paid. If the arbitrator does not render a decision or an award in your favor resolving the dispute, then the arbitrator shall require you to reimburse us for the Arbitration Fees we have advanced, not to exceed the amount which would have been assessed as court costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. At the timely request of any party, the arbitrator shall provide a written explanation for the award. The arbitrator's award may be filed with any court having jurisdiction.

6. All parties, including related third parties, shall retain the right to seek adjudication in a small claims tribunal for disputes within the scope of such tribunal's jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Any appeal of a judgment from a small claims tribunal shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall limit the right of you or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or under applicable law, (b) to exercise self-help remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment seizure of property, detinue, replevin, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a court having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver of the right to submit any dispute to arbitration, including any counterclaim asserted.

7. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA. If a final non-appealable judgment of a court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to this transaction, then our agreement to arbitrate shall be governed by the arbitration law of the State of Nevada.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5368.



## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14469-0160520

Customer Name: Timothy Patrick McDonald Address: 1775 McKinley Dr Reno, NV 89509  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 900 W. Fifth Street Reno, NV 89503  Vehicle Information: 2004 GMC Yukon 3GKFK16T84G118654
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**Definitions and Terms.** In this Grace Period Payments Deferral Agreement, "customer," "you," and "your" mean the customer who signed it. "Licensee," "we," "us" and "our" mean TitleMax of Nevada, Inc. d/b/a TitleMax, a title loan services provider licensed and regulated by the Nevada Financial Institutions Division, 2785 E Desert Inn Road, Suite 180, Las Vegas, Nevada 89121, Phone: (702) 486-4120, Fax: (702) 486-4563, <http://www.fid.state.nv.us/>. The word "Motor Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the Motor Vehicle.

**Consideration.** You acknowledge and agree that you and we entered into a Title Loan Agreement on 04/10/2015 ("Loan Agreement.") Under the Title Loan Agreement, we agreed with you that we may subsequently offer you a "Grace Period" which is a gratuitous period of payments deferment. You agree that we are offering you a "Grace Period" and you are voluntarily accepting such offer after entering into a Loan Agreement pursuant to the provisions of NRS 604A.70 and NRS 604A.210. **Please note that since this is a "Grace Period" it is not an "extension" as defined in NRS 604A.065.** Under the Title Loan Agreement, your obligation to pay simple interest under the Loan Agreement remains unchanged. Other than the interest and fees originally provided for in the Title Loan Agreement, we do not charge you any additional fees or interest for entering into this Grace Period Payments Deferral Agreement.

**NOW THEREFORE**, in consideration of the mutual promises, herein you and we agree to the payments deferment in this written and signed Grace Period Payments Deferral Agreement.

**Grace Period Payments Deferral.** In the Title Loan Agreement, you agreed to make your scheduled payments in the amounts and on the dates set forth in the Payment Schedule listed in the Federal Truth In Lending Disclosures at the address indicated above, or at such other address as we direct you in writing. During this Grace Period, we have agreed to amend, modify, and defer your payments as set forth below in the Grace Period Payments Deferral Schedule. Therefore, you and we agree to the amended and deferred payments and periods set forth below in the Grace Period Payments Deferral Schedule. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Grace Period Payments Deferral Schedule set forth below. If any Deferred Due Date falls on a date we are not open for business, then you agree to pay us on the next business day, and we will credit such payment, as if we received it on the appropriate Deferred Due Date. The Grace Period Payments Deferral Agreement will be consummated upon the date you sign it. Time is of the essence in this Grace Period Payments Deferral Agreement. We will not attempt to collect an amount that is greater than the amount owed. We will not attempt to collect the outstanding balance during the term of the Grace Period by process of alternative dispute resolution, by repossessing the Motor Vehicle or by exercising any other right we have under Nevada law, unless you default on the Grace Period Payments Deferral Agreement.

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

**Grace Periods Payments Deferment Schedule**

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$351.68	5/10/2015
2	\$351.68	6/9/2015
3	\$351.68	7/9/2015
4	\$351.68	8/8/2015
5	\$351.68	9/7/2015
6	\$351.68	10/7/2015
7	\$351.68	11/6/2015
8	\$457.14	12/6/2015
9	\$457.14	1/5/2016
10	\$457.14	2/4/2016
11	\$457.14	3/5/2016
12	\$457.14	4/4/2016
13	\$457.14	5/4/2016
14	\$457.16	6/3/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$5,661.76

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT IN WHICH WE ARE ONLY MODIFYING AND DEFERRING YOUR PAYMENTS UNDER THE TITLE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE TITLE LOAN AGREEMENT, INCLUDING THE CHARGING OF SIMPLE INTEREST AND WAIVER OF JURY TRIAL AND ARBITRATION PROVISION REMAIN IN FULL FORCE AND EFFECT.**

**Right to Rescind.** You have the right to rescind this Grace Period Payments Deferment Agreement. You may rescind on or before the close of business on the next day of business at the location where the Grace Period Payments Deferment Agreement was initiated. To rescind, you must come to the location where the Grace Period Payments Deferment Agreement was initiated and sign a Cancellation of the Grace Period Payments Deferment Agreement. If you rescind, then we will not charge you any amount for rescinding, and you will be required to make the payments as originally scheduled in the Title Loan Agreement.

**Prepayment.** You may also pay us in full or make prepayments at any time, without an additional charge or fee, before the final Deferred Periodic Due Date. If you pay the total amount due under the terms of the Title Loan Agreement in full, as deferred through negotiations and agreed to herein, then we shall return the Title to you. You may also make partial prepayments under this Grace Period Payments Deferment Agreement at any time without an additional charge or fee.

**Repayment Plan Disclosure: If you default on the loan and this Grace Period Deferred Payments Agreement, we must offer a Repayment Plan to you before we commence any civil action or process of alternative dispute resolution, or before we repossesses the Motor Vehicle.**

Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.