

# Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$359.70	12/6/2014
2	\$359.70	1/5/2015
3	\$359.70	2/4/2015
4	\$359.70	3/6/2015
5	\$359.70	4/5/2015
6	\$359.70	5/5/2015
7	\$359.70	6/4/2015
8	\$428.57	7/4/2015
9	\$428.57	8/3/2015
10	\$428.57	9/2/2015
11	\$428.57	10/2/2015
12	\$428.57	11/1/2015
13	\$428.57	12/1/2015
14	\$428.58	12/31/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$5,517.90

**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: (306) 604-5368.

**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.

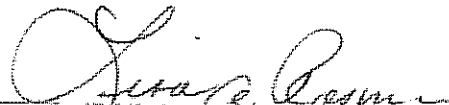
**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal 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 Date in 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 0.3997% 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 that 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.


For more information, questions may be directed to Customer Service at the following number: (970) 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.

  
Customer's Signature      12-3-14  
Date

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

  
Its Authorized Agent      12/3/14  
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

Loan Number	12269-0134093
Customer Name	Lisa Rasmussen
Is Customer a Covered Borrower	No
Requested Loan Amount	\$3,000.00
Title Fee	50
MLV Amount	\$5,600
Gross Monthly Income	\$10,000.00
Current and Expected Monthly Obligations	\$4,600.00
Other TitleMax Loan Payment	\$255.00
Rate Match/Rate for Other TitleMax Loan	11.99%
Add-On to Current Loan or Multi-Car	Add On / No DMV Fee
Residual Monthly Income	\$5,765.00

210 INSTALLMENT RATE 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	\$	10,000
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	5,600
Interest Rate		11.99%
Max Cash to Customer Amount	\$	5,600.00
Actual Cash to Customer Amount	\$	3,000.00
Title Fee Amount	\$	
Total Loan Amount	\$	3,000

Amortized Loan Payment	\$657.14
Total Payback Amount	\$4,600.01
Minimum Payment to Extend	\$359.70
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$428.57

### CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Add-On/No DMV Fee 11.99%

APP 002272  
ROA 000678



Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 12269-0134093  
Date: 11/6/2014

Customer Name: Lisa Rasmussen  
Address: 10222 Country Flats Lane  
Las Vegas, NV 89135  
Co-Borrower Name:  
Address:

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

1225 East Charleston Blvd  
Las Vegas, NV 89104

Vehicle Information: VIN: JTMBK32V276013191 Color: White Year: 2007 Make: Toyota Model: Rav4  
License Plate State and No: ar9600

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.

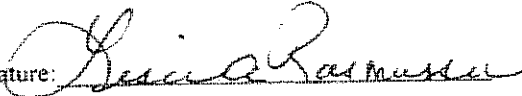
Pursuant to N.R.S. 604A.450-1, we have evaluated the Vehicle's fair market value. Pursuant to N.R.S. 604A.450-2, we have reviewed your application information regarding current and expected income, obligations and employment.

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, Lisa Rasmussen, 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 002273  
ROA 000679

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN JTMBK32V276013191	YEAR 2007	MAKE TOYT	MODEL RAV4 SPORT	VEHICLE BODY T4W	TITLE NUMBER NV007047912
DATE ISSUED 06/27/2014	ODOMETER MILES 15	FUEL TYPE G	SALES TAX PD	EMPTY WT 3677	GROSS WT. GVWR
VEHICLE COLOR	ODOMETER BRAND ACTUAL MILES			BRANDS	

### OWNER(S) NAME AND ADDRESS

RASMUSSEN LISA  
10222 COUNTRY FLATS LN  
LAS VEGAS NV 89135-2314

### LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA INC DBA TITLEMAX  
1225 E CHARLESTON BLVD  
LAS VEGAS NV 89104-1708

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 \_\_\_\_\_  
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 ☐ 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.

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.

1984153C

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 002274  
ROA 000680

▶	<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):			
FIRST REASSIGNMENT DEALER ONLY	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;">NO TENTHS</div> <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		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>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):			
SECOND REASSIGNMENT DEALER ONLY	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;">NO TENTHS</div> <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		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>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):			
THIRD REASSIGNMENT DEALER ONLY	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;">NO TENTHS</div> <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		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		
LIEN	<b>LIENHOLDER TO BE RECORDED</b> FEIN _____ Printed Full Legal Name of Lienholder _____ (if no lienholder write "NONE") Address _____ <div style="display: flex; justify-content: space-between;"> <span>Street</span> <span>City</span> <span>State</span> <span>Zip Code</span> </div>			

**ALTERATION OR ERASURE VOIDS THIS TITLE**

APP 002275

ROA 000681

## Contact Information

11/6/2014

Company: Titlemax (314391)  
 Contact: Alalia Lundy  
 E-Mail: tm-lasvegas-nv21@titlemax.biz

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2007 Toyota Rav4 Sport 4D Hardtop 4WD

MSRP: \$25,840	VIN: JTM BK32V276013191	Adj. State: National
Fin Adv: \$10,700	UVC: 2007900325	Mileage: 0
Equip Ret: \$27,235	MPG: 21/28	Mileage Cat: B
Tire Size: 235/55R18	Weight: 4720	Cylinders: 6
Base HP: 269 @ 6200	Fuel Type: Gas	Transmission: A
Taxable HP: 32.8	Wheelbase: 104.7	Drive Train: 4WD
Model Number: 4443	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC V6		

## Wholesale Black Book values as of 11/6/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$10,850	\$8,925	\$7,300
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$10,850	\$8,925	\$7,300

## Trade In Black Book values as of 11/6/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$11,040	\$9,115	\$6,935
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$11,040	\$9,115	\$6,935

## Retail Black Book values as of 11/6/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$13,450	\$11,075	\$9,175
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$13,450	\$11,075	\$9,175

## Residual Black Book values as of 11/6/2014

	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

APP 002276  
 ROA 000682

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Lisa Rasmussen
LOAN AGREEMENT IDENTIFICATION NO. 12269-0134093  LOAN AGREEMENT DATE: 11/6/2014 4:19:31 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 05/06/2015 01:29:06 PM
AMOUNT PAID: \$359.00	AGENT RECEIVING PAYMENT: Tony Rodrigues	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$359.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$359.00
BALANCE DUE ON LOAN:	\$2,989.10
NEXT SCHEDULED DUE DATE:	6/4/2015

- ☐ 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.

Lisa M. Rasmussen.  
Printed Name

  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Lisa Rasmussen
LOAN AGREEMENT IDENTIFICATION NO. 12269-0134093  LOAN AGREEMENT DATE: 11/6/2014 4:19:31 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/09/2015 01:19:53 PM
AMOUNT PAID: \$360.00	AGENT RECEIVING PAYMENT: Tony Rodrigues	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$360.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$360.00
BALANCE DUE ON LOAN:	\$3,029.46
NEXT SCHEDULED DUE DATE:	5/5/2015

- ☐ 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.

Lisa Rasmussen  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Lisa Rasmussen	
LOAN AGREEMENT IDENTIFICATION NO. 12269-0134093  LOAN AGREEMENT DATE: 11/6/2014 4:19:31 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/10/2015 02:07:32 PM	
AMOUNT PAID: \$354.04		AGENT RECEIVING PAYMENT: Tony Rodrigues	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$354.04
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$354.04
BALANCE DUE ON LOAN:	\$3,035.41
NEXT SCHEDULED DUE DATE:	4/5/2015

- ☐ 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.

Lisa Rasmussen  
Printed Name

Lisa Rasmussen  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Lisa Rasmussen
LOAN AGREEMENT IDENTIFICATION NO. 12269-0134093  LOAN AGREEMENT DATE: 11/6/2014 4:19:31 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/09/2015 12:56:39 PM
AMOUNT PAID: \$354.04	AGENT RECEIVING PAYMENT: Gabino Barrera	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$354.04
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$354.04
BALANCE DUE ON LOAN:	\$3,047.21
NEXT SCHEDULED DUE DATE:	3/6/2015

- ☐ 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.

Lisa A. Rasmussen  
Printed Name

[Signature]  
Signature



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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Lisa Rasmussen
LOAN AGREEMENT IDENTIFICATION NO. 12269-0134093  LOAN AGREEMENT DATE: 11/6/2014 4:19:31 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/02/2015 05:54:54 PM
AMOUNT PAID: \$366.29	AGENT RECEIVING PAYMENT: Marilynn Fraga	

<b>TODAY'S PAYMENT ITEMIZATION</b>	
PRINCIPAL PAID:	\$10.93
INTEREST PAID:	\$355.36
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$366.29
BALANCE DUE ON LOAN:	\$2,952.80
NEXT SCHEDULED DUE DATE:	2/4/2015

- ☐ 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.

Lisa Rasmussen  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Lisa Rasmussen
LOAN AGREEMENT IDENTIFICATION NO. 12269-0134093		DATE/TIME OF RECEIPT OF PAYMENT: 12/03/2014 05:48:56 PM
LOAN AGREEMENT DATE: 11/6/2014 4:19:31 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$360.00	AGENT RECEIVING PAYMENT: Nichole Underwood	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$36.27
INTEREST PAID:	\$323.73
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$360.00
BALANCE DUE ON LOAN:	\$2,963.73
NEXT SCHEDULED DUE DATE:	1/5/2015

- ☐ 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.

Lisa A. Rasmussen  
Printed Name

Lisa A. Rasmussen  
Signature

# Cash Advance Snapshot Report

Filter ( Location: 12269 Loan: 12269-0134093 Ordered by Date)

Tm Las Vegas Nv #21  
1225 E. Charleston Blvd  
Las Vegas, NV 89104  
(702)382-1002

11/06/2014

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's		
12269-0134093	11/06/2014	Rasmussen, Lisa	B4	\$4,600.01	\$3,000.00	\$2,142.47	\$2,153.37	\$2,989.10	0		
Transaction #	Type	Trans. Date	New Due Date	Pro?	Rev?	Principal	Fees	Amt Paid	Due		
12269-0134093-1	NEL	11/6/2014 4:1		X	-	\$3,000.00	\$0.00	\$0.00	\$3,000.00		
12269-0134093-2	PMT	12/3/2014 5:4	1/5/2015	X	-	(\$36.27)	\$323.73	\$360.00	(\$36.27)		
12269-0134093-3	FEE	12/6/2014 4:0		X	-	\$0.00	\$35.54	\$0.00	\$35.54		
12269-0134093-4	PMT	1/2/2015 5:54	2/4/2015	X	-	(\$10.93)	\$319.82	\$366.29	(\$46.47)		
12269-0134093-5	FEE	1/5/2015 7:29		X	-	\$0.00	\$35.40	\$0.00	\$35.40		
12269-0134093-6	FEE	2/4/2015 7:23		X	-	\$0.00	\$354.04	\$0.00	\$354.04		
12269-0134093-7	LOG	2/6/2015 11:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-8	LOG	2/7/2015 10:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-9	LOG	2/9/2015 11:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-10	PMT	2/9/2015 12:5	3/6/2015	X	-	\$0.00	\$59.01	\$354.04	(\$295.03)		
12269-0134093-11	LOG	3/5/2015 6:48		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-12	FEE	3/6/2015 7:31		X	-	\$0.00	\$295.03	\$0.00	\$295.03		
12269-0134093-13	LOG	3/9/2015 2:54		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-14	PMT	3/10/2015 2:0	4/5/2015	X	-	\$0.00	\$47.21	\$354.04	(\$306.83)		
12269-0134093-15	FEE	4/5/2015		X	-	\$0.00	\$306.84	\$0.00	\$306.84		
12269-0134093-16	LOG	4/6/2015 9:48		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-17	LOG	4/6/2015 6:39		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-18	LOG	4/7/2015 1:13		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-19	LOG	4/7/2015 2:19		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-20	PMT	4/9/2015 1:19	5/5/2015	X	-	\$0.00	\$47.21	\$360.00	(\$312.79)		
12269-0134093-21	LOG	5/5/2015 10:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-22	LOG	5/5/2015 4:38		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-23	FEE	5/5/2015 7:13		X	-	\$0.00	\$306.84	\$0.00	\$306.84		
12269-0134093-24	LOG	5/6/2015 11:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
12269-0134093-25	PMT	5/6/2015 1:29	6/4/2015	X	-	\$0.00	\$11.80	\$359.00	(\$347.20)		
12269-0134093 Totals:		1				\$2,952.80	\$2,142.47	\$2,153.37	\$2,989.10	0	
11/06/2014 Totals:				1		\$4,600.01	\$2,952.80	\$2,142.47	\$2,153.37	\$2,989.10	0

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

12/3/14

Account Number: 12269-0134093

Customer Name: Lisa Rasmussen Address: 10222 Country Flats Lane N Las Vegas, NV 89135  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 1225 E. Charleston Blvd Las Vegas, NV 89104  Vehicle Information: 2007 Toyota Rav4 JTMBK32V276013191
--	--

**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 11/06/2014 ("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	\$359.70	12/6/2014
2	\$359.70	1/5/2015
3	\$359.70	2/4/2015
4	\$359.70	3/6/2015
5	\$359.70	4/5/2015
6	\$359.70	5/5/2015
7	\$359.70	6/4/2015
8	\$428.57	7/4/2015
9	\$428.57	8/3/2015
10	\$428.57	9/2/2015
11	\$428.57	10/2/2015
12	\$428.57	11/1/2015
13	\$428.57	12/1/2015
14	\$428.58	12/31/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$5,517.90

**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 0.3997% 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.

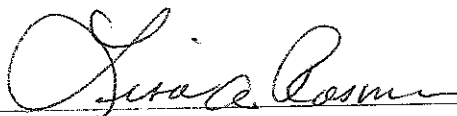
**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment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

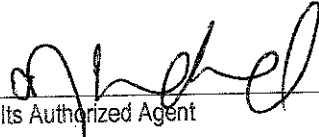
Any comments or questions may be directed to Customer Service at the following number: (800) 804-5368.

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

 12-3-14  
Customer's Signature Date

 12/3/14  
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.

## Customer Application

## Personal Information

Date	11-6-14	First Name	[Redacted]	Middle Name	[Redacted]	Social Security #	[Redacted]
Last Name	Rasmussen	First Name	Lisa	Middle Name	Ann		
Home Phone	[Redacted]	Cell Phone	[Redacted]	Email Address (optional)	[Redacted]		
Best time to call	[Redacted]	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone					
Physical Address (Street Number & Name)				Apt #			
10222 Country Flats Lane							
City		State		Zip		County	
LV		NV		89135		Clark / Wash	
Mailing Address (if different from physical address)							
City		State		Zip			

## Source of Income

[Redacted]				ste 100	
City	State	Zip	Time at Job?		
LV	NV	89101	10.5 years		
Title		Supervisor		Work Shift	
Attorney / President		n/a			
Pay Frequency: (check one)			Next Payday	Current and Expected	
<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)			11/14/14	Gross Monthly Income	Gross Monthly Obligations
<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)				\$10,000	\$4,000
<input type="checkbox"/> Self-Employed					
*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"/> yes					

## Credit References

Business Name	Phone #
[Redacted]	[Redacted]
Address (Street Number & Name)	City
[Redacted]	LV
State	Zip
NV	89121
Business Name	Phone #
[Redacted]	[Redacted]
Address (Street Number & Name)	City
[Redacted]	[Redacted]
State	Zip
[Redacted]	[Redacted]

## Personal References

Name	Address (Street Number & Name)	City	State	Zip
[Redacted]	[Redacted]	LV	NV	89135
Relationship to you	Phone	Cell		
Husband	[Redacted]	[Redacted]		
Name	Address (Street Number & Name)	City	State	Zip
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Relationship to you	Phone	Cell		
Mother	[Redacted]	[Redacted]		
Name	Address (Street Number & Name)	City	State	Zip
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Relationship to you	Phone	Cell		
Brother	[Redacted]	[Redacted]		
Name	Address (Street Number & Name)	City	State	Zip
[Redacted]	[Redacted]	[Redacted]	[Redacted]	[Redacted]
Relationship to you	Phone	Cell		
Father	[Redacted]	[Redacted]		

APP 002288  
ROA 000694



## 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: _____			
							<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">Repeat Customer</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 E-MAIL 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.

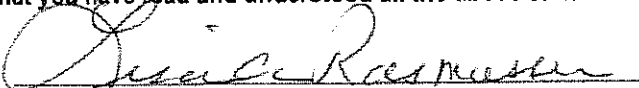
#### **Ability to Repay Verification.**

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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

11-~~18~~<sup>6</sup>-14  
Date

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

\_\_\_\_\_  
Date

**A - 24**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/22/2015

Licensee Address: 1225 E CHARLESTON BLVD LAS VEGAS NV 89104

Exam as of: 5/4/2015

Borrower Name &amp;

Address: SCARLETT GABLE

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?
13369-0129451	10/8/2014	\$5,020.00	5/6/2015	\$2,434.73	6&1	1064.98/1	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? 2008/4 If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$1,400 Was the borrower's income verified? NO 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.423(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.423(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: \$

NRS 604A.430(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)? NO

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

Exemptions: Title-6 audit periods:  
D/D & High-Int Loans - 90 days

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A.445 AND NRS 604A.210 GPDA SIGNED

## Title Loan Agreement

Date: 10/8/2014

Number: 12269-0129451

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 12269-0129451	
FIRST NAME Scarlett	LAST NAME Grable	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
ID. NO.		CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC/STATE ID. NO.
STREET ADDRESS 200 Hoover Ave #1608		CO-CUSTOMER STREET ADDRESS	
City Las Vegas	STATE NV	ZIP CODE 89101	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)382-1002	
LICENSEE STREET ADDRESS 1225 E. Charleston Blvd		LICENSEE CITY Las Vegas	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1G1YY22G345125786		LICENSEE ZIP CODE 89104	
VEHICLE YEAR 2004		VEHICLE MAKE Corvette	VEHICLE MODEL Chevrolet
VEHICLE COLOR Yellow		VEHICLE LICENSE PLATE DREAMZ	

**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 \$5,020.00 ("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 05/06/2015 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.

## 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>133.7129 %</b>	<b>\$2,434.83</b>	<b>\$5,020.00</b>	<b>\$7,454.83</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,064.98	11/7/2014 and each 30 days thereafter.
1	\$1,064.95	5/6/2015

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 payment in full before the scheduled date and any prepayment refunds and penalties.

Itemization of Amount Financed of \$5,020.00

1. Amount given to you directly: \$5,000.00
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 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 number:

**APP 002295**  
**ROA 000701**

**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 will 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 entered 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 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 the loan or (i) 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 all, 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 a 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 in another remedy or remedy. 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 licensees 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 loan.

**WAIVER OF JURY TRIAL AND ARBITRATION PROVISION.** Arbitration is a process in which persons with a dispute, (a) waive their rights to have a lawsuit and proceed in court and to have a jury trial to resolve their disputes; and (b) agree, instead, to submit their dispute to a neutral third person ("arbitrator") for a decision. Each party to the dispute has an opportunity to present some evidence to the arbitrator. Proceedings are 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 tort; (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 toll-free phone number:

**APP 002296**  
**ROA 000702**



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 the 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 whether this 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 shall respond in writing by certified mail return receipt requested within twenty (20) days. If you demand arbitration, you must inform the arbitration organization you have selected or whether you desire to select a local arbitrator. If related third parties 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's award. 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, but not limited to, 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 state law, and shall honor claims of privilege recognized at law. The arbitration hearing will be conducted in the county of your residence or within 100 miles of 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 evidentiary rules 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 resulting from the arbitration, 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 at such costs if the dispute had been resolved by a state court with jurisdiction, less any Arbitration Fees you have previously paid. If the arbitrator renders an award in your favor, 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 or a court of general jurisdiction. Any dispute, which cannot be adjudicated within the jurisdiction of a small claims tribunal, shall be resolved by binding arbitration. Furthermore, nothing in this Arbitration Provision shall constitute a waiver of your or us (a) to foreclose against the Motor Vehicle by the exercise of any power under the Loan Agreement or to obtain any other remedies such as set off or repossession, or (c) to obtain provisional or ancillary remedies such as pre-judgment attachment, garnishment, or injunctive relief, or to seek or obtain any other traditional equitable relief which does not claim money damages from a party having jurisdiction. The institution and maintenance by you or us of any action set forth in this Paragraph 6 shall not constitute a waiver or the right to litigate any dispute by 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 the court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to such transaction. If the court having jurisdiction over this transaction finds, for any reason, that the FAA does not apply to such transaction, then this Arbitration Provision shall be governed by the arbitration law of the State of Nevada.

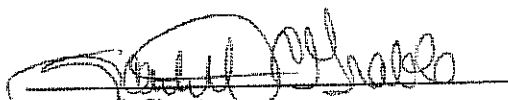
8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors, assigns, and estate. The Arbitration Provision continues in full force and effect if you or we have been prepaid, paid or discharged through bankruptcy. The Arbitration Provision survives any termination, modification, 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.

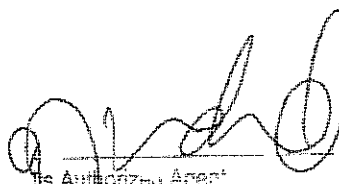
**Acknowledgments.** This Loan Agreement contains a binding Waiver of Jury Trial and Arbitration Provision. By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering 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, employment, and** 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, FIRST SOUTHERN BANK NATIONAL ASSOCIATION, AS COLLATERAL AGENT.

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

  
Customer's Signature

10-8-14  
Date

  
Its Authorized Agent

10/8/14  
Date

Co-Customer's Signature

Date

# Ability to Pay Summary

Loan Number	12107-017946
Customer Name	Scarlett Grable
Is Customer a Covered Borrower	No
Requested Loan Amount	\$5,000.00
Title Fee	\$20
MLV Amount	\$8,400
Gross Monthly Income	\$3,000.00
Current and Expected Monthly Obligations	\$1,550.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$1,550.00

## 210 INSTALLMENT RATE STRUCTURE

Term	Rate
100.00	9.99%
1000.00	19.99%
2000.00	25.99%
3000.00	35.99%
4000.00	45.99%
5000.00	10.99%

## 210 INSTALLMENT LOAN BREAKDOWN

Income Based - Max. Loan Amount Inc. Title Fee	\$	6,363
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	8,420
Interest Rate		10.99%
Max Cash to Customer Amount	\$	6,343.00
Actual Cash to Customer Amount	\$	5,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	5,020

Amortized Loan Payment	\$1,064.98
Total Payback Amount	\$7,454.84
Minimum Payment to Extend	\$551.70
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$717.14

## CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 10.99%

APP 002299  
ROA 000705

Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 12269-0129451  
Date: 10/8/2014

Customer Name: Scarlett Grable  
Address: 200 Hoover Ave unit 1608  
Las Vegas, NV 8910  
Co-Borrower Name:  
Address:

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

1225 East Charleston Blvd  
Las Vegas, NV 89104

Vehicle Information: VIN: 1G1YY22G345125786  
License Plate State and No: dreamz Color: Yellow Year: 2004 Make: Chev Model: Corvette

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, Scarlett Grable, 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: Scarlett Grable

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

## Contact Information

10/8/2014

Company: Titlemax (314391)

Contact: Alalia Lundy

E-Mail: tm-lasvegas-nv21@titlemax.biz

Telephone: 404-542-6618

Fax:

## Notes

## Vehicle Info For 2004 Chevrolet Corvette Base 2D Coupe

MSRP: \$43,835  
 Fin Adv: \$17,500  
 Equip Ret: \$46,525  
 Tire Size: 245/45ZR17  
 Base HP: 350 @ 5200  
 Taxable HP: 48.6  
 Model Number: 1YY07  
 Price Includes: AT AC EW ES

VIN: 1G1YY22G345125786  
 UVC: 2004160110  
 MPG: 18/25  
 Weight: 3214  
 Fuel Type: Gas  
 Wheelbase: 104.5  
 End of Term 0  
 Months:

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

## Wholesale Black Book values as of 10/8/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$17,600	\$13,650	\$9,600
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$17,600	\$13,650	\$9,600

## Trade In Black Book values as of 10/8/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$17,835	\$13,885	\$9,070
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$17,835	\$13,885	\$9,070

## Retail Black Book values as of 10/8/2014

	X-CL	Clean	Average	Rough
Base				

APP 002301  
 ROA 000707

	X-CL	Clean	Average	Rough
	N/A	\$21,050	\$16,675	\$11,925
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$21,050	\$16,675	\$11,925

### Residual Black Book values as of 10/8/2014

	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

Chrome Whl-EXC Comm +175  
 Commemorative Edition +1400  
 Glass Top Panel +200  
 Magnesium Wheels +200

APP 002302  
 ROA 000708

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 10/8/14

Account Number: 12289-0120151

<b>Customer Name:</b> Scarlett Grable <b>Address:</b> 200 Hoover Ave #1608 Las Vegas, NV 89101  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 1225 E. Charleston Blvd Las Vegas, NV 89104  <b>Vehicle Information:</b> 2004 Corvette Chevrolet 1G1YY22G345125786
---	--

**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 150, 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 10/08/2014 ("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 Payment 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 1-800-451-1111 or at [CustomerService@titlemax.com](mailto:CustomerService@titlemax.com).

Page 1 of 1

APP 002303  
ROA 000709

# Grace Periods Payments Deferment Schedule

Payment Number	Amount of Payment	Deferred Periodic Due Date
1	\$551.70	11/7/2014
2	\$551.70	12/7/2014
3	\$551.70	1/6/2015
4	\$551.70	2/5/2015
5	\$551.70	3/7/2015
6	\$551.70	4/6/2015
7	\$551.70	5/6/2015
8	\$717.14	6/5/2015
9	\$717.14	7/5/2015
10	\$717.14	8/4/2015
11	\$717.14	9/3/2015
12	\$717.14	10/3/2015
13	\$717.14	11/2/2015
14	\$717.16	12/2/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$8,881.90

**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 1-800-444-4444.



**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 as 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 0.3665% 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, timing and dates of all 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 the Grace Period Payments Deferment Agreement except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. The assignment transfers the Loan Agreement and Grace Period Payments Deferment Agreement to any third party.

Any comments or questions may be directed to [CustomerService@myapp.com](mailto:CustomerService@myapp.com) or 1-800-444-4444.


Page 1 of 2

APP 002305  
ROA 000711

By signing this Grace Period Payments Deferment Agreement, you acknowledge that it was filled out before you received 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 Information Statement is still accurate. You agree to inform the company and sign a new statement if you are 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, at a given

11/01/2014 10:00 AM of Nevada Inc. d/b/a TitleMax

  
Customer's Signature  
10-8-14  
Date

  
Authorized Agent  
10/8/14  
Date

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

Any comments or questions may be directed to Customer Support at 1-800-451-1111 or 1-800-451-1112.

No. 12269-0129451

Date: 5/7/2015

Customer Name: Grable, Scarlett Address: 200 Hoover Ave #1608 Las Vegas, NV 89101 (702)826-1829 Co-Borrower Name: Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 1225 E. Charleston Blvd Las Vegas, NV 89104 Vehicle Information: 2004, Yellow, Corvette, Chevrolet, 1G1YY22G345125786
---	--

**Terms:** In this Amendment of the Title Loan Agreement to Establish a Repayment Plan ("Repayment Plan Agreement"), the words "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. We operate under Chapter 604A of the Nevada Revised Statutes. We are regulated by the Nevada Department of Business & Industry, Financial Institutions Division. The telephone number to the Office of the Commissioner to handle concerns or complaints of customers is (866) 858-8951. The word "Vehicle" means the vehicle identified above. The word "Title" means a certificate of title or ownership to the vehicle identified above.

**The Title Loan Agreement.** This Repayment Plan Agreement amends and modifies the Title Loan Agreement you signed on 10/08/2014 ("Loan Agreement"), to work out a payment plan. You have the opportunity within 30 days of the date of default on the Loan Agreement to enter into a repayment plan with a term of at least 90 days, and we must offer the repayment plan to you before we repossess the Vehicle. Under the Loan Agreement, your payment in the amount of \$5,559.53 was due on 05/06/2015 ("Original Due Date").

**Payments.** This Repayment Plan is divided into monthly installments of the remaining balance owing. You and we agree to the payment period set forth below in the Amended Payment Schedule. In consideration of your promises herein, we agree to amend and modify the Original Due Date, resulting in separate payments due on the Periodic Due Dates set forth below. Therefore, you agree to pay us in cash the amount owing on the dates set forth in the Amended Payment Schedule set forth below. By signing below, you agree to make an initial payment of \$0.00 and to pay a total of \$4982.53 under the terms of the Repayment Plan. 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 Repayment Plan by process of alternative dispute resolution, by repossessing the Vehicle, or by exercising any other right we have under Nevada law, unless you default on the Repayment Plan.

**Amended Payment Schedule:**

Periodic Payments	Amount of Payment	Periodic Due Date
1st Scheduled Payment	\$711.79	6/6/2015
2nd Scheduled Payment	\$711.79	7/6/2015
3rd Scheduled Payment	\$711.79	8/5/2015
4th Scheduled Payment	\$711.79	9/4/2015
5th Scheduled Payment	\$711.79	10/4/2015
6th Scheduled Payment	\$711.79	11/3/2015
7th Scheduled Payment	\$711.79	12/3/2015
The total amount due under the terms of the Repayment Plan:		\$4982.53

**BECAUSE THIS IS ONLY AN AMENDMENT AND MODIFICATION OF THE LOAN AGREEMENT, YOU ACKNOWLEDGE AND AGREE THAT ALL OF THE TERMS AND CONDITIONS OF THE LOAN AGREEMENT, INCLUDING THE ARBITRATION AGREEMENT, REMAIN IN FULL FORCE AND EFFECT.**

**Prepayment.** You have the right to rescind this Repayment Plan. You may rescind on or before the close of business on the next day of business at the location where the Repayment Plan was initiated. To rescind, you must deliver to us the total amount due under the Repayment Plan, less any amount you paid to you to initiate the Repayment Plan. If you rescind, then we will not charge you any amount for rescinding. You may also pay us in full at any time, without an additional charge or fee, before the final Periodic Due Date. If you pay the total amount due under the terms of the Repayment Plan in full, including all amounts negotiated and agreed to herein, then we shall return the Title to you. You may also make a partial payment on the Repayment Plan at any time without an additional charge or fee. You agree that we will apply all partial prepayments to the outstanding balance amount owing. Unless your next scheduled payment is your final payment owing, such partial prepayment does not relieve you of your obligation to make your next scheduled payment.

**Default.** You will be in default under this Repayment Plan 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. If you default, then we may seek repossession and sale of the Vehicle as well as any other remedy Nevada law allows. If we exercise our remedies, then in accordance with the limitations and rights under the Arbitration Agreement we may bring an action against you for any or all of the following relief: (a) 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; (b) reasonable attorney's fees and costs; and (c) any other legal or equitable relief that the court or arbitrator deems appropriate.

**Post Maturity Interest.** Additionally, we may charge and collect interest accrued after the expiration of the initial loan period or after any extension or repayment plan that is allowed, whichever is later, at an annual rate not to exceed the prime rate at the largest bank in Nevada, as ascertained by the Commissioner, on January 1 or July 1, as the case may be, immediately preceding the expiration of the initial loan period, plus 10 percent. We may charge and collect such interest for a period not to exceed 90 days. After that period, we will not charge or collect any interest on the loan.

By signing this Repayment Plan 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 Repayment Plan 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 Repayment Plan Agreement, and agree to its terms. You further acknowledge that except as amended herein, all of the terms of the Loan Agreement remain enforceable including but not limited to the Arbitration Agreement.

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

Customer's Signature

Date 5-7-15 By

Its Employee

Any comments or questions may be directed to our Customer Comment Line at the following toll-free number: 1-800-804-5368.

TM-NV-7 Repayment Plan-V.1.0-03.11.2011

APP 002307  
ROA 000713

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

NAME AND ADDRESS OF THE LICENSEE: Tim Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Scarlett Grable
LOAN AGREEMENT IDENTIFICATION NO. 12269-0129451		DATE/TIME OF RECEIPT OF PAYMENT: 05/07/2015 12:06:06 PM
LOAN AGREEMENT DATE: 10/8/2014 2:21:04 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$577.00	AGENT RECEIVING PAYMENT: Gabino Barrera	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.39
INTEREST PAID:	\$576.61
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$577.00
BALANCE DUE ON LOAN:	\$0.00
NEXT SCHEDULED DUE DATE:	

- ☐ 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.

Scarlett C. Grable  
Printed Name

Scarlett C. Grable  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Scarlett Grable
LOAN AGREEMENT IDENTIFICATION NO. 12269-0129451		DATE/TIME OF RECEIPT OF PAYMENT: 04/06/2015 12:41:46 PM
LOAN AGREEMENT DATE: 10/8/2014 2:21:04 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$550.00	AGENT RECEIVING PAYMENT: Gabino Barrera	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$550.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$550.00
BALANCE DUE ON LOAN:	\$5,011.91
NEXT SCHEDULED DUE DATE:	5/6/2015

- ☐ 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.

Scarlett C. Grable  
Printed Name

  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Scarlett Grable
LOAN AGREEMENT IDENTIFICATION NO. 12269-0129451  LOAN AGREEMENT DATE: 10/8/2014 2:21:04 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/06/2015 10:45:43 AM
AMOUNT PAID: \$548.00	AGENT RECEIVING PAYMENT: Brenda Campos	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$548.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$548.00
BALANCE DUE ON LOAN:	\$4,996.04
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.

Peter Cappadocia  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Scarlett Grable
LOAN AGREEMENT IDENTIFICATION NO. 12269-0129451  LOAN AGREEMENT DATE: 10/8/2014 2:21:04 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/10/2015 01:11:29 PM
AMOUNT PAID: \$550.00	AGENT RECEIVING PAYMENT: Jeff Baugh	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$550.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$550.00
BALANCE DUE ON LOAN:	\$5,105.94
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.

Scarlett Grable  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Scarlett Grable
LOAN AGREEMENT IDENTIFICATION NO. 12269-0129451  LOAN AGREEMENT DATE: 10/8/2014 2:21:04 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/06/2015 12:26:03 PM
AMOUNT PAID: \$550.00	AGENT RECEIVING PAYMENT: Brenda Campos	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$550.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$550.00
BALANCE DUE ON LOAN:	\$5,017.05
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.

Printed Name

Signature



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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Scarlett Grable
LOAN AGREEMENT IDENTIFICATION NO. 12269-0129451  LOAN AGREEMENT DATE: 10/8/2014 2:21:04 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 12/05/2014 01:17:20 PM
AMOUNT PAID: \$552.00	AGENT RECEIVING PAYMENT: Brenda Campos	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$37.08
INTEREST PAID:	\$514.92
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$552.00
BALANCE DUE ON LOAN:	\$4,982.92
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.

Printed Name

Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Las Vegas Nv #21 1225 E. Charleston Blvd Las Vegas, NV 89104		PAYMENT MADE ON BEHALF OF OR BY: Scarlett Grable
LOAN AGREEMENT IDENTIFICATION NO. 12269-0129451  LOAN AGREEMENT DATE: 10/8/2014 2:21:04 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 11/07/2014 11:38:37 AM
AMOUNT PAID: \$551.70	AGENT RECEIVING PAYMENT: Peter Flores	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$551.70
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$551.70
BALANCE DUE ON LOAN:	\$5,020.00
NEXT SCHEDULED DUE DATE:	12/7/2014

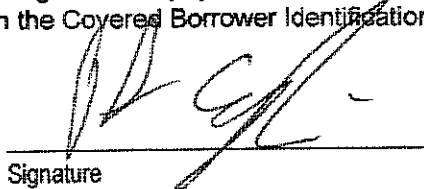
- ☐ Account paid in full by rescission.
- ☐ Account paid in full.
- ☐ Title Returned Upon Payment in Full. By signing below, you acknowledge that upon repayment in full, we returned the Vehicle's Title to you.
- ☐ Repayment Plan Agreement.
- ☐ Grace Period Plan Agreement.

**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.

Printed Name

Peter Cappadocia

Signature



# Cash Advance Snapshot Report

Filter ( Loan: 12269-0129451 Ordered by Date)

Tm Las Vegas Nv #21  
1225 E. Charleston Blvd  
Las Vegas, NV 89104  
(702)382-1002

10/08/2014

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's
12269-0129451	10/08/2014	Grable, Scarlett	A3	\$7,454.83	\$5,020.00	\$3,841.23	\$8,861.23	\$0.00	0
					<i>Principal</i>	<i>Fees</i>	<i>Amt Paid</i>	<i>Due</i>	
Transaction #	Type	Trans. Date	New Due Date	Pro?	Rev?				
12269-0129451-1	NEL	10/8/2014 2:2		X	-	\$5,020.00	\$0.00	\$5,020.00	
12269-0129451-2	PMT	11/7/2014 11:	12/7/2014	X	-	\$0.00	\$551.70	\$0.00	
12269-0129451-3	PMT	12/5/2014 1:1	1/6/2015	X	-	(\$37.08)	\$514.92	(\$37.08)	
12269-0129451-4	FEE	12/7/2014		X	-	\$0.00	\$36.51	\$36.51	
12269-0129451-5	PMT	1/6/2015 12:2	2/5/2015	X	-	\$0.00	\$547.62	(\$2.38)	
12269-0129451-6	FEE	2/5/2015 7:35		X	-	\$0.00	\$547.62	\$547.62	
12269-0129451-7	LOG	2/6/2015 3:15		X	-	\$0.00	\$0.00	\$0.00	
12269-0129451-8	PMT	2/10/2015 1:1	3/7/2015	X	-	\$0.00	\$91.27	(\$458.73)	
12269-0129451-9	PMT	3/6/2015 10:4	4/6/2015	X	-	\$0.00	\$438.10	(\$109.90)	
12269-0129451-10	FEE	3/7/2015 4:33		X	-	\$0.00	\$18.25	\$18.25	
12269-0129451-11	LOG	4/4/2015 12:3		X	-	\$0.00	\$0.00	\$0.00	
12269-0129451-12	PMT	4/6/2015 12:4	5/6/2015	X	-	\$0.00	\$547.62	(\$2.38)	
12269-0129451-13	LOG	5/6/2015 10:1		X	-	\$0.00	\$0.00	\$0.00	
12269-0129451-14	LOG	5/6/2015 3:28		X	-	\$0.00	\$0.00	\$0.00	
12269-0129451-15	LOG	5/6/2015 3:30		X	-	\$0.00	\$0.00	\$0.00	
12269-0129451-16	FEE	5/6/2015 7:25		X	-	\$0.00	\$547.62	\$547.62	
12269-0129451-17	LRP	5/7/2015 12:0		X	-	(\$4,982.92)	\$0.00	(\$5,559.53)	
12269-0129451 Totals:		1				\$0.00	\$3,841.23	\$8,861.23	0
10/08/2014 Totals:	1					\$7,454.83	\$0.00	\$3,841.23	0

## Customer Application

## Personal Information

Date	10-8-14	First Name	Shariel	Cell Phone	[REDACTED]
Last Name	Grubbs	Home Phone	[REDACTED]	Best time to call?	[REDACTED]
		Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone			
Physical Address (Street Number & Name)			Apt #	1608	
200 Hoover Ave			City	State	Zip
Las Vegas			CLARK	NV	89101
Mailing Address (if different from physical address)			Same -		
City			State	Zip	

## Source of Income

City		State	Zip	Title at Job		Years
L.V.		NV	89101	Supervisor		4
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 type="checkbox"/> Biweekly (every 2 weeks)		8-14-14		Gross Monthly Income		[REDACTED]
<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)				\$3000.		
<input type="checkbox"/> Self-Employed				Gross Monthly Obligations		\$1650.
*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

Name		Address (Street Number & Name)		City	State	Zip
[REDACTED]		[REDACTED]		[REDACTED]	[REDACTED]	[REDACTED]
Name		Address (Street Number & Name)		City	State	Zip
[REDACTED]		[REDACTED]		L.V.	NV	89133

## Personal References

Name	Address (Street Number & Name)		City	State	Zip	Cell
[REDACTED]	[REDACTED]		L.V.	NV	89101	[REDACTED]
Relationship To You	Phone		City	State	Zip	Cell
friend	[REDACTED]		L.V.	NV	[REDACTED]	[REDACTED]
Name	Address (Street Number & Name)		City	State	Zip	Cell
[REDACTED]	[REDACTED]		L.V.	NV	[REDACTED]	[REDACTED]
Relationship To You	Phone		City	State	Zip	Cell
Boyfriend	[REDACTED]		L.V.	NV	[REDACTED]	[REDACTED]
Name	Address (Street Number & Name)		City	State	Zip	Cell
[REDACTED]	[REDACTED]		L.V.	NV	[REDACTED]	[REDACTED]
Relationship To You	Phone		City	State	Zip	Cell
friend	[REDACTED]		L.V.	NV	[REDACTED]	[REDACTED]

APP 002316  
ROA 000722

**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 (1-800-775-7879) <http://www.adr.org> or JAMS arbitration organizations, which will govern the arbitration under its consumer rules: American Arbitration Association (1-800-775-7879) <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 9 month interest free repayment plan with a payment amount that never exceeds the extension payment amount. Therefore, in performing our intended 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:**

make more money / income  
downsize condo / living

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

## Co-Applicant Information

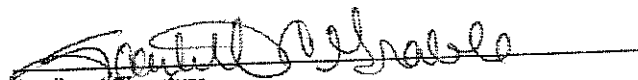
Date		State Issued ID Number		Date of Birth		Social Security #					
Last Name				First Name		Middle Name					
Home Phone				Cell Phone*		Email Address (optional)**					
Best time to call?				Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone							
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			
						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Gross Monthly Income</td> <td style="width: 50%;">Gross Monthly Obligations</td> </tr> <tr> <td style="text-align: center;">\$</td> <td style="text-align: center;">\$</td> </tr> </table>		Gross Monthly Income	Gross Monthly Obligations	\$	\$
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 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 solicitation, 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 version. 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 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

10-8-14  
Date

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

\_\_\_\_\_  
Date

**A - 25**



## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

Exam Start

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Date: 5/22/2015

Licensee Address: 1225 E CHARLESTON BLVD LAS VEGAS NV 89104

Exam as of: 5/4/2015

Borrower Name &amp;

Address: KEOSHA GOLDMAN

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?
12269-0129515	10/8/2014	\$1,320.00	5/6/2015	\$1,035.06	6&1	336.43/336.47	206.71%	YES

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

Is the loan secured? YES If so, what is the collateral? 1999 MERZ If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$1,500 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(1d)* Does the *original term* of the D/D Loan not exceed 35 days? N/A

(Applies to High-Interest Loans Only) *NRS 604A.408(1)* Does the *monthly payment amount* exceed 25% of the borrower's expected gross monthly income? N/A

(Applies High-Int Loans) *NRS 604A.425(1b)* Does the *original term* of the HIL not exceed 35 days? N/A

(Applies to Title Loans Only) *NRS 604A.408(1)* Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$6,620.00

(Applies to Title Loans Only) *NRS 604A.450(1)* Does the original term of the title loan exceed 30 days? NO

(Applies to Title Loans Only) *NRS 604A.445(1)* 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? YES How many times? *Extensions: Title-6 add'l periods: D/D & High Int Loans - 90 days* Are receipts filed? YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A.445 AND NRS 604.210 GPDA SIGNED

## Title Loan Agreement

Date: 10/8/2014

Number: 12269-0129515

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 12269-0129515			
FIRST NAME Keosha	LAST NAME Goldman		CO-CUSTOMER FIRST NAME		CO-CUSTOMER LAST NAME
[REDACTED]		CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.		
STREET ADDRESS 1300 Dusty Creek St		CO-CUSTOMER STREET ADDRESS			
City Las Vegas	STATE NV	ZIP CODE 89128	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
HOME PHONE [REDACTED]	[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)382-1002			
LICENSEE STREET ADDRESS 1225 E. Charleston Blvd		LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89104	
VEHICLE IDENTIFICATION NUMBER (VIN) 4JGAB72E6XA122085		LICENSE PLATE 1676868			
VEHICLE YEAR 1999	VEHICLE MAKE Mercedes	VEHICLE MODEL ML430	COLOR Black		

**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 \$1,320.00 ("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 05/06/2015 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) 674-5363.

**APP 002322**  
**ROA-000728**

Page 1 of 5  
 TM.TB.NV Title Loan Agreement 12.04.2014

## 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>206.7129 %</b>	<b>\$1,035.05</b>	<b>\$1,320.00</b>	<b>\$2,355.05</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$336.43	11/7/2014 and each 30 days thereafter
1	\$336.47	5/6/2015

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	\$1,320.00
1. Amount given to you directly:	\$1,300.00
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.

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 08:48 a.m.  
Elizabeth A. Brown  
Clerk of Supreme Court

Case No. 74335

District Court No. A-16-743134-J

---

APPELLANT'S APPENDIX

VOLUME 10 of 75

---

ADAM PAUL LAXALT

Attorney General

WILLIAM J. MCKEAN (Bar No.  
06740)

Chief Deputy Attorney General

DAVID J. POPE (Bar No.08617)

Senior Deputy Attorney General

VIVIENNE RAKOWSKY (Bar No.  
09160)

Deputy Attorney General

State of Nevada

Office of the Attorney General

555 East Washington Avenue

Suite 3900

Las Vegas, Nevada 89101

(702) 486-3426 (phone)

(702) 486-3416 (fax)

Email address(es)

[wmckean@ag.nv.gov](mailto:wmckean@ag.nv.gov)

[dpope@ag.nv.gov](mailto:dpope@ag.nv.gov)

[vrakowsky@ag.nv.gov](mailto:vrakowsky@ag.nv.gov)

*Attorneys for Respondent*

<b>DOCUMENT</b>	<b>VOL.</b>	<b>BATES NO.</b>
Petition for Judicial Review, September 8, 2016	1	000001 - 000023
Notice of Intent to Participate, September 19, 2016	1	000024 - 000026
Summons, September 20, 2016	1	000027 - 000030
Appendix to Exhibits to Motion for Partial Stay, September 29, 2016	1	000031 - 000183
Declaration of Patrick Reilly In Support of Motion, September 29, 2016	1	000184 - 000187
Motion for Partial Stay of Administrative Order, September 29, 2016	1	000188 - 000218
Declaration of Rickisha Hightower-Singletary, October 3, 2016	1	000219 - 000222
Motion to Vacate Order Shortening Time, October 3, 2016	2	000223 - 000295
Opposition to Motion for Partial Stay, October 5, 2016	2 - 4	000296 - 000704
Reply Memorandum in Support of Motion for Partial Stay, October 10, 2016	4	000705 - 000790
Errata to TitleMax's Memorandum in Support of Motion for Partial Stay, October 18, 2016	4	000791 - 000793
Petitioner's Notice of Transmittal of Record of Proceedings, October 18, 2016	4 - 8	000794 - 001588

<b>DOCUMENT</b>	<b>VOL.</b>	<b>BATES NO.</b>
Transmittal of Record on Appeal, October 26, 2016	8 - 72	001589 - 017090
Notice of Filing Administrative Record, October 31, 2016	73	017090 - 017098
Errata to Opposition to Motion for Partial Stay, November 3, 2016	73	017099 - 017104
Order Granting Motion for Partial Stay of Administrative Order, November 22, 2016	73	017105 - 017108
Notice of Entry of Order Granting Motion for Partial Stay of Administrative Order, November 23, 2016	73	017109 - 017115
Memorandum of Points and Authorities in Support of Petition for Judicial Review, December 15, 2016	73	017116 - 017175
Notice of Entry of Stipulation and Order to Extend Time for Filing Answering Brief, December 20, 2016	73	017176 - 017183
Errata to Transmittal of Record on Appeal, January 27, 2017	73	017184 - 017187
Respondent's Answering Brief, February 6, 2017	73	017188 - 017214
Reply in Support of Memorandum of Points and Authorities in Support of Petition for Judicial Review, March 6, 2017	73	017215 - 017243
Request for Hearing, March 17, 2017	73	017244 - 017246
Supplemental Authorities, March 24, 2017	73	017247 - 017260
Errata to Opposition to Motion to Extend Partial Stay, April 4, 2017	73	017261 - 017264

<b>DOCUMENT</b>	<b>VOL.</b>	<b>BATES NO.</b>
Reply in Support of Motion to Extend Partial Stay, April 5, 2017	73	017265 - 017276
Opposition to Supplemental Authorities, April 5, 2017	73	017277 - 017287
Renewed Motion to Extend Partial Stay, April 21, 2017	73	017288 - 017300
Opposition to Renewed Motion to Extend Partial Stay, May 5, 2017	73	017301 - 017321
Reply in Support of Renewed Motion to Extend Partial Stay, May 11, 2017	73	017322 - 017332
Reply to Opposition to Supplemental Authorities, May 11, 2017	73, 74	017333 - 017354
Order Regarding Hearing and Briefing Schedule, May 30, 2017	74	017355 - 017357
Order Granting Motion to Extend Partial Stay and Allowing Supplemental Authorities, May 31, 2017	74	017358 - 017361
Declaration of Stephen Michael Paris Regarding Information Fields, May 31, 2017	74	017362 - 017365
Declaration of Stephen Michael Paris Regarding Procedures to Safeguard Accounting and Loan Docs, May 31, 2017	74	017366 - 017369
Notice of Entry of Order Regarding Hearing and Briefing Schedule, June 1, 2017	74	017370 - 017375

<b>DOCUMENT</b>	<b>VOL.</b>	<b>BATES NO.</b>
Notice of Entry of Order Granting Motion to Extend Partial Stay, June 1, 2017	74	017373 - 017382
Supplement to Supplemental Authorities, June 16, 2017	74	017383 - 017398
Response to Petitioner's Supplement to its Supplemental Authorities, July 20, 2017	74	017399 - 017403
Notice of Entry of Order Reversing ALJ, September 22, 2017	74	017404 - 017428
Motion for Supplemental Relief, October 2, 2017	74	017429 - 017436
Opposition to Motion for Supplemental Relief, October 2, 2017	74	017437 - 017457
Notice of Appeal, October 19, 2017	74	017458 - 017486
Case Appeal Statement, October 19, 2017	74	017487 - 017491
Stipulation and Order to Change Hearing Date for Motion for Supplemental Relief, October 31, 2017	74	017492 - 017494
Notice of Entry of Stipulation and Order to Change Hearing Date for Motion for Supplemental Relief, October 31, 2017	74	017495 - 017501
Reply in Support of Motion for Supplemental Relief, November 7, 2017	74	017507 - 017522
Recorder's Transcript of August 3, 2017 Proceedings, December 11, 2017	74, 75	017523 - 017587



<b>DOCUMENT</b>	<b>VOL.</b>	<b>BATES NO.</b>
Order Granting in Part and Denying in Part Motion for Supplemental Relief, January 10, 2018	75	017588 - 017591
Notice of Entry of Order Granting in Part and Denying in Part Motion for Supplemental Relief, January 11, 2018	75	017582 - 07599

STATE OF NEVADA  
COUNTY OF Clark

Affidavit

Title Loan Agreement No.: 14369-0 1449906  
Date: 1-7-2014

Customer Name: Jose L. Uribe  
Address: 4292 Skywalker Ave.  
Las Vegas NV 89120  
Co-Borrower Name:  
Address:

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

1210 N. Boulder Highway#C  
Henderson NV 89011

Vehicle Information: VIN: 1GNEK13Z93R166833

License Plate State and No: temp

Color: Brown Year: 2003

Make: Chevrolet Model: Tahoe

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, Jose L. Uribe, 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 002079  
ROA 000485

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1GNEK13Z93R166833	YEAR 2003	MAKE CHEV	MODEL TAHOE K150	VEHICLE BODY T4W	TITLE NUMBER NV007471124
DATE ISSUED 01/07/2015	ODOMETER MILES	FUEL TYPE F	SALES TAX PD	EMPTY WT	GROSS WT
VEHICLE COLOR	ODOMETER BRAND EXEMPT			BRANDS	GVWR

### OWNER(S) NAME AND ADDRESS

URIBE JOSE LUIS  
1912 WILD JAN DR  
LAS VEGAS NV 89106-1636

### LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA DBA TITLEMAX  
1220 N BOULDER HWY  
HENDERSON NV 89011-5326

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

*[Signature]*  
SIGNATURE OF AUTHORIZED AGENT  
1210 N. Boulder Hwy, Suite C  
Henderson, NV 89011  
PRINTED NAME OF AGENT AND COMPANY

5/7/2015  
DATE



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 \_\_\_\_\_  
CONTROL NO. \_\_\_\_\_

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.

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 002080  
ROA 000486

## Contact Information

1/7/2015

Company: Titlemax (314391)  
 Contact: Laura Farris  
 E-Mail: Laura.farris@titlemax.biz

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2003 Chevrolet Tahoe LT 4D Utility 4WD

MSRP: \$41,010	VIN: 1GNEK13Z93R166833	Adj. State: National
Fin Adv: \$8,050	UVC: 2003160636	Mileage: 0
Equip Ret: \$42,685	MPG: 13/17	Mileage Cat: E
Tire Size: 265/70R16	Weight: 6800	Cylinders: 8
Base HP: 275 @ 5200	Fuel Type: Flex	Transmission: A
Taxable HP: 45.7	Wheelbase: 116.0	Drive Train: 4WD
Model Number: CK15706	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

## Wholesale Black Book values as of 1/7/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$8,100	\$5,900	\$4,200
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$8,100	\$5,900	\$4,200

## Trade In Black Book values as of 1/7/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$8,230	\$6,030	\$3,990
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$8,230	\$6,030	\$3,990

## Retail Black Book values as of 1/7/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$10,825	\$8,125	\$5,975
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$10,825	\$8,125	\$5,975

## Residual Black Book values as of 1/7/2015

	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

2nd Row Bucket Seats +100  
 Autoride Suspension +100  
 Power Sunroof +100

APP 002081  
 ROA 000487

# Cash Advance Snapshot Report

Filter ( Location: 14369 Loan: 14369-0144996 Ordered by Date)

Tm Henderson Nv #3  
1210 N. Boulder Hwy, Suite  
Henderson, NV 89011  
(702)558-6199

01/07/2015

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's		
14369-0144996	01/07/2015	Uribe, Jose Luis	B3	\$0.00	\$4,000.00	\$1,318.80	\$5,318.80	\$0.00	0		
Transaction #	Type	Trans. Date	New Due Date	Pro?	Rev?	Principal	Fees	Amt Paid	Due		
14369-0144996-1	NEL	1/7/2015 10:2		X	-	\$4,000.00	\$0.00	\$0.00	\$4,000.00		
14369-0144996-2	LOG	2/6/2015 11:0		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-3	FEE	2/6/2015 7:45		X	-	\$0.00	\$439.60	\$0.00	\$439.60		
14369-0144996-4	LOG	2/10/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-5	LOG	2/11/2015 9:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-6	LOG	2/11/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-7	LOG	2/14/2015 12:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-8	LOG	2/16/2015 12:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-9	LOG	2/21/2015 2:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-10	LOG	2/24/2015 6:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-11	LOG	2/24/2015 6:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-12	LOG	2/25/2015 12:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-13	LOG	2/25/2015 6:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-14	LOG	2/26/2015 9:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-15	LOG	2/26/2015 4:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-16	LOG	2/27/2015 9:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-17	LOG	2/28/2015 1:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-18	LOG	3/2/2015 9:35		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-19	LOG	3/3/2015 10:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-20	LOG	3/3/2015 5:11		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-21	LOG	3/4/2015 9:22		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-22	LOG	3/4/2015 5:15		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-23	LOG	3/5/2015 9:26		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-24	LOG	3/5/2015 5:59		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-25	LOG	3/6/2015 9:38		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-26	LOG	3/6/2015 5:15		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-27	LOG	3/7/2015 9:43		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-28	LOG	3/7/2015 3:00		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-29	FEE	3/8/2015		X	-	\$0.00	\$439.60	\$0.00	\$439.60		
14369-0144996-30	LOG	3/9/2015 9:22		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-31	LOG	3/9/2015 5:19		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-32	LOG	3/10/2015 9:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-33	LOG	3/10/2015 5:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-34	PMT	3/20/2015 4:1	3/8/2015	X	-	\$0.00	\$175.84	\$440.00	(\$264.16)		
14369-0144996-35	LOG	3/23/2015 6:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-36	LOG	4/6/2015 6:30		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-37	FEE	4/7/2015 7:02		X	-	\$0.00	\$263.76	\$0.00	\$263.76		
14369-0144996-38	LOG	4/8/2015 6:25		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-39	LOG	4/17/2015 5:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-40	LOG	4/17/2015 5:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-41	LOG	4/18/2015 9:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-42	LOG	4/20/2015 6:0		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-43	PMT	4/21/2015 3:2	4/7/2015	X	-	\$0.00	\$205.15	\$440.00	(\$234.85)		
14369-0144996-44	LOG	4/22/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-45	LOG	5/1/2015 4:25		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-46	LOG	5/4/2015 7:14		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-47	LOG	5/5/2015 10:0		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-48	LOG	5/6/2015 11:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0144996-49	POF	5/7/2015 12:4	5/7/2015	X	-	(\$4,000.00)	(\$205.15)	\$4,438.80	(\$4,643.95)		
14369-0144996 Totals:		1				\$0.00	\$1,318.80	\$5,318.80	\$0.00	0	
01/07/2015 Totals:		1				\$0.00	\$0.00	\$1,318.80	\$5,318.80	\$0.00	0

APP 002082

## Transaction History

## Customer

Customer: Uribe, Jose      Cust Nbr: 643517      Pay Frequency: Monthly  
 Co-Borrower Nbr:      Collateral Type: VEHICLE      Is HltList Customer: No  
 Income Amount: 1.00      Bankruptcy: N/A  
 Is Co-Borrower on the Contract: No      Is Co-Borrower is an Additional Owner: No      Owner Ship Type: N/A

## Loan

Loan Nbr: 20144996      Loan Date: 01/07/2015      Due Date : 05/07/2015  
 Loan Amt: 4000.00      DMV Fee : 0.00  
 Daily Interest: 0.0000      LOT Status: LOT 1      Interest Rate: 133.71  
 EMLV: 0

## Payment &amp; Outstanding

Principal Paid To Date: 4000.00      Interest Paid To Date: 1318.80      Penalty Fees Paid To Date: 0.00  
 Principal Outstanding: 0.00      Earned and Unpaid Interest: 0.00      Penalty Fees Due: 0.00  
 Principal Balance Remaining: 0.00  
 No. of Inst: 7      Inst Amt: 848.59      APR %: 133.71  
 Amount Due Today: 0.00

## Other Info.

Key Capture: No      Title Status: Title Received      Certificate #: 007471124  
 Refinance: (Y/N) N      Refinanced Loan Nbr:  
 Add-On Amount: 0      Opt-out of Arbitration (Y/N): N      Opt-out of Privacy Policy (Y/N): N

## Vehicle Information

Make	Model	Vin	Year	Series	BlackBook Value	Grade	Gross Income	Customer Income Information
Chevrolet	Tahoe	1GNEK13Z93R166833	2003	4 Door	0	Average 0		

## Transactional Events

Select	Loc Nbr	Loan Nbr	Trans Date	Transaction	Trans Amt	Tender type	Principal Amt	Interest	CSO	DMV	Orig Fee	NSF Fee	NSF Fee	Late Fee	Late Fee	Waived	Waived	Waived	Repos	Sale	Refund	Emp Name	Paid By
	14369	20144996	05/07/2015	Early Payoff	-4438.80	Cash	-4000.00	-438.80	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
	14369	20144996	04/21/2015	Payment	-440.00	Cash	0.00	-440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
	14369	20144996	03/20/2015	Payment	-440.00	Cash	0.00	-440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	Customer Paid
	14369	20144996	01/07/2015	Advance	4000.00	Check	4000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	

Receipt

Print History

DMV Form

VGR Form

Transfer

Cancel

## Check Details

To	Check Number	check Amt	Reprint_Check
Uribe, Jose Luis	NA	3980.00	Yes
DMV	NA	20.00	Yes

## Installment Summary

Installment	Installment Date	Payment Date	Amount	Installment Status
1	02/06/2015	03/20/2015	848.59	PAID
2	03/08/2015	04/21/2015	848.59	PAID
3	04/07/2015	05/07/2015	848.59	PAID
4	05/07/2015	05/07/2015	848.59	OPEN
5	06/06/2015	05/07/2015	848.59	OPEN
6	07/06/2015	05/07/2015	848.59	OPEN
7	08/05/2015	05/07/2015	848.55	OPEN

## Other Payments

880

## Original Schedule

Pmt #	Pmt Date	Days	Pmt	New Interest	Matured Interest	Unpaid Interest	Principal	Balance
1	02/06/2015	30	848.59	439.6000	439.6000	439.6000	408.99	3591.01
2	03/08/2015	30	848.59	394.6500	394.6500	394.6500	453.94	3137.07
3	04/07/2015	30	848.59	344.7600	344.7600	344.7600	503.83	2633.24
4	05/07/2015	30	848.59	289.3900	289.3900	289.3900	559.20	2074.04
5	06/06/2015	30	848.59	227.9400	227.9400	227.9400	620.65	1453.39
6	07/06/2015	30	848.59	159.7300	159.7300	159.7300	688.86	764.53
7	08/05/2015	30	848.55	84.0200	84.0200	84.0200	764.53	0.00

APP 002083  
ROA 000489

**Title Tracking Status**

Title Status	Transaction Date
New Loan	2015-01-07 00:00:00.0
Sent to DMV	2015-01-07 00:00:00.0
Title Received	2015-02-09 00:00:00.0

**Title Charge Off**

Charge Off Status	Transaction Date
-------------------	------------------

**Document Information**

SNO

Document Description

Document Name

Date Created

APP 002084  
ROA 000490

**Ability to Pay Summary**

Loan Number	14369-0144996
Customer Name	Jose Uribe
Is Customer a Covered Borrower	No
Requested Loan Amount	\$4,000.00
Title Fee	\$0
MLV Amount	\$4,000
Gross Monthly Income	\$2,000.00
Current and Expected Monthly Obligations	\$550.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	10.99%
Add-On to Current Loan or Multi-Car	Add On / No DMV Fee
Residual Monthly Income	\$1,450.00

**210 INSTALLMENT RATE 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	\$ 6,834
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$ 4,000
Interest Rate	10.99%
Max Cash to Customer Amount	\$ 4,000.00
Actual Cash to Customer Amount	\$ 4,000.00
Title Fee Amount	\$ -
Total Loan Amount	\$ 4,000

Amortized Loan Payment	\$848.59
Total Payback Amount	\$5,940.11
Minimum Payment to Extend	\$439.60
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$571.43

**CHOOSE THIS CASHWISE LOAN TYPE**

NV 210 Day Add-On/No DMV Fee 10.99%

APP 002085  
ROA 000491



**A - 16**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC DBA TTITLEMAX

Exam Start

Date: 5/15/2015

Licensee Address: 1210 N. BOULDER HWY, HENDERSON, NV 89012

Exam as of: 5/15/2015

Borrower Name &amp;

Address: TAMMY ASHLEY

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?
14369-0131984	10/24/2014	\$4,000.00	5/22/2015	\$2,527.41	6 & 1	932.48/932.53	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? 2006 CHEVROLET 3500 If secured by a vehicle title, is it filed and perfected? N/A

What is the borrower's expected gross monthly income? \$1,860 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.423(1a) Does the *original term* of the D/D Loan not exceed 35 days? N/A

(Applies to High-Interest Loans Only) NRS 604A.408(1) Does the *monthly payment amount* exceed 25% of the borrower's expected gross monthly income? N/A

(Applies High-Int Loans) NRS 604A.423(1b) Does the *original term* of the HIL not exceed 35 days? N/A

(Applies to Title Loans Only) NRS 604A.408(1) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$17,100.00

(Applies to Title Loans Only) NRS 604A.450(1) Does the original term of the title loan exceed 30 days? NO

(Applies to Title Loans Only) NRS 604A.445(1) 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? NO Has the loan been extended or renewed? NO How many times? 0 Extensions: Title & odd periods, D/D & High Int Loans - 90 days Are receipts filed? YES

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A.210 AND 445

GRACE PERIOD DEFERMENT \$7917.20

Revised 10-15-2008

Confidential

APP 002087  
ROA 000493

# Title Loan Agreement

Date: 10/24/2014

Number: 14369-0131984

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER: 14369-0131984</b>			
FIRST NAME Tammy		LAST NAME Ashley		CO-CUSTOMER FIRST NAME	
CO-CUSTOMER LAST NAME		CO-CUSTOMER SSN		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 7882 Wishing Well Rd		CO-CUSTOMER STREET ADDRESS			
City Las Vegas	STATE NV	ZIP CODE 89123	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)558-6199			
LICENSEE STREET ADDRESS 1210 N. Boulder Hwy, Suite C		LICENSEE CITY Henderson		LICENSEE STATE NV	LICENSEE ZIP CODE 89011
VEHICLE IDENTIFICATION NUMBER (VIN) 1GCJK33216F132848		LICENSE PLATE 553pbm			
VEHICLE YEAR 2006	VEHICLE MAKE Chevrolet	VEHICLE MODEL 3500	COLOR Grey		

**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 \$4,000.00 ("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 05/22/2015 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>170.2129 %</b>	<b>\$2,527.41</b>	<b>\$4,000.00</b>	<b>\$6,527.41</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$932.48	11/23/2014 and each 30 days thereafter
1	\$932.53	5/22/2015

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	\$4,000.00
1. Amount given to you directly:	\$4,000.00
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.

**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

Johnny Ashley 10-24-14  
Customer's Signature Date

Cynthia H 10/24/2014  
Its Authorized Agent Date

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

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Tammy Ashley	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0131984		DATE/TIME OF RECEIPT OF PAYMENT: 04/09/2015 03:07:47 PM	
LOAN AGREEMENT DATE: 10/24/2014 3:16:37 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$560.00		AGENT RECEIVING PAYMENT: Michael Burton	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$560.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$560.00
BALANCE DUE ON LOAN:	\$4,315.11
NEXT SCHEDULED DUE DATE:	4/22/2015

- ☐ 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.

Printed Name

Signature

*Tammy Ashley*



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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Tammy Ashley	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0131984		DATE/TIME OF RECEIPT OF PAYMENT: 03/06/2015 01:25:25 PM	
LOAN AGREEMENT DATE: 10/24/2014 3:16:37 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$560.00		AGENT RECEIVING PAYMENT: Crystal Mata	

## TODAY'S PAYMENT ITEMIZATION

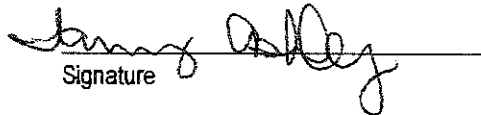
PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$560.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$560.00
BALANCE DUE ON LOAN:	\$4,240.89
NEXT SCHEDULED DUE DATE:	3/23/2015

- ☐ 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.

Printed Name

Signature



TitleMax of Nevada, Inc. d/b/a TitleMax  
1210 N. Boulder Hwy, Suite C  
Henderson, NV 89011  
(702)558-6199  
2/3/2015

Tammy Ashley  
7882 Wishing Well Rd  
Las Vegas, NV 89123

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

Dear Customer:

On 10/24/2014 3:16:37 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 11/26/2014 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 1/23/2015 ("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 2/22/2015 : (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 \$956.53. The total of payments or the remaining balance on the original transaction is \$4,782.64. You made the following payment(s) on the loan:

Date:	11/26/2014	Amount:	\$560.00
Date:	12/24/2014	Amount:	\$560.00

UNITED STATES POSTAL SERVICE **Titlemax** Certificate of Mailing  
This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

1210 N. Boulder Highway #C  
Henderson, NV 89011  
702.558.6199

To: TAMMY ASHLEY  
7882 WISHING WELL RD  
LAS VEGAS, NV 89123

1000  
HENDERSON MAIN  
FEB - 3 2015  
00050156-11  
U.S. POSTAGE  
PAID  
HENDERSON, NV  
89015  
FEB 03 15  
AMOUNT

before 2/22/2015 will be \$956.53.

Nevada law: (1) you must enter into the  
unless we allow a longer period; (2) we  
enter the date of default, unless you agree  
payment of not more than 20 percent of

APP 002095  
ROA 000501

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 \$4,782.64 ; (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 (210 day loan)

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Tammy Ashley
LOAN AGREEMENT IDENTIFICATION NO. 14369-0131984		DATE/TIME OF RECEIPT OF PAYMENT: 12/24/2014 11:56:23 AM
LOAN AGREEMENT DATE: 10/24/2014 3:16:37 PM  If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$560.00	AGENT RECEIVING PAYMENT: Crystal Mata	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$560.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$560.00
BALANCE DUE ON LOAN:	\$4,017.85
NEXT SCHEDULED DUE DATE:	1/22/2015

- ☐ 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.

Printed Name

Signature

*Tammy Ashley*

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Tammy Ashley
LOAN AGREEMENT IDENTIFICATION NO. 14369-0131984		DATE/TIME OF RECEIPT OF PAYMENT: 11/26/2014 10:49:47 AM
LOAN AGREEMENT DATE: 10/24/2014 3:16:37 PM  If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$560.00	AGENT RECEIVING PAYMENT: Crystal Mata	

## TODAY'S PAYMENT ITEMIZATION

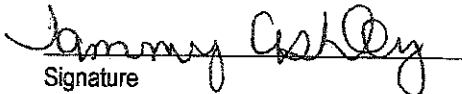
PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$560.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$560.00
BALANCE DUE ON LOAN:	\$4,055.56
NEXT SCHEDULED DUE DATE:	12/23/2014

- ☐ 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.

Printed Name

Signature



ax of Nevada, Inc. d/b/a TitleM  
1210 N. Boulder Hwy, Suite C  
Henderson, NV 89011  
(702)558-6199  
2/3/2015

Tammy Ashley  
7882 Wishing Well Rd  
Las Vegas, NV 89123

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

Dear Customer:

On 10/24/2014 3:16:37 PM you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on 11/26/2014 you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 1/23/2015 ("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 2/22/2015 : (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 \$956.53. The total of payments or the remaining balance on the original transaction is \$4,782.64. You made the following payment(s) on the loan:

Date:	11/26/2014	Amount:	\$560.00
Date:	12/24/2014	Amount:	\$560.00

UNITED STATES POSTAL SERVICE **Titlemax** Certificate of Mailing  
This Certificate of Mailing provides evidence that mail has been presented to USPS for mailing.  
This form may be used for domestic and international mail.

1210 N. Boulder Highway #C  
Henderson, NV 89011  
702.558.6199

To: TAMMY ASHLEY  
7882 WISHING WELL RD  
LAS VEGAS, NV 89123

1000  
UNITED STATES POSTAL SERVICE  
HENDERSON MAIN  
FEB - 3 2015  
00056156-11  
\$1.30  
U.S. POSTAGE  
PAID  
HENDERSON, NV  
89015  
FEB 03 15  
AMOUNT

before 2/22/2015 will be \$956.53.

Nevada law: (1) you must enter into the  
unless we allow a longer period; (2) we  
alter the date of default, unless you agree  
payment of not more than 20 percent of

APP 002099  
ROA 000505

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14369-0131984

Customer Name: Tammy Ashley Address: 7882 Wishing Well Rd Las Vegas, NV 89123  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 1210 N. Boulder Hwy, Suite C Henderson, NV 89011  Vehicle Information: 2006 Chevrolet 3500 1GCJK33216F132848
--	--

**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 10/24/2014 ("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	\$559.60	11/23/2014
2	\$559.60	12/23/2014
3	\$559.60	1/22/2015
4	\$559.60	2/21/2015
5	\$559.60	3/23/2015
6	\$559.60	4/22/2015
7	\$559.60	5/22/2015
8	\$571.43	6/21/2015
9	\$571.43	7/21/2015
10	\$571.43	8/20/2015
11	\$571.43	9/19/2015
12	\$571.43	10/19/2015
13	\$571.43	11/18/2015
14	\$571.42	12/18/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$7,917.20

**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.



**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 002102  
ROA 000508

Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 14369-00131984  
Date: 10-24-2014

Customer Name: Tammy Ashley  
Address: 7882 Wishing Well Rd.  
Las Vegas NV 89123  
Co-Borrower Name:  
Address:

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

1210 N. Boulder Highway #C  
Henderson NV 89011

Vehicle Information: VIN: 1GCJK33218F132848  
License Plate State and No: 553PBM Color: Grey Year: 2006 Make: Chevrolet Model: 3500

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, Tammy Ashley, 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: Tammy Ashley

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

APP 002103  
ROA 000509

# Customer Application

## Personal Information

Date 10-24-14	State Issued ID Number [REDACTED]	Date of Birth [REDACTED]	Social Security # [REDACTED]
Last Name Ashley	First Name Jimmy	Middle Name Ray	
Home Phone 702-338-2456	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) 7882 Wishing Well Rd			
City Las Vegas			Apt # [REDACTED]
State NV			Zip 89123
County Clark			
Mailing Address (if different from physical address) 7882 Wishing Well Rd			
City Las Vegas			Zip 89123
State NV			

## Source of Income

Employer * (Source of Income) SSI	Employer Address (Street Number & Name) [REDACTED]		
City [REDACTED]	State [REDACTED]	Zip [REDACTED]	
Work Phone # [REDACTED]	Title [REDACTED]	Supervisor [REDACTED]	
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 checked="" type="checkbox"/> Monthly (1 <sup>st</sup> day) <input type="checkbox"/> Monthly (3 <sup>rd</sup> day) <input type="checkbox"/> Self-Employed			Next Pay 11/1
*Alimony, child support or separate maintenance income need not be revealed if you do not wish to Alimony, child support, or separate maintenance received under: <input type="checkbox"/> court order <input type="checkbox"/> written agreement Are you currently in bankruptcy? <input type="checkbox"/> yes <input checked="" type="checkbox"/> no			

Have her  
sign grace  
defferment  
agreement

## Credit References

[REDACTED]	Phone # 1-800
Address (Street Number & Name) [REDACTED]	City [REDACTED]
State [REDACTED]	
[REDACTED]	Phone # [REDACTED]
Address (Street Number & Name) [REDACTED]	City [REDACTED]
State [REDACTED]	Zip [REDACTED]

## Personal References

[REDACTED]	City Las Vegas	State NV	Zip 89145
Relationship To You Sister	Phone [REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	State TX	Zip 79109	
Relationship To You Grandmother	[REDACTED]	Cell Same	
[REDACTED]	State NV	Zip 89145	
Relationship To You [REDACTED]	Phone [REDACTED]	[REDACTED]	[REDACTED]
Name [REDACTED]	Address [REDACTED]	State [REDACTED]	Zip [REDACTED]
Relationship To You Brother	[REDACTED]	[REDACTED]	[REDACTED]

APP 002104  
ROA 000510

## 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 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 002105  
ROA 000511

**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

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.

Johnny R. Ashley  
Applicant Signature

10-24-14  
Date

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

\_\_\_\_\_  
Date

APP 002107  
ROA 000513

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 16C3K33216F132848 YEAR 2006 MAKE CHEV MODEL SILVERADO VEHICLE BODY TCM TITLE NUMBER NV007182343  
 DATE ISSUED 08/25/2014 ODOMETER MILES 16 FUEL TYPE D SALES TAX PD EMPTY WT 6322 GROSS WT 10200 GVWR  
 VEHICLE COLOR ODOMETER BRAND ACTUAL MILES BRANDS

### OWNER(S) NAME AND ADDRESS

ASHLEY BENJAMIN F  
 ASHLEY TAMMY KAY  
 7882 WISHING WELL RD  
 LAS VEGAS NV 89123-2013

OR

### LIENHOLDER NAME AND ADDRESS

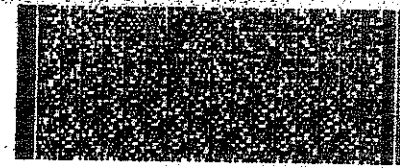
TITLEMAX OF NEVADA DBA TITLEMAX  
 1210 N. BOULDER HIGHWAY C  
 HENDERSON NV 89011

*[Handwritten signature]* 11/15

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.

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.  
 2095678C  
 (THIS IS NOT A TITLE NO.)

VP-2 (REV. 8/10)

ALTERATION OR ERASURE VOIDS THIS TITLE

APR 002106  
 ROA 000514

## Contact Information

10/29/2014

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Laura Farris

Fax:

E-Mail: Laura.farris@titlemax.biz

## Notes

## Vehicle Info For 2006 Chevrolet Silverado 3500 LT Crew Cab 4WD

MSRP: \$33,400	VIN: 1GCJK33216F132848	Adj. State: National
Fin Adv: \$22,775	UVC: 2006160794	Mileage: 0
Equip Ret: \$38,035	MPG: —/—	Mileage Cat: D
Tire Size: 215/85R16	Weight: 9900	Cylinders: 8
Base HP: 300 @ 4400	Fuel Type: Diesel	Transmission: A
Taxable HP: 52.7	Wheelbase: 167.0	Drive Train: 4WD
Model Number: CK35943	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

## Wholesale Black Book values as of 10/29/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$18,550	\$15,200	\$12,800
Options	N/A	\$4,300	\$4,300	\$4,300
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$22,850	\$19,500	\$17,100

## Trade In Black Book values as of 10/29/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$18,815	\$15,465	\$12,095
Options	N/A	\$4,300	\$4,300	\$4,300
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$23,115	\$19,765	\$16,395

## Retail Black Book values as of 10/29/2014

X-CL	Clean	Average	Rough
------	-------	---------	-------

APP 002109  
ROA 000515



	X-CL	Clean	Average	Rough
Base	N/A	\$21,975	\$18,325	\$15,225
Options	N/A	\$4,300	\$4,300	\$4,300
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$26,275	\$22,625	\$19,525

## Residual Black Book values as of 10/29/2014

	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

8100 V8 0

Cab &amp; Chassis -100

Chrome Package +100

✓ Duramax Diesel +4300

Entertainment System +100

Flat Dump +1700

Flat/Stake Bed +900

Hydric Hook Wrecker +2700

Landscape Body +600

Leather +600

Liftgate +600

Power Sunroof +250

Pwr/Htd/Lth Seats +1400

Refrigerated Body +2000

Rollback Wrecker +4000

Util/Work Body +900

Van/Box Body +600

w/o AT - Exc Diesel -850

w/o Dual Rear Wheels -200

APP 002110  
ROA 000516

**Ability to Pay Summary**

Loan Number	14369-0131984
Customer Name	Tammy Ashley
Is Customer a Covered Borrower	No
Requested Loan Amount	\$4,000.00
Title Fee	\$0
MLV Amount	\$9,200
Gross Monthly Income	\$1,860.00
Current and Expected Monthly Obligations	\$500.00
Other TitleMax Loan Payment	\$386.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$974.00

**210 INSTALLMENT RATE 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	\$	4,178
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	9,200
Interest Rate		13.99%
Max Cash to Customer Amount	\$	4,178.00
Actual Cash to Customer Amount	\$	4,000.00
Title Fee Amount	\$	-
Total Loan Amount	\$	4,000

Amortized Loan Payment	\$932.48
Total Payback Amount	\$6,527.39
Minimum Payment to Extend	\$559.60
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$571.43

**CHOOSE THIS CASHWISE LOAN TYPE**

NV 210 Day Add-On/No DMV Fee 13.99%

APP 002111  
ROA 000517

# Cash Advance Snapshot Report

Filter ( Location: 14369 Loan: 14369-0131984 Ordered by Date)

Tm Henderson Nv #3  
1210 N. Boulder Hwy, Suite  
Henderson, NV 89011  
(702)558-6199

10/24/2014

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's
14369-0131984	10/24/2014	Ashley, Tammy	B7	\$6,527.41	\$4,000.00	\$3,357.60	\$2,800.00	\$4,557.60	0
Transaction #	Type	Trans. Date	New Due Date	Pro?	Rev?	Principal	Fees	Amt Paid	Due
14369-0131984-1	NEL	10/24/2014 3:		X	-	\$4,000.00	\$0.00	\$0.00	\$4,000.00
14369-0131984-2	LOG	11/21/2014 1		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984-3	FEE	11/23/2014		X	-	\$0.00	\$559.60	\$0.00	\$559.60
14369-0131984-4	PMT	11/26/2014 1	12/23/2014	X	-	\$0.00	\$55.96	\$560.00	(\$504.04)
14369-0131984-5	FEE	12/23/2014 7:		X	-	\$0.00	\$503.64	\$0.00	\$503.64
14369-0131984-6	PMT	12/24/2014 1	1/22/2015	X	-	\$0.00	\$18.65	\$560.00	(\$541.35)
14369-0131984-7	FEE	1/22/2015 7:4		X	-	\$0.00	\$540.95	\$0.00	\$540.95
14369-0131984-8	LOG	1/23/2015 9:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984-9	LOG	1/23/2015 9:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984-10	PMT	2/6/2015 2:45	2/21/2015	X	-	\$0.00	\$279.80	\$560.00	(\$280.20)
14369-0131984-11	FEE	2/21/2015 4:5		X	-	\$0.00	\$279.80	\$0.00	\$279.80
14369-0131984-12	LOG	2/23/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984-13	LOG	2/26/2015 5:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984-14	LOG	3/5/2015 6:06		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984-15	PMT	3/6/2015 1:25	3/23/2015	X	-	\$0.00	\$242.49	\$560.00	(\$317.51)
14369-0131984-16	FEE	3/23/2015 7:2		X	-	\$0.00	\$317.11	\$0.00	\$317.11
14369-0131984-17	LOG	3/24/2015 3:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984-18	LOG	4/3/2015 1:28		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984-19	PMT	4/9/2015 3:07	4/22/2015	X	-	\$0.00	\$317.11	\$560.00	(\$242.89)
14369-0131984-20	LOG	4/9/2015 6:34		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984-21	LOG	4/21/2015 12:		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984-22	FEE	4/22/2015 7:1		X	-	\$0.00	\$242.49	\$0.00	\$242.49
14369-0131984-23	LOG	5/4/2015 7:19		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984-24	LOG	5/8/2015 7:02		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0131984 Totals:		1				\$4,000.00	\$3,357.60	\$2,800.00	\$4,557.60 0
10/24/2014 Totals:				1		\$6,527.41	\$4,000.00	\$3,357.60	\$2,800.00 \$4,557.60 0

**A - 17**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX

Exam Start

Date: 5/15/2015

Licensee Address: 1210 N. BOULDER HWY, HENDERSON, NV 89012

Exam as of: 5/15/2015

Borrower Name &amp;

Address: KATHRYN ANN SAINT

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?
14369-0157667	3/25/2015	\$3,020.00	10/21/2015	\$1,464.79	6 & 1	640.68/640.71	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? 2002 MERCEDES ML320 If secured by a vehicle title, is it filed and perfected? N/A

What is the borrower's expected gross monthly income? \$3,800 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)

NRS 604A.408(1)

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?

NRS 604A.425(1b)

(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) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$7,525.00

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 (2g)? 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: DVD & High Int Loans - 90 days

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A.210 AND 445

GRACE PERIOD DEFERMENT \$5343.30

Revised 10-15-2008

Confidential

APP 002114  
ROA 000520

# Title Loan Agreement

Date: 3/25/2015

Number: 14369-0157667

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14369-0157667			
FIRST NAME Kathryn		LAST NAME Saint		CO-CUSTOMER FIRST NAME	
				CO-CUSTOMER LAST NAME	
		CO-CUSTOMER SSN		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 631 N. Stephanie St.		CO-CUSTOMER STREET ADDRESS			
City Henderson	STATE NV	ZIP CODE 89011	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 (702)558-6199			
LICENSEE STREET ADDRESS 1210 N. Boulder Hwy, Suite C		LICENSEE CITY Henderson		LICENSEE STATE NV	LICENSEE ZIP CODE 89011
VEHICLE IDENTIFICATION NUMBER (VIN) 4JGAB54E42A316866		LICENSE PLATE 989WNA			
VEHICLE YEAR 2002	VEHICLE MAKE Mercedes	VEHICLE MODEL ML320	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 0.3663% from the date of this Loan Agreement until 10/21/2015 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

**ANNUAL  
PERCENTAGE RATE**The cost of your credit as a  
yearly rate.**133.7129 %****FINANCE CHARGE**The dollar amount the credit  
will cost you.**\$1,464.79****Amount Financed**The amount of credit  
provided to you or on your  
behalf.**\$3,020.00****Total of Payments**The amount you will have  
paid after you have made all  
payments as scheduled.**\$4,484.79**

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$640.68	4/24/2015 and each 30 days thereafter
1	\$640.71	10/21/2015

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 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.

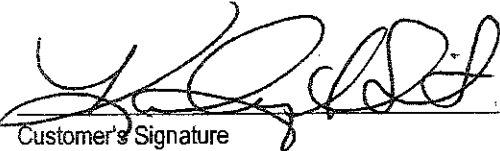
8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations 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.

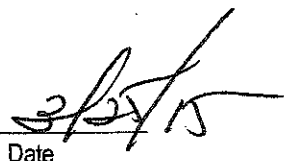
9. **OPT-OUT PROCESS.** You may choose to opt-out of this Arbitration Provision but only by following the process set-forth below. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days of the loan date at the following address: 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.

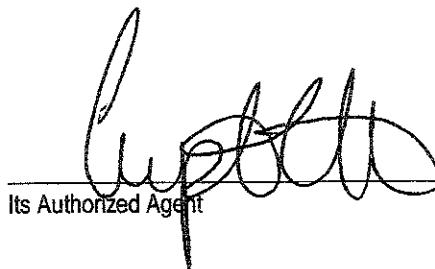
**Acknowledgments.** This Loan Agreement contains a binding **Waiver of Jury Trial and Arbitration Provision**. By signing this Loan Agreement you acknowledge that it was filled in before you did so and that you received a completed copy of it. You agree that the information you provided before entering 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

  
Date

  
Its Authorized Agent

  
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 1210 N. BOULDER HWY, Henderson, Nevada 89011.		PAYMENT MADE ON BEHALF OF OR BY: KATHRYN ANN SAINT 631 N. Stephanie St., Henderson, NV, 89011	
LOAN AGREEMENT IDENTIFICATION NO. 20157667-14369  LOAN AGREEMENT DATE: 03/25/2015  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 05/16/2015 16:00:03	
AMOUNT PAID: 335.00		AGENT RECEIVING PAYMENT: Michael Burton	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID: \$ 0.00  
INTEREST PAID: \$ 335.00  
CHARGES PAID: \$ 0.00  
FEES PAID: \$ 0.00  
TOTAL AMOUNT PAID TODAY: \$ 335.00  
UNPAID INTEREST: \$ 184.97  
BALANCE DUE ON LOAN: \$ 3204.97  
NEXT SCHEDULED DUE DATE: 05/24/2015

- ☐ 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.

Printed Name

Signature

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14369-0157867

<b>Customer Name:</b> Kathryn Saint <b>Address:</b> 631 N. Stephanie St. Henderson, NV 89011  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 1210 N. Boulder Hwy, Suite C Henderson, NV 89011  <b>Vehicle Information:</b> 2002 Mercedes ML320 4JGAB54E42A316866
---	---

**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 03/25/2015 ("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	\$331.90	4/24/2015
2	\$331.90	5/24/2015
3	\$331.90	6/23/2015
4	\$331.90	7/23/2015
5	\$331.90	8/22/2015
6	\$331.90	9/21/2015
7	\$331.90	10/21/2015
8	\$431.43	11/20/2015
9	\$431.43	12/20/2015
10	\$431.43	1/19/2016
11	\$431.43	2/18/2016
12	\$431.43	3/19/2016
13	\$431.43	4/18/2016
14	\$431.42	5/18/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$5,343.30

**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 0.3663% 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.

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.

Page 4 of 4

APP 002124  
ROA 000530

## Personal Information

Date	3/25/15		
Last Name	First Name	Middle Name	
Saint	Kathryn	Ann	
Home Phone	Cell Phone	Email Address (optional)	
	Same		
Which number do you prefer that we call?			
<input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone			
Physical Address (Street Number & Name)			
10510 Whitney Ranch Rd.			
City	State	Zip	Apt #
Henderson	Nevada	89014	3315
County			
Clark			
Mailing Address (if different from physical address)			
631 N. Stephanie #405			
City	State	Zip	
Henderson	Nevada	89014	

## Source of Income

City				State	Zip	Time at Job?
Las Vegas				NV	89109	5 years
Title				Supervisor		
Makeup Artist				Belen Gamba		
Pay Frequency: (check one)				Next Payday	Current and Expected	Work Shift
<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				3/27/15	Gross Monthly Income \$3800	Gross Monthly Obligations \$1400
*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						

Address (Street Number & Name)				City	State	Zip
Boulding				Henderson	NV	89011
Business Name				Phone #		
Credit						
Address (Street Number & Name)				City	State	Zip

## Personal References

Address (Street Number & Name)				City	State	Zip
Las Vegas				NV	89014	
Relationship To You				Phone	Cell	
Friend						
Address (Street Number & Name)				City	State	Zip
Las Vegas, NV						
Relationship To You				Phone	Cell	
Friend						
Address (Street Number & Name)				City	State	Zip
Las Vegas NV						
Relationship To You				Phone	Cell	
Friend						
Address (Street Number & Name)				City	State	Zip
Las Vegas NV						
Relationship To You				Phone	Cell	
Friend						

APP 002125  
ROA 000531



## 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			
					Other: <u>Nevada Title Loan</u>		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 you 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 002126  
ROA 000532

**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.

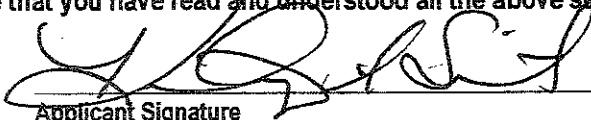
**Updates:** You agree to inform us of any changes to the information contained in this Customer Application throughout the course of your business relationship with us.

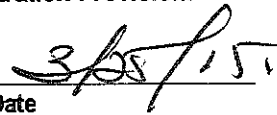
#### **Ability to Repay Verification.**

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, 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

  
Date

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

\_\_\_\_\_  
Date

Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 14369-0157667  
Date: 3-25-2015

Customer Name: Kathryn Ann Saint  
Address: 1050 W. Whitney Ranch  
Henderson NV 89074  
Co-Borrower Name:  
Address:

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

1210 N. Boulder Highway #C

Vehicle Information: VIN: 4JGAB54E42A316866

License Plate State and No: 989WNA Color: White Year: 2002 Make: Mercedes Model: ML320

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, Kathryn Ann Saint, 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 002129  
ROA 000535

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 4JGAB54E42A316866  
 DATE ISSUED 03/11/2015  
 VEHICLE COLOR  
 YEAR 2002  
 MAKE MERZ  
 FUEL TYPE G  
 MODEL ML320  
 SALES TAX PD  
 VEHICLE BODY T4W  
 EMPTY WT  
 BRANDS  
 TITLE NUMBER NV007615750  
 GROSS WT  
 GVWR 5999  
 ODOMETER MILES  
 ODOMETER BRAND EXEMPT

### OWNER(S) NAME AND ADDRESS

TISA KATHRYN ANN  
 1050 W WHITNEY RANCH  
 HENDERSON NV 89074

### LIENHOLDER NAME AND ADDRESS

NEVADA TITLE AND PAYDAY LOANS, INC  
 1708 N BOULDER HWY  
 HENDERSON NV 89015

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

SIGNATURE OF AUTHORIZED AGENT

3/25/15  
 DATE Nevada Title and  
 Payday Loans, Inc.  
 1708 North Boulder Hwy  
 Henderson, NV 89015

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.

24588730

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

STATE OF NEVADA

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 002130  
 ROA 000536

## Contact Information

3/25/2015

Company: Titlemax (314391)  
 Contact: Laura Farris  
 E-Mail: Laura.farris@titlemax.biz

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2002 Mercedes-Benz M Class ML320 4D Utility

MSRP: \$36,300	VIN: 4JGAB54E42A316886	Adj. State: National
Fin Adv: \$5,125	UVC: 2002560078	Mileage: 0
Equip Ret: \$43,748	MPG: 15/19	Mileage Cat: E
Tire Size: 255/60R17	Weight: 4786	Cylinders: 6
Base HP: 215 @ 5600	Fuel Type: Gas	Transmission: A
Taxable HP: 30.1	Wheelbase: 111.0	Drive Train: 4WD
Model Number: ML320	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC LTH SR		

## Wholesale Black Book values as of 3/25/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$5,150	\$2,950	\$1,900
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$5,150	\$2,950	\$1,900

## Trade In Black Book values as of 3/25/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$5,280	\$3,080	\$1,860
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$5,280	\$3,080	\$1,860

## Retail Black Book values as of 3/25/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$7,525	\$4,725	\$3,300
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$7,525	\$4,725	\$3,300

## Residual Black Book values as of 3/25/2015

	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

Sport +150  
 w/o Leather -1000  
 w/o Sunroof -100

APP 002131  
 ROA 000537

# Cash Advance Snapshot Report

Filter ( Location: 14369 Loan: 14369-0157667 Ordered by Date)

Tm Henderson Nv #3  
1210 N. Boulder Hwy, Suite  
Henderson, NV 89011  
(702)558-6199

03/25/2015

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's
14369-0157667	03/25/2015	Saint, Kathryn Ann	A3	\$4,484.79	\$3,020.00	\$331.90	\$0.00	\$3,351.90	0
<i>Transaction #</i>	<i>Type</i>	<i>Trans. Date</i>	<i>New Due Date</i>	<i>Pro?</i>	<i>Rev?</i>	<i>Principal</i>	<i>Fees</i>	<i>Amt Paid</i>	<i>Due</i>
14369-0157667-1	NEL	3/25/2015 2:5		X	-	\$3,020.00	\$0.00	\$0.00	\$3,020.00
14369-0157667-2	LOG	4/23/2015 7:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0157667-3	LOG	4/24/2015 4:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0157667-4	FEE	4/24/2015 7:2		X	-	\$0.00	\$331.90	\$0.00	\$331.90
14369-0157667-5	LOG	5/7/2015 2:11		X	-	\$0.00	\$0.00	\$0.00	\$0.00
14369-0157667 Totals:	1					\$3,020.00	\$331.90	\$0.00	\$3,351.90
03/25/2015 Totals:	1					\$4,484.79	\$3,020.00	\$331.90	\$0.00
								\$3,351.90	0

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

1210 N. BOULDER HWY  
Henderson, NV 89011  
(702)558-6199  
05/11/2015

KATHRYN ANN SAINT  
631 N. Stephanie St.  
Henderson, NV 89011

Re: Opportunity to Enter into a Repayment Plan

Dear Customer:

On 03/25/2015 you entered a Title Loan Agreement ("Loan Agreement") with TitleMax of Nevada, Inc. d/b/a TitleMax, and, if applicable, on N/A you entered a Grace Period Payments Deferment Agreement with TitleMax of Nevada, Inc. d/b/a TitleMax. On 04/25/2015 ("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 05/24/2015 : (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 \$ 707.99. The total of payments or the remaining balance on the original transaction is \$ 2831.98. You made the following payment(s) on the loan:

Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____

Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____
Date: _____	Amount \$ _____

The total amount due if you enter into \$ 707.99.

Under the terms of any Repayment Plan Repayment Plan not later than 30 day we will allow the period for repayment agree to a shorter term; and (3) we rr percent of the total amount due under

TM.TB.NV.Opportunity.to.enter.info.repayment.pla



Titlemax Certificate Of Mailing  
This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.  
This form may be used for domestic and international mail.

From: 1210 N. Boulder Highway #C  
Henderson, NV 89011

To: Kathryn Ann Saint  
631 N. Stephanie St.  
Henderson NV 89011

702.558.6199  
MAY 11 2015  
HENDERSON, NV

APP 002133

PS Form 3817, April 2007 PSN 7530-02-000-9005  
ROA 000539

U.S. POSTAGE  
PAID  
HENDERSON, NV  
89011  
MAY 11, 15  
AMOUNT  
\$1.30





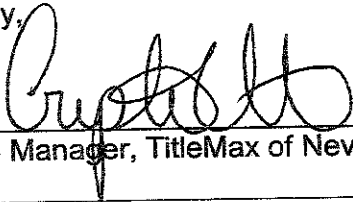
If you enter into a Repayment Plan, we will honor the terms and we will not charge any other amount as an incident to or as a condition of entering into a Repayment Plan. Such an amount includes, without limitation: (1) any interest, regardless of the name given to the interest, other than the interest 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 \$ 3539.97; (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.**

### Ability to Pay Summary

Loan Number	14369-0157667
Customer Name	Kathryn Saint
Is Customer a Covered Borrower	No
Requested Loan Amount	\$3,000.00
Title Fee	\$20
MLV Amount	\$3,000
Gross Monthly Income	\$3,800.00
Current and Expected Monthly Obligations	\$1,400.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$2,400.00

### 210 INSTALLMENT RATE STRUCTURE

Tiers	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	\$	3,020
Interest Rate		14.99%
Max Cash to Customer Amount	\$	3,000.00
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 THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 14.99%

APP 002135  
ROA 000541

## Transaction History

## Customer

Customer: Saint, Kathryn

Cust Nbr: 624077

Pay Frequency: Monthly

Co-Borrower Nbr:

Collateral Type: VEHICLE

Is HiList Customer: No

Income Amount: 1.00

Bankruptcy: N/A

Is Co-Borrower on the Contract: No

Is Co-Borrower is an Additional Owner: No

Owner Ship Type: N/A

## Loan

Loan Nbr: 20157667

Loan Date: 03/25/2015

Due Date : 05/24/2015

Loan Amt: 3020.00

DMV Fee : 0.00

Daily Interest : 11.0631

LOT Status: LOT 1

Interest Rate: 133.71

EMLV: 0

## Payment &amp; Outstanding

Principal Paid To Date: 0.00

Interest Paid To Date: 335.00

Penalty Fees Paid To Date: 0.00

Principal Outstanding: 3020.00

Earned and Unpaid Interest: 251.35

Penalty Fees Due: 0.00

Principal Balance Remaining: 3020.00

No. of Inst: 14

Inst Amt: 640.68

APR %: 133.71

Amount Due Today: 3271.35

## Other Info.

Key Capture: No

Title Status: Sent to DMV

Certificate #: 007615750

Refinance: (Y/N) N

Refinanced Loan Nbr:

Add-On Amount: 0

Opt-out of Arbitration (Y/N): N

Opt-out of Privacy Policy (Y/N): N

## Vehicle Information

Make	Model	Vin	Year	Series	BlackBook Value	Grade	Customer Income Information Gross Income
Mercedes	ML320	4JGAB54E42A316866	2002	4 Door	0	Average 0	

## Transactional Events

Select	Loc Nbr	Loan Mbr	Trans Date	Transaction	Trans Amt	Tender type	Principal Amt	Interest	CSO	DMV	Orig Fee	NSF Fee	Waived NSF Fee	Late Fee	Waived Late Fee	Waived Repo Fee	Sale Fee	Refund Amt	Emp Name	Paid By
<input type="radio"/>	14369	20157667	05/16/2015	Payment	-335.00	Cash	0.00	-335.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Burton, Michael	Customer Paid
<input type="radio"/>	14369	20157667	05/11/2015	Printed OERP letter-	-3539.97		-3020.00	-519.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Mata, Crystal	
<input type="radio"/>	14369	20157667	05/11/2015	Printed OERP letter-	-3539.97		-3020.00	-519.97	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	Mata, Crystal	
<input type="radio"/>	14369	20157667	03/25/2015	Advance	3020.00	Check	3020.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	System, TLX	

Receipt

Pmt History

DMV Form

VGR Form

Print Statement

Cancel

## Check Details

To	Check Number	check Amt	Reprint_Check
Saint, Kathryn Ann	NA	3000.00	Yes
DMV	NA	20.00	Yes

## Installment Summary

Installment	Installment Date	Payment Date	Amount	Installment Status
1	04/24/2015	05/16/2015	331.90	PAID
2	05/24/2015	05/24/2015	331.90	OPEN
3	06/23/2015	06/23/2015	331.90	OPEN
4	07/23/2015	07/23/2015	331.90	OPEN
5	08/22/2015	08/22/2015	331.90	OPEN
6	09/21/2015	09/21/2015	331.90	OPEN
7	10/21/2015	10/21/2015	331.90	OPEN
8	11/20/2015	11/20/2015	431.43	OPEN
9	12/20/2015	12/20/2015	431.43	OPEN
10	01/19/2016	01/19/2016	431.43	OPEN
11	02/18/2016	02/18/2016	431.43	OPEN
12	03/19/2016	03/19/2016	431.43	OPEN
13	04/18/2016	04/18/2016	431.43	OPEN
14	05/18/2016	05/18/2016	431.42	OPEN

## Other Payments

335

## Original Schedule

Pmt #	Pmt Date	Days	Pmt	New Interest	Matured Interest	Unpaid Interest	Principal	Balance
1	04/24/2015	30	640.68	331.9000	331.9000	331.9000	308.78	2711.22
2	05/24/2015	30	640.68	297.9600	297.9600	297.9600	342.72	2368.50
3	06/23/2015	30	640.68	260.3000	260.3000	260.3000	380.38	1988.12
4	07/23/2015	30	640.68	218.4900	218.4900	218.4900	422.19	1565.93

APP 002136  
ROA 000542

5	08/22/2015	30	640.68	172.1000	172.1000	172.1000	468.58	1097.35
6	09/21/2015	30	640.68	120.6000	120.6000	120.6000	520.08	577.27
7	10/21/2015	30	640.71	63.4400	63.4400	63.4400	577.27	0.00
Title Tracking Status								
Title Status				Transaction Date				
New Loan				2015-03-25 00:00:00.0				
Sent to DMV				2015-04-10 00:00:00.0				
Title Charge Off								
Charge Off Status				Transaction Date				
Document Information								
SNO	Document Description			Document Name			Date Created	
1	Receipt with signature			Scan1431813298255840973481.pdf			05/16/2015	
2	Opportunity to Enter into a Repayment Plan			Scan14321513035882136074983.pdf			05/20/2015	

APP 002137  
ROA 000543

**A - 18**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC DBA TITLEMAX

Exam Start

Date: 5/15/2015

Licensee Address: 1210 N. BOULDER HWY, HENDERSON, NV 89012

Exam as of: 5/15/2015

Borrower Name &amp;

Address: CHARLES DAVIDSON

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?
14369-0149756	2/3/2015	\$3,020.00	10/21/2015	\$1,464.79	6 & 1	640.68/640.71	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? 2006 NISSAN TITAN XE If secured by a vehicle title, is it filed and perfected? N/A

What is the borrower's expected gross monthly income? \$3,500 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: \$6,800.00

(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? 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 \$6,831.20

Revised 10-15-2008

Confidential

APP 002139  
ROA 000545

Date: 2/3/2015

## Title Loan Agreement

Number: 14369-0149756

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14369-0149756	
FIRST NAME Charles	LAST NAME Davidson	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
DRIVERS LIC./STATE ID. NO.		CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 215 Zinc St Apt A		CO-CUSTOMER STREET ADDRESS	
City Henderson	STATE NV	ZIP CODE 89015	CO-CUSTOMER CITY CO-CUSTOMER STATE CO-CUSTOMER ZIP CODE
HOME PHONE		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)558-6199	
LICENSEE STREET ADDRESS 1210 N. Boulder Hwy, Suite C		LICENSEE CITY Henderson	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1N6AA07A06N570458		LICENSEE ZIP CODE 89011	
VEHICLE YEAR 2006		VEHICLE MAKE NISSAN	VEHICLE MODEL TITAN
		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 \$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 0.333% from the date of this Loan Agreement until 09/01/2015 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) 804-5348

APP 002140

Page 1 of 5  
TM.TB.NV.incentive 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>133.7129 %</b>	<b>\$1,464.79</b>	<b>\$3,020.00</b>	<b>\$4,484.79</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$640.68	4/24/2015 and each 30 days thereafter
1	\$640.71	10/21/2015

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.

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 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 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

Charles David 2-3-15  
Customer's Signature Date

Michael Burton 2-3-15  
Its Authorized Agent Date

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

**Affidavit**

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 14369-0149156  
Date: 2-3-2015

Customer Name: **CHARLES JAMES DAVIDSON**  
Address: **215 ZINC ST APT A**  
**HENDERSON, NV 89015**  
Co-Borrower Name:  
Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlemax  
Address: **APP 002144**  
**1210 N Boulder Hwy Suite**  
**Henderson NV 89011 ROA 000550**

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Charles Davidson	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0149756		DATE/TIME OF RECEIPT OF PAYMENT: 05/05/2015 05:36:24 PM	
LOAN AGREEMENT DATE: 2/3/2015 7:11:36 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$330.00		AGENT RECEIVING PAYMENT: Michael Burton	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$330.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$330.00
BALANCE DUE ON LOAN:	\$3,325.95
NEXT SCHEDULED DUE DATE:	6/3/2015

- ☐ 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

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Charles Davidson	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0149756		DATE/TIME OF RECEIPT OF PAYMENT: 04/02/2015 11:39:52 AM	
LOAN AGREEMENT DATE: 2/3/2015 7:11:36 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$330.00		AGENT RECEIVING PAYMENT: Crystal Mata	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.85
INTEREST PAID:	\$329.15
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$330.00
BALANCE DUE ON LOAN:	\$3,293.97
NEXT SCHEDULED DUE DATE:	5/4/2015

- ☐ 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

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Charles Davidson
LOAN AGREEMENT IDENTIFICATION NO. 14369-0149756  LOAN AGREEMENT DATE: 2/3/2015 7:11:36 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 03/03/2015 04:11:45 PM
AMOUNT PAID: \$1,100.00	AGENT RECEIVING PAYMENT: Michael Burton	

## TODAY'S PAYMENT ITEMIZATION

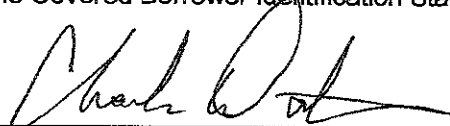
PRINCIPAL PAID:	\$725.18
INTEREST PAID:	\$374.82
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$1,100.00
BALANCE DUE ON LOAN:	\$3,294.82
NEXT SCHEDULED DUE DATE:	4/4/2015

- ☐ 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.

Charles Davidson

Printed Name



Signature

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14369-0149756

Customer Name: Charles Davidson Address: 215 Zinc St Apt A Henderson, NV 89015  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 1210 N. Boulder Hwy, Suite C Henderson, NV 89011  Vehicle Information: 2006 NISSAN TITAN 1N6AA07A06N570458
---	--

**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 02/03/2015 ("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 PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14369-0149756

Customer Name: Charles Davidson Address: 215 Zinc St Apt A Henderson, NV 89015  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 1210 N. Boulder Hwy, Suite C Henderson, NV 89011  Vehicle information: 2006 NISSAN TITAN 1N6AA07A06N570458
---	--

**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 02/03/2015 ("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	\$401.60	3/5/2015
2	\$401.60	4/4/2015
3	\$401.60	5/4/2015
4	\$401.60	6/3/2015
5	\$401.60	7/3/2015
6	\$401.60	8/2/2015
7	\$401.60	9/1/2015
8	\$574.29	10/1/2015
9	\$574.29	10/31/2015
10	\$574.29	11/30/2015
11	\$574.29	12/30/2015
12	\$574.29	1/29/2016
13	\$574.29	2/28/2016
14	\$574.26	3/29/2016
The total amount paid after making all payments under the terms of the Grace Period Payments Deferment Agreement:		\$6,831.20

**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.

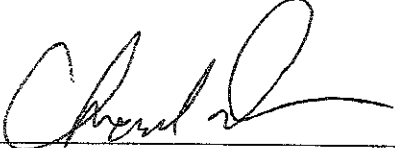
**Acknowledgment of Simple Interest Accrual.** You acknowledge that we use the simple interest method to calculate and accrue the interest owing under the Loan Agreement. Interest is not compounded under the Loan Agreement. You acknowledge that simple interest is charged on the outstanding principal 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 0.333% 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.

 3-3-15  
Customer's Signature Date

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

 3/3/15  
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 <b>2-9-15</b>			
Last Name <b>DAVIDSON</b>	First Name <b>CHARLES</b>	Middle Name <b>JAMES</b>	
Home Phone <b>[REDACTED]</b>	Cell Phone <b>[REDACTED]</b>	Email Address (optional) <b>[REDACTED]</b>	
Best time to call? <b>PM 8-8pm</b>		Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input type="checkbox"/> Cell Phone	
Physical Address (Street Number & Name) <b>215 ZINC ST #A</b>			
City <b>HENDERSON</b>		State <b>NV</b>	Zip <b>89015</b>
Apt # <b>A</b>			
Mailing Address (if different from physical address) <b>SAME</b>			
City		State	Zip

## Source of Income

City <b>LAS VEGAS</b>		State <b>NV</b>	Zip <b>89107</b>	Time at Job? <b>BLVD</b>
Title <b>[REDACTED]</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 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		Next Payday <b>FEB 4TH</b>	Current and Expected Gross Monthly Income <b>\$3500 +</b>	Gross Monthly Obligations <b>\$1200</b>
Work Shift <b>[REDACTED]</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				

## Credit References

Name <b>[REDACTED]</b>		Phone <b>[REDACTED]</b>	
Address <b>[REDACTED]</b>	City <b>LV</b>	State <b>NV</b>	Zip <b>89017</b>
Business Name		Phone #	
Address (Street Number & Name)		City	State
		Zip	

## Personal References

Name <b>[REDACTED]</b>	Relationship To You <b>FRIEND</b>	City <b>LAS VEGAS</b>	State <b>NV</b>	Zip <b>89115</b>
Phone <b>[REDACTED]</b>		Cell <b>SAME</b>		
Name <b>[REDACTED]</b>	Relationship To You <b>FRIEND</b>	City <b>HENDERSON</b>	State <b>NV</b>	Zip <b>89115</b>
Phone <b>[REDACTED]</b>		Cell <b>SAME</b>		
Name <b>[REDACTED]</b>	Relationship To You <b>SISTER</b>	City <b>HEND NV</b>	State <b>NV</b>	Zip <b>89011</b>
Phone <b>[REDACTED]</b>		Cell <b>SAME</b>		
Name <b>[REDACTED]</b>	Relationship To You <b>FATHER</b>	City <b>LAS VEGAS</b>	State <b>NV</b>	Zip <b>89121</b>
Phone <b>[REDACTED]</b>		Cell <b>SAME</b>		

## 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.

**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.

Charles Dard

Applicant Signature

2-3-15

Date

Co-Applicant Signature

Date

Affidavit

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 14369-014 9756  
Date: 2-3-2015

Customer Name: CHARLES JAMES DAVIDSON  
Address: 215 ZINC ST APT A  
HENDERSON, NV 89015  
Co-Borrower Name:  
Address:

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

1210 N Boulder HWY Suite C  
Henderson NV 89011

Vehicle Information: VIN: 1N6AA07A06N570458  
License Plate State and No: 375-LPV Color: SILVER Year: 2006 Make: NISSAN Model: TITAN XE

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, CHARLES JAMES DAVIDSON, 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: Charles Davidson

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



## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
1N6AA07A06N570458	2006	NISS	TITAN XE/S	TCW	NV007586569
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT
02/27/2015	138183	G		4711	5999
VEHICLE COLOR	ODOMETER BRAND			BRANDS	GVWR
	ACTUAL MILES				

OWNER(S) NAME AND ADDRESS  
DAVIDSON CHARLES JAMES  
265 VIA DI CITTA DR  
HENDERSON NV 89011-0848

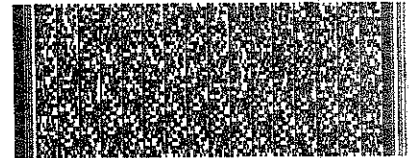
3/9

LIENHOLDER NAME AND ADDRESS  
TITLEMAX OF NEVADA DBA TITLEMAX  
1210 N BOULDER HWY STE C  
HENDERSON NV 89011-5314

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 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.

VP-2 (Rev. 8/10)

Printed Full Legal Name of Buyer \_\_\_\_\_

CONTROL NO.

24323730

(THIS IS NOT A TITLE NO.)

STATE OF NEVADA

ALTERATION OR ERASURE VOIDS THIS TITLE

APR 1 002158  
ROA 000564

## Contact Information

2/3/2015

Company: Titlemax (314391)  
 Contact: Laura Farris  
 E-Mail: Laura.farris@titlemax.biz

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2006 Nissan Titan XE Crew Cab

MSRP: \$26,250	VIN: 1N6AA07A06N570458	Adj. State: National
Fin Adv: \$9,075	UVC: 2006640262	Mileage: 0
Equip Ret: \$28,111	MPG: 14/19	Mileage Cat: D
Tire Size: 245/75R17	Weight: 6422	Cylinders: 8
Base HP: 305 @ 4900	Fuel Type: Gas	Transmission: A
Taxable HP: 35.3	Wheelbase: 139.8	Drive Train: RWD
Model Number: 21516	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC 8CY		

## Wholesale Black Book values as of 2/3/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$9,100	\$6,800	\$4,950
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$9,100	\$6,800	\$4,950

## Trade In Black Book values as of 2/3/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$9,280	\$6,980	\$4,700
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$9,280	\$6,980	\$4,700

## Retail Black Book values as of 2/3/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$11,850	\$9,075	\$6,700
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$11,850	\$9,075	\$6,700

## Residual Black Book values as of 2/3/2015

	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

Alloy Wheels +100

APP 002159  
 ROA 000565

# Cash Advance Snapshot Report

Filter ( Location: 14369 Loan: 14369-0149756 Ordered by Date)

Tm Henderson Nv #3  
1210 N. Boulder Hwy, Suite  
Henderson, NV 89011  
(702)558-6199

02/03/2015

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's
14369-0149756	02/03/2015	Davidson, Charles J	A2	\$5,778.20	\$4,020.00	\$1,065.95	\$1,760.00	\$3,325.95	0
<i>Transaction #</i>	<i>Type</i>	<i>Trans. Date</i>	<i>New Due Date</i>	<i>Pro?</i>	<i>Rev?</i>	<i>Principal</i>	<i>Fees</i>	<i>Amt Paid</i>	<i>Due</i>
14369-0149756-1	NEL	2/3/2015 7:11		X	-	\$4,020.00	\$0.00	\$0.00	\$4,020.00
14369-0149756-2	PMT	3/3/2015 4:11	4/4/2015	X	-	(\$725.18)	\$374.82	\$1,100.00	(\$725.18)
14369-0149756-3	FEE	3/5/2015 7:31		X	-	\$0.00	\$21.94	\$0.00	\$21.94
14369-0149756-4	PMT	4/2/2015 11:3	5/4/2015	X	-	(\$0.85)	\$307.21	\$330.00	(\$22.79)
14369-0149756-5	FEE	4/4/2015 4:22		X	-	\$0.00	\$21.94	\$0.00	\$21.94
14369-0149756-6	FEE	5/4/2015 7:37		X	-	\$0.00	\$329.07	\$0.00	\$329.07
14369-0149756-7	PMT	5/5/2015 5:36	6/3/2015	X	-	\$0.00	\$10.97	\$330.00	(\$319.03)
14369-0149756 Totals:		1				\$3,293.97	\$1,065.95	\$1,760.00	\$3,325.95
02/03/2015 Totals:				1		\$5,778.20	\$3,293.97	\$1,065.95	\$1,760.00
								\$3,325.95	0

APP 002160

### Ability to Pay Summary

Loan Number	14369-0149756
Customer Name	Charles Davidson
Is Customer a Covered Borrower	No
Requested Loan Amount	\$4,000.00
Title Fee	\$20
MLV Amount	\$4,000
Gross Monthly Income	\$3,500.00
Current and Expected Monthly Obligations	\$1,200.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	9.99%
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$2,300.00

210 INSTALLMENT RATE 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	\$	4,020
Interest Rate		9.99%
Max Cash to Customer Amount	\$	4,000.00
Actual Cash to Customer Amount	\$	4,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	4,020

Amortized Loan Payment	\$825.46
Total Payback Amount	\$5,778.21
Minimum Payment to Extend	\$401.60
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$574.29

### CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 9.99%

APP 002161  
ROA 000567

**A - 19**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 1210 N BOULDER HWY BLDG C HENDERSON NV 89011

Exam as of: 5/4/2015

Borrower Name &amp; Address: Mile Samanc, 416 Hull St, Henderson, NV 89015

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?
14369-0151831	2/17/2015	\$5,020.00	9/15/2015	\$2,434.83	6&1	1064.98/1064.95	13371.29%	YES
Loan Type:	Deferred Deposit	<input type="checkbox"/>	High-Int Loans	<input type="checkbox"/>	Title Loans	<input checked="" type="checkbox"/>	Purpose of loan:	N/A
Is the loan secured?	YES	If so, what is the collateral?	2004 Ford F250 Super					
What is the borrower's expected gross monthly income?	\$4,000	Was the borrower's income verified?	YES	Paystub	<input type="checkbox"/>	Affidavit	<input checked="" type="checkbox"/>	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:		\$10,000.00	
(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 (2a)?		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)?		N/A						
Is the loan a collection account?	N/A	Has the loan been extended or renewed?	N/A	How many times?	0	Extensions Title-6 add'l periods D/D & High Int Loans - 90 days	Are receipts filed?	YES
VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:								
Title Loan Active								
Violation 604A.445, 210 GPA=8881.90 Orig=7454.83								

Revised 10-15-2008

Confidential

APP 002163  
ROA 000569

# Title Loan Agreement

Date: 2/17/2015

Number: 14369-0151831

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14369-0151831	
FIRST NAME Mile	LAST NAME Sarnanc	CO-CUSTOMER FIRST NAME	CO-CUSTOMER LAST NAME
		CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.
STREET ADDRESS 416 Hull St		CO-CUSTOMER STREET ADDRESS	
City Henderson	STATE NV	ZIP CODE 89015	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)558-6199	
LICENSEE STREET ADDRESS 1210 N. Boulder Hwy, Suite C		LICENSEE CITY Henderson	LICENSEE STATE NV
VEHICLE IDENTIFICATION NUMBER (VIN) 1FTNW20P24ED40739		LICENSEE ZIP CODE 89011	
VEHICLE YEAR 2004		VEHICLE MAKE Ford	VEHICLE MODEL F250 Super
		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 \$5,020.00 ("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 09/15/2015 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

## ANNUAL PERCENTAGE RATE

The cost of your credit as a yearly rate.

133.7129 %

## FINANCE CHARGE

The dollar amount the credit will cost you.

\$2,434.83

## Amount Financed

The amount of credit provided to you or on your behalf.

\$5,020.00

## Total of Payments

The amount you will have paid after you have made all payments as scheduled.

\$7,454.83

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,064.98	3/19/2015 and each 30 days thereafter
1	\$1,064.95	9/15/2015

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	\$5,020.00
1. Amount given to you directly:	\$5,000.00
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) 804-3365.

APP 002165

ROA 000574

TM.TB.NV.installment-loan-agreement.2.04.2014



**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.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 904-3306.

APP 002166  
TM.TB.NV Retailer Financial Agreement 2.04.2014  
ROA 000572

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.

Any comments or questions may be directed to Customer Service at the following toll-free number: (800) 804-5348

APP 002167

Page 4 of 5  
TM.TB.NV installment loan agreement.2.04.2014

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

M. D. Seavey 2/17/15  
Customer's Signature Date

Traci Vandy 2/17/15  
Its Authorized Agent 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 1210 N. BOULDER HWY, Henderson, Nevada 89011.		PAYMENT MADE ON BEHALF OF OR BY: MILE SAMANC 416 Hull St, Henderson, NV, 89015
LOAN AGREEMENT IDENTIFICATION NO. 20151831-14369  LOAN AGREEMENT DATE: 02/17/2015  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 05/18/2015 13:00:28
AMOUNT PAID: 552.00	AGENT RECEIVING PAYMENT: Crystal Mata	

<b>TODAY'S PAYMENT ITEMIZATION</b>	
PRINCIPAL PAID:	\$ 3.91
INTEREST PAID:	\$ 548.09
CHARGES PAID:	\$ 0.00
FEES PAID:	\$ 0.00
TOTAL AMOUNT PAID TODAY:	\$ 552.00
UNPAID INTEREST:	\$ 0.00
BALANCE DUE ON LOAN:	\$ 5016.09
NEXT SCHEDULED DUE DATE:	06/17/2015

- ☐ 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.

M. D. Jones  
Printed Name

\_\_\_\_\_  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Mile Samanc
LOAN AGREEMENT IDENTIFICATION NO. 14369-0151831  LOAN AGREEMENT DATE: 2/17/2015 12:48:42 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/24/2015 03:04:43 PM
AMOUNT PAID: \$552.00	AGENT RECEIVING PAYMENT: Crystal Mata	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$552.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$552.00
BALANCE DUE ON LOAN:	\$5,126.74
NEXT SCHEDULED DUE DATE:	5/18/2015

- ☐ 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.

Printed Name

Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Mile Samanc
LOAN AGREEMENT IDENTIFICATION NO. 14369-0151831		DATE/TIME OF RECEIPT OF PAYMENT: 03/20/2015 12:21:14 PM
LOAN AGREEMENT DATE: 2/17/2015 12:48:42 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$555.00	AGENT RECEIVING PAYMENT: Crystal Mata	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$555.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$555.00
BALANCE DUE ON LOAN:	\$5,035.09
NEXT SCHEDULED DUE DATE:	4/18/2015

- ☐ 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.

Printed Name

Signature

## Personal Information

Date	2/17/15		State	[REDACTED]	
Last Name	SAIMANC		First Name	MILE	
Home Phone	[REDACTED]		Cell Phone	[REDACTED]	
Physical Address (Street Number & Name)			Apt #		
916 HULL ST.			[REDACTED]		
City	HEND. NV		State	NV	
Zip	89015		County	US	
Mailing Address (if different from physical address)					
SAME					
City	[REDACTED]		State	[REDACTED]	
Zip	[REDACTED]		[REDACTED]		

## Source of Income

[REDACTED]					
City	LONG BEACH		State	CA	
Zip	[REDACTED]		Time at	[REDACTED] to 5	
Work	[REDACTED]		Superv	[REDACTED]	
Pay Frequency: (check one)			Next	[REDACTED]	
<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			2/20	Gross Monthly Income	Gross Monthly Obligation
				\$4,000.00	\$1,450.00
*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			
[REDACTED]			
Address (Street Number & Name)	City	State	Zip
[REDACTED]	SAN DIEGO	CA	92150
Business Name	Phone #		
[REDACTED]	[REDACTED]		
Address (Street Number & Name)	City	State	Zip
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

## Personal References

Name	Address (Street Number & Name)		City	State	Zip
[REDACTED]	[REDACTED]		HEND. NV		89002
Relationship To You	Phone		[REDACTED]		
MOTHER	[REDACTED]		[REDACTED]		
Name	Address (Street Number & Name)		City	State	Zip
[REDACTED]	[REDACTED]		CLV. NV		89119
Relationship To You	Phone		[REDACTED]		
COUSIN	[REDACTED]		[REDACTED]		
Name	Address (Street Number & Name)		City	State	Zip
[REDACTED]	[REDACTED]		HEND. NV		89012
Relationship To You	Phone		[REDACTED]		
AUNT	[REDACTED]		[REDACTED]		
Name	Address (Street Number & Name)		City	State	Zip
[REDACTED]	[REDACTED]		[REDACTED]		[REDACTED]
Relationship To You	Phone		[REDACTED]		
SISTER	[REDACTED]		[REDACTED]		

APP 002172  
ROA 000578

## Co-Applicant Information

Date		State Issued ID Number		Date of Birth		Social Security #		
Last Name			First Name			Middle Name		
Home Phone			Cell Phone <sup>†</sup>			Email Address (optional) <sup>††</sup>		
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)					Next Payday		Current and Expected	
<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							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 002173  
ROA 000579



**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.

MSaw  
Applicant Signature

2/17/15  
Date

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

\_\_\_\_\_  
Date

APP 002175  
ROA 000581

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 3/20

Account Number: 14369-0151831

Customer Name: Mile Samanc Address: 416 Hull St Henderson, NV 89015  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 1210 N. Boulder Hwy, Suite C Henderson, NV 89011  Vehicle Information: 2004 Ford F250 Super 1FTNW20P24ED40739
--	---

**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 02/17/2015 ("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	\$551.70	3/19/2015
2	\$551.70	4/18/2015
3	\$551.70	5/18/2015
4	\$551.70	6/17/2015
5	\$551.70	7/17/2015
6	\$551.70	8/16/2015
7	\$551.70	9/15/2015
8	\$717.14	10/15/2015
9	\$717.14	11/14/2015
10	\$717.14	12/14/2015
11	\$717.14	1/13/2016
12	\$717.14	2/12/2016
13	\$717.14	3/13/2016
14	\$717.16	4/12/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$8,881.90

**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 0.3663% 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.

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.

M. S. Sunc      3/20/15  
Customer's Signature      Date

LICENSEE: TitleMax of Nevada, Inc. d/b/a TitleMax  
[Signature]      3/20/2015  
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.

# CERTIFICATE OF TITLE

VIN 1FTNW20P24ED40739	YEAR 2004	MAKE FORD	MODEL F250 SUPER	VEHICLE BODY TCW	TITLE NUMBER NV007597978
DATE ISSUED 03/04/2015	ODOMETER MILES	FUEL TYPE D	SALES TAX PD	EMPTY WT	GROSS WT 8800
VEHICLE COLOR	ODOMETER BRAND EXEMPT			BRANDS	

## OWNER(S) NAME AND ADDRESS

SAMANC MILE  
416 HULL ST  
HENDERSON NV 89015-5606

3112

## LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA DBA TITLEMAX  
1210 N. BOULDER HIGHWAY C  
HENDERSON NV 89011

**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.

VP-2 (Rev. 8/10)

(THIS IS NOT A TITLE NO.)

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 002180  
ROA 000586

## Contact Information

2/17/2015

Company: Titlemax (314391)

Telephone: 404-542-6618

Contact: Laura Farris

Fax:

E-Mail: Laura.farris@titlemax.biz

## Notes

## Vehicle Info For 2004 Ford F250SD Lariat Crew Cab

MSRP: \$33,315	VIN: 1FTNW20P24ED40739	Adj. State: National
Fin Adv: \$14,000	UVC: 2004300586	Mileage: 0
Equip Ret: \$34,665	MPG: 14/18	Mileage Cat: D
Tire Size: 235/85R16	Weight: 8800	Cylinders: 8
Base HP: 260 @ 4500	Fuel Type: Diesel	Transmission: A
Taxable HP: 44.8	Wheelbase: 172.0	Drive Train: RWD
Model Number: W20	End of Term 0	End of Term 0
	Months: 0	Mileage: 0
Price Includes: AT AC		

## Wholesale Black Book values as of 2/17/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$11,000	\$8,700	\$6,900
Options	N/A	\$3,100	\$3,100	\$3,100
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$14,100	\$11,800	\$10,000

## Trade In Black Book values as of 2/17/2015

	X-CL	Clean	Average	Rough
Base	N/A	\$11,135	\$8,835	\$6,555
Options	N/A	\$3,100	\$3,100	\$3,100
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$14,235	\$11,935	\$9,655

## Retail Black Book values as of 2/17/2015

	X-CL	Clean	Average	Rough
Base				

APP 002181  
ROA 000587



	X-CL	Clean	Average	Rough
	N/A	\$13,900	\$11,200	\$8,850
Options	N/A	\$3,100	\$3,100	\$3,100
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$17,000	\$14,300	\$11,950

## Residual Black Book values as of 2/17/2015

	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

5.4L V8 -100

✓ 6.0L Turbo Diesel +3100

Cab &amp; Chassis -100

Centennial Edition +100

Flat Dump +1500

Flat/Stake Bed +750

Hydric Hook Wrecker +2500

Landscape Body +500

Liftgate +500

Power Moonroof +150

Refrigerated Body +1800

Rollback Wrecker +3300

Util/Work Body +750

Van/Box Body +500

w/o AT - Exc Diesel -700

w/o Factory Air -225

APP 002182  
ROA 000588

### Ability to Pay Summary

Loan Number	14369-0151831
Customer Name	Mile Samanc
Is Customer a Covered Borrower	No
Requested Loan Amount	\$5,000.00
Title Fee	\$20
MLV Amount	\$5,000
Gross Monthly Income	\$4,000.00
Current and Expected Monthly Obligations	\$1,450.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$2,550.00

210 INSTALLMENT RATE 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	\$	10,020
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	5,020
Interest Rate		10.99%
Max Cash to Customer Amount	\$	5,000.00
Actual Cash to Customer Amount	\$	5,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	5,020

Amortized Loan Payment	\$1,064.98
Total Payback Amount	\$7,454.84
Minimum Payment to Extend	\$551.70
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$717.14

### CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 10.99%

APP 002183  
ROA 000589

## Transaction History

## Customer

Customer: Samanc, Mile

Cust Nbr: 650557

Pay Frequency: Monthly

Co-Borrower Nbr:

Collateral Type: VEHICLE

Is HiList Customer: No

Income Amount: 1.00

Bankruptcy: N/A

Is Co-Borrower on the Contract: No

Is Co-Borrower is an Additional Owner: No

Owner Ship Type: N/A

## Loan

Loan Nbr: 20151831

Loan Date: 02/17/2015

Due Date : 06/17/2015

Loan Amt: 5020.00

DMV Fee : 0.00

Daily Interest : 18.3754

LOT Status: LOT 1

Interest Rate: 133.71

EMLV: 0

## Payment &amp; Outstanding

Principal Paid To Date: 3.91

Interest Paid To Date: 1655.09

Penalty Fees Paid To Date: 0.00

Principal Outstanding: 5016.09

Earned and Unpaid Interest: 73.50

Penalty Fees Due: 0.00

Principal Balance Remaining: 5016.09

No. of Inst: 14

Inst Amt: 1064.98

APR %: 133.71

Amount Due Today: 5089.59

## Other Info.

Key Capture: No

Title Status: Title Received

Certificate #: 007597978

Refinance: (Y/N) N

Refinanced Loan Nbr:

Add-On Amount: 0

Opt-out of Arbitration (Y/N): N

Opt-out of Privacy Policy (Y/N): N

## Vehicle Information

Make	Model	Vin	Year	Series	BlackBook Value	Grade	Gross Income	Customer Income Information
Ford	F250 Super	1FTNW20P24ED40739	2004	TRUCK	0	Average 0		

## Transactional Events

	Loc Nbr	Loan Nbr	Trans Date	Transaction	Trans Amt	Tender type	Principal Amt	Interest	CSO	DMV	Orig	NSF	NSF	Late	Late	Waived	Waived	Waived	Repo	Sale	Refund	Emp Name	Paid By
Select																							
	14369	20151831	05/18/2015	Payment	-552.00	Cash	-3.91	-548.09	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	Mata, Crystal	Customer Paid
	14369	20151831	04/24/2015	Payment	-552.00	Cash	0.00	-552.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	System, TLX	Customer Paid
	14369	20151831	03/20/2015	Payment	-555.00	Cash	0.00	-555.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	System, TLX	Customer Paid
	14369	20151831	02/17/2015	Advance	5020.00	Check	5020.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.0	System, TLX	
	Receipt			Pmt History			DMV Form					VCR Form										Cancel	

Receipt

Pmt History

DMV Form

VCR Form

Title Policy

Cancel

## Check Details

To	Check Number	check Amt	Reprint_Check
Samanc, Mile	NA	5000.00	Yes
DMV	NA	20.00	Yes

## Installment Summary

Installment	Installment Date	Payment Date	Amount	Installment Status
1	03/19/2015	03/20/2015	551.70	PAID
2	04/18/2015	04/24/2015	551.70	PAID
3	05/18/2015	05/18/2015	551.70	PAID
4	06/17/2015	06/17/2015	551.70	OPEN
5	07/17/2015	07/17/2015	551.70	OPEN
6	08/16/2015	08/16/2015	551.70	OPEN
7	09/15/2015	09/15/2015	551.70	OPEN
8	10/15/2015	10/15/2015	717.14	OPEN
9	11/14/2015	11/14/2015	717.14	OPEN
10	12/14/2015	12/14/2015	717.14	OPEN
11	01/13/2016	01/13/2016	717.14	OPEN
12	02/12/2016	02/12/2016	717.14	OPEN
13	03/13/2016	03/13/2016	717.14	OPEN
14	04/12/2016	04/12/2016	717.16	OPEN

## Other Payments

1659

## Original Schedule

Pmt #	Pmt Date	Days	Pmt	New Interest	Matured Interest	Unpaid Interest	Principal	Balance
-------	----------	------	-----	--------------	------------------	-----------------	-----------	---------

APP 002184  
ROA 000590

1	03/19/2015	30	1064.98	551.7000	551.7000	551.7000	513.28	4506.72
2	04/18/2015	30	1064.98	495.2900	495.2900	495.2900	569.69	3937.03
3	05/18/2015	30	1064.98	432.6800	432.6800	432.6800	632.30	3304.73
4	06/17/2015	30	1064.98	363.1900	363.1900	363.1900	701.79	2602.94
5	07/17/2015	30	1064.98	286.0600	286.0600	286.0600	778.92	1824.02
6	08/16/2015	30	1064.98	200.4600	200.4600	200.4600	864.52	959.50
7	09/15/2015	30	1064.95	105.4500	105.4500	105.4500	959.50	0.00

<b>Title Tracking Status</b>								
<b>Title Status</b>				<b>Transaction Date</b>				
New Loan				2015-02-17 00:00:00.0				
Sent to DMV				2015-02-20 00:00:00.0				
Title Received				2015-03-12 00:00:00.0				

<b>Title Charge Off</b>								
<b>Charge Off Status</b>				<b>Transaction Date</b>				

<b>Document Information</b>								
<b>SNO</b>	<b>Document Description</b>			<b>Document Name</b>			<b>Date Created</b>	
1	Receipt with signature			Scan1431975130957580484550.pdf			05/18/2015	

APP 002185  
ROA 000591

**A - 20**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 1210 N BOULDER HWY BLDG C HENDERSIN NV 89011

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Shannon McCartney, 212 Alaska Jade St, Henderson, NV 890745

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?
14369-0132359	10/27/2014	\$7,820.00	5/25/2015	\$3,792.92	6&1	1658.99/16558.98	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? 2011 Dodge Grand Crew If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$4,000 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(2)

(Applies to Title Loans Only) Does the loan amount exceed the fair market value of the vehicle securing the loan? NO Fair Market Value: \$19,575.00

NRS 604A.450(1)

(Applies to Title Loans Only) Does the original term of the title loan exceed 30 days? N/A

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)? N/A

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 (2b)? N/A

Is the loan a collection account? N/A Has the loan been extended or renewed? N/A 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:

Title Loan Active

Violation: 604A.445 210, GPA = 13835.94 Orig = 11612.92

# Title Loan Agreement

Date: 10/27/2014

Number: 14369-0132359

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14369-0132359			
FIRST NAME Shannon	LAST NAME McCartney		CO-CUSTOMER FIRST NAME		CO-CUSTOMER LAST NAME
DRIVERS LIC./STATE ID. NO. [REDACTED]		CO-CUSTOMER SSN		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 212 Alaska Jade St			CO-CUSTOMER STREET ADDRESS		
City Henderson	STATE NV	ZIP CODE 89074	CO-CUSTOMER CITY		CO-CUSTOMER STATE
[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)558-6199			
LICENSEE STREET ADDRESS 1210 N. Boulder Hwy, Suite C		LICENSEE CITY Henderson		LICENSEE STATE NV	LICENSEE ZIP CODE 89011
VEHICLE IDENTIFICATION NUMBER (VIN) 2D4RN5DG7BR679290		LICENSE PLATE 337LZS			
VEHICLE YEAR 2011	VEHICLE MAKE Dodge	VEHICLE MODEL Grand Crew	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 \$7,820.00 ("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 0.3663% from the date of this Loan Agreement until 05/25/2015 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>133.7129 %</b>	<b>\$3,792.92</b>	<b>\$7,820.00</b>	<b>\$11,612.92</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,658.99	11/26/2014 and each 30 days thereafter
1	\$1,658.98	5/25/2015

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 \$7,820.00

1. Amount given to you directly: \$7,800.00
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

10/27/14  
Date

  
Its Authorized Agent

10/27/2014  
Date

Co-Customer's Signature

Date

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Shannon McCartney
LOAN AGREEMENT IDENTIFICATION NO. 14369-0132359  LOAN AGREEMENT DATE: 10/27/2014 5:24:38 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 05/01/2015 05:33:58 PM
AMOUNT PAID: \$860.00	AGENT RECEIVING PAYMENT: Crystal Mata	

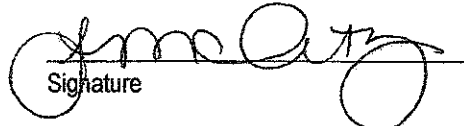
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$860.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$860.00
BALANCE DUE ON LOAN:	\$7,971.56
NEXT SCHEDULED DUE DATE:	5/25/2015

- ☐ 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.

S McCartney  
Printed Name

  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Shannon McCartney	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0132359		DATE/TIME OF RECEIPT OF PAYMENT: 04/16/2015 05:20:15 PM	
LOAN AGREEMENT DATE: 10/27/2014 5:24:38 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$860.00		AGENT RECEIVING PAYMENT: Crystal Mata	

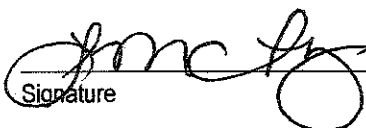
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$860.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$860.00
BALANCE DUE ON LOAN:	\$8,403.46
NEXT SCHEDULED DUE DATE:	4/25/2015

- ☐ 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

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Shannon McCartney
LOAN AGREEMENT IDENTIFICATION NO. 14369-0132359		DATE/TIME OF RECEIPT OF PAYMENT: 03/16/2015 05:12:58 PM
LOAN AGREEMENT DATE: 10/27/2014 5:24:38 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$860.00	AGENT RECEIVING PAYMENT: Crystal Mata	

### TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$860.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$860.00
BALANCE DUE ON LOAN:	\$8,378.72
NEXT SCHEDULED DUE DATE:	3/26/2015

- ☐ 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.

Shannon McCartney  
Printed Name

Signature 

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

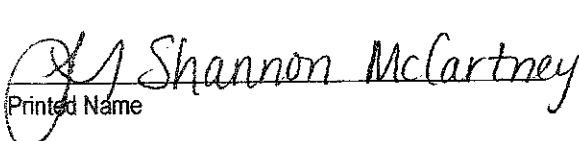
NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Shannon McCartney	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0132359  LOAN AGREEMENT DATE: 10/27/2014 5:24:38 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 01/30/2015 02:46:27 PM	
AMOUNT PAID: \$860.00		AGENT RECEIVING PAYMENT: Michael Burton	


## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$860.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$860.00
BALANCE DUE ON LOAN:	\$7,954.42
NEXT SCHEDULED DUE DATE:	2/24/2015

- ☐ 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.

 Shannon McCartney  
Printed Name

  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Shannon McCartney	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0132359		DATE/TIME OF RECEIPT OF PAYMENT: 01/16/2015 05:06:26 PM	
LOAN AGREEMENT DATE: 10/27/2014 5:24:38 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$860.00		AGENT RECEIVING PAYMENT: Michael Burton	

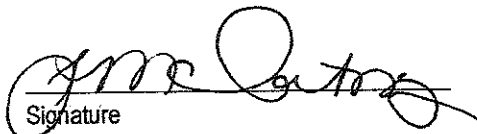
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$860.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$860.00
BALANCE DUE ON LOAN:	\$8,414.86
NEXT SCHEDULED DUE DATE:	1/25/2015

- ☐ 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



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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Shannon McCartney	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0132359		DATE/TIME OF RECEIPT OF PAYMENT: 11/25/2014 05:13:19 PM	
LOAN AGREEMENT DATE: 10/27/2014 5:24:38 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$860.00		AGENT RECEIVING PAYMENT: Crystal Mata	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$29.23
INTEREST PAID:	\$830.77
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$860.00
BALANCE DUE ON LOAN:	\$7,790.77
NEXT SCHEDULED DUE DATE:	12/26/2014

- ☐ 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.

Shannon McCartney  
Printed Name

Shannon McCartney  
Signature

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14369-0132359

Customer Name: Shannon McCartney Address: 212 Alaska Jade St Henderson, NV 89074  Co-Borrower Name:  Address:	Licensee Name: TitleMax of Nevada, Inc. d/b/a TitleMax Address: 1210 N. Boulder Hwy, Suite C Henderson, NV 89011  Vehicle Information: 2011 Dodge Grand Crew 2D4RN5DG7BR679290
---	--

**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 10/27/2014 ("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	\$859.42	11/26/2014
2	\$859.42	12/26/2014
3	\$859.42	1/25/2015
4	\$859.42	2/24/2015
5	\$859.42	3/26/2015
6	\$859.42	4/25/2015
7	\$859.42	5/25/2015
8	\$1,117.14	6/24/2015
9	\$1,117.14	7/24/2015
10	\$1,117.14	8/23/2015
11	\$1,117.14	9/22/2015
12	\$1,117.14	10/22/2015
13	\$1,117.14	11/21/2015
14	\$1,117.16	12/21/2015
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:	\$13,835.94	

**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 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.

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

APP 002202  
ROA 000608

## Customer Application

## Personal Information

Date 10/27/2014	State NV	First Name Shannon	Middle Name Marie	Social Security # [REDACTED]
Last Name McCartney	Home Phone [REDACTED]	Email Address (optional) [REDACTED]		
Best time to call? anytime	Which number do you prefer that we call? <input type="checkbox"/> Home Phone <input checked="" type="checkbox"/> Cell Phone			
Physical Address (Street Number & Name) 212 Alaska Jade St.			Apt #	
City Henderson	State NV	Zip 89074	County Clark	
Mailing Address (if different from physical address)				
City	State	Zip		

## Source of Income

Employer * (Source of Income)	Employer Address (Street Number & Name)		#100
City Las Vegas	State NV	Zip	Time at Job? 7+ months
Title Admin. Asst.	Supervisor David Krier		
Pay Frequency: (check one) <input type="checkbox"/> 1st & 15th of month <input checked="" type="checkbox"/> 15th & end of month <input 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 \$4,000	Gross Monthly Obligations \$2066 <sup>00</sup>
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: <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	Address (Street Number & Name)			City	State	Zip
Relationship To You	Phone			Cell		
Name	Address (Street Number & Name)			City	State	Zip
Relationship To You	Phone			Cell		
Name	Address (Street Number & Name)			City	State	Zip
Relationship To You	Phone			Cell		
Name	Address (Street Number & Name)			City	State	Zip
Relationship To You	Phone			Cell		

APP 002203  
ROA 000609

## 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			<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">Saw Store</div>		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 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 002204  
ROA 000610

**\*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.

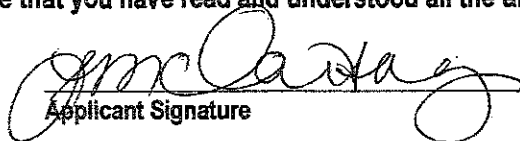
**Ability to Repay Verification.**

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

10/27/2014  
Date

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

\_\_\_\_\_  
Date

**Affidavit**

STATE OF NEVADA  
COUNTY OF Clark

Title Loan Agreement No.: 14369-0132359  
Date: 10-27-2014

Customer Name: Shannon McCartney  
Address: 212 Alaska Jade St.  
Las Vegas NV 89074  
Co-Borrower Name:  
Address:

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

1210 N. Boulder Highway #C  
Henderson NV 89011

Vehicle Information: VIN: 2D4RN5DG7BR679290  
License Plate State and No: 337LZS Color: Silver Year: 2011 Make: Dodge Model: Grand Crew

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, Shannon McCartney, 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 002207  
ROA 000613

# STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN: 204RN1007502679270      YEAR: 2011      MAKE: DODGE      MODEL: GRAND CROWN      VEHICLE BODY: T37      TITLE NUMBER: NV007327575  
 DATE ISSUED: 11/14/2014      REGISTRATION MARK: 50255      FUEL TYPE: F      SALES TAX PD:      EMPY HT:      GROSS HT:      CARRY:  
 POWER (GLCH):      ODOMETER READING:      ACTUAL MILES:      SCANS:

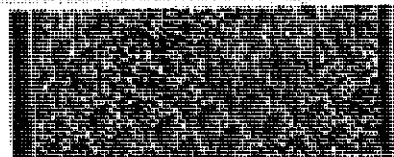
**OWNER(S) NAME AND ADDRESS**  
 MCCARTNEY SHANNON NAKIT  
 217 ALASKA JADE ST  
 HENDERSON NV 89074-5002

**LIENHOLDER NAME AND ADDRESS**  
 TITLEMAX OF NEVADA DBA TITLEMAX  
 1210 N BOULDER HIGHWAY E  
 HENDERSON NV 89011

**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 REQUIRE THAT YOU STATE THE MESSAGE IN CONNECTION WITH THE TRANSFER OF OWNERSHIP. FAILURE TO COMPLETE CORRECTLY A FALSE STATEMENT MAY RESULT IN FINE, IMPRISONMENT OR BOTH.

**Printed Full Legal Name of Buyer** \_\_\_\_\_

**Vehicle Owner's License Number or Identification Number** \_\_\_\_\_

**Printed Full Legal Name of Seller** \_\_\_\_\_

**Vehicle Owner's License Number or Identification Number** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_

**State** \_\_\_\_\_

**Zip Code** \_\_\_\_\_

I certify to the best of my knowledge the information provided in the above entries is true and correct and that the information is not being provided for any other purpose.

The vehicle is being sold for the purpose of \_\_\_\_\_

The vehicle is being sold for the purpose of \_\_\_\_\_

Example: Motor vehicle transfer

**Signature of Seller** \_\_\_\_\_

**Signature of Buyer** \_\_\_\_\_

**Last name of the above referenced individual for the signature** \_\_\_\_\_

**Owner's License Number** \_\_\_\_\_

**Date of Sale** \_\_\_\_\_

**Signature of Buyer** \_\_\_\_\_

**Signature of Buyer** \_\_\_\_\_

**Signature of the Notary Public or Notary** \_\_\_\_\_

**Signature of Buyer** \_\_\_\_\_

**Signature of Buyer** \_\_\_\_\_

**Signature of Buyer** \_\_\_\_\_

**Notary Seal** \_\_\_\_\_

**STATE OF NEVADA**

ALTERATION OF ENGLISH WORDS THE TITLE

APP 002208  
ROA 000614

## Contact Information

10/29/2014

Company: Titlemax (314391)  
 Contact: Laura Farris  
 E-Mail: Laura.farris@titlemax.biz

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2011 Dodge Grand Caravan Crew Wagon

MSRP: \$28,695  
 Fin Adv: \$15,725  
 Equip Ret: \$30,725  
 Tire Size: 225/65R17  
 Base HP: 283 @ 6400  
 Taxable HP: 34.3  
 Model Number: RTKP53  
 Price Includes: AT AC 6CY

VIN: 2D4RN5DG7BR679290  
 UVC: 2011240222  
 MPG: 17/25  
 Weight: 6050  
 Fuel Type: Flex  
 Wheelbase: 121.2  
 End of Term Months: 0

Adj. State: National  
 Mileage: 0  
 Mileage Cat: B  
 Cylinders: 6  
 Transmission: A  
 Drive Train: FWD  
 End of Term Mileage: 0

## Wholesale Black Book values as of 10/29/2014

	X-CL	Clean	Average	Rough
Base	\$16,300	\$15,100	\$12,500	\$10,275
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$16,300	\$15,100	\$12,500	\$10,275

## Trade In Black Book values as of 10/29/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$15,400	\$13,150	\$9,800
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$15,400	\$13,150	\$9,800

## Retail Black Book values as of 10/29/2014

	X-CL	Clean	Average	Rough
Base	\$19,575	\$18,175	\$15,200	\$12,525
Options	\$0	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	\$0	\$0	\$0	\$0
Total	\$19,575	\$18,175	\$15,200	\$12,525

## Residual Black Book values as of 10/29/2014

	12 Month	24 Month	30 Month	36 Month	42 Month	48 Month	60 Month	End Of Term
Base	\$8,975	\$7,125	\$6,325	\$5,550	\$4,925	\$4,300	\$3,325	\$0
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	\$8,975	\$7,125	\$6,325	\$5,550	\$4,925	\$4,300	\$3,325	\$0

## Black Book Add/Deducts

5 Passenger -500  
 Appearance Package +175  
 Heated Seat Package +125  
 Leather +875  
 Navigation System +550  
 Power Liftgate +150

APP 002209  
 ROA 000615

### Ability to Pay Summary

Loan Number	14369-0132359
Customer Name	Shannon McCartney
Is Customer a Covered Borrower	No
Requested Loan Amount	\$7,500.00
Title Fee	\$20
MLV Amount	\$7,820
Gross Monthly Income	\$4,000.00
Current and Expected Monthly Obligations	\$2,066.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$1,934.00

### 210 INSTALLMENT RATE STRUCTURE

Tiers	Rate
100.00	999.99 17.99%
1000.00	1999.99 15.99%
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	\$ 9,116
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$ 7,840
Interest Rate	10.99%
Max Cash to Customer Amount	\$ 7,800.00
Actual Cash to Customer Amount	\$ 7,800.00
Title Fee Amount	\$ 20
Total Loan Amount	\$ 7,820

Amortized Loan Payment	\$1,658.99
Total Payback Amount	\$11,612.91
Minimum Payment to Extend	\$859.42
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$1,117.14

### CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 10.99%

# Cash Advance Snapshot Report

Filter ( Location: 14369 Loan: 14369-0132359 Ordered by Date)

Tm Henderson Nv #3  
1210 N. Boulder Hwy, Suite  
Henderson, NV 89011  
(702)558-6199

10/27/2014

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's		
14369-0132359	10/27/2014	McCartney, Shannon M	A3	\$11,612.92	\$7,820.00	\$5,311.56	\$5,160.00	\$7,971.56	0		
Transaction #	Type	Trans. Date	New Due Date	Pro?	Rev?	Principal	Fees	Amt Paid	Due		
14369-0132359-1	NEL	10/27/2014 5:		X	-	\$7,820.00	\$0.00	\$0.00	\$7,820.00		
14369-0132359-2	PMT	11/25/2014 5:	12/26/2014	X	-	(\$29.23)	\$830.77	\$860.00	(\$29.23)		
14369-0132359-3	FEE	11/26/2014 7:		X	-	\$0.00	\$28.54	\$0.00	\$28.54		
14369-0132359-4	LOG	12/16/2014 5:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-5	FEE	12/26/2014 7:		X	-	\$0.00	\$856.21	\$0.00	\$856.21		
14369-0132359-6	LOG	1/2/2015 11:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-7	LOG	1/2/2015 3:39		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-8	LOG	1/15/2015 4:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-9	PMT	1/16/2015 5:0	1/25/2015	X	-	\$0.00	\$599.34	\$860.00	(\$260.66)		
14369-0132359-10	FEE	1/25/2015		X	-	\$0.00	\$256.86	\$0.00	\$256.86		
14369-0132359-11	LOG	1/27/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-12	LOG	1/27/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-13	LOG	1/27/2015 4:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-14	LOG	1/28/2015 10:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-15	LOG	1/28/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-16	PMT	1/30/2015 2:4	2/24/2015	X	-	\$0.00	\$142.70	\$860.00	(\$717.30)		
14369-0132359-17	FEE	2/24/2015 6:5		X	-	\$0.00	\$713.50	\$0.00	\$713.50		
14369-0132359-18	LOG	2/25/2015 6:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-19	LOG	2/26/2015 10:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-20	LOG	2/26/2015 5:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-21	LOG	2/27/2015 10:		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-22	LOG	2/27/2015 6:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-23	LOG	2/28/2015 3:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-24	LOG	3/2/2015 3:30		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-25	LOG	3/3/2015 10:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-26	LOG	3/3/2015 1:28		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-27	PMT	3/16/2015 5:1	3/26/2015	X	-	\$0.00	\$570.80	\$860.00	(\$289.20)		
14369-0132359-28	LOG	3/16/2015 5:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-29	FEE	3/26/2015 7:1		X	-	\$0.00	\$285.40	\$0.00	\$285.40		
14369-0132359-30	LOG	3/28/2015 2:0		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-31	LOG	4/16/2015		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-32	LOG	4/16/2015 9:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-33	PMT	4/16/2015 5:2	4/25/2015	X	-	\$0.00	\$599.34	\$860.00	(\$260.66)		
14369-0132359-34	FEE	4/25/2015 4:4		X	-	\$0.00	\$256.86	\$0.00	\$256.86		
14369-0132359-35	LOG	4/27/2015 6:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-36	LOG	4/29/2015 1:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00		
14369-0132359-37	PMT	5/1/2015 5:33	5/25/2015	X	-	\$0.00	\$171.24	\$860.00	(\$688.76)		
14369-0132359 Totals:		1				\$7,790.77	\$5,311.56	\$5,160.00	\$7,971.56	0	
10/27/2014 Totals: 1						\$11,612.92	\$7,790.77	\$5,311.56	\$5,160.00	\$7,971.56	0

**A - 21**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

License Address: 1210 N BOULDER HWY BLDG C HENDERSIN NV 89011

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Barbara Simpson, 230 Red Horizon Ter, Henderson, NV 89015

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?
14369-0142064	12/19/2014	\$5,020.00	7/17/2015	\$2,434.83	6&1	1064.98/1064.95	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? 2007 Saturn Sky If secured by a vehicle title, is it filed and perfected? YES

What is the borrower's expected gross monthly income? \$6,310 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.423(a)

(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.423(b)

(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: \$9,900.00

NRS 604A.450(1)

(Applies to Title Loans Only) Does the original term of the title loan exceed 30 days? N/A

NRS 604A.443(1)

(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

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)? N/A

Is the loan a collection account? N/A Has the loan been extended or renewed? N/A 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:

Title Loan Active

Violation: 604A.445, 210 GPA = 8881.90 Orig = 7454.83



# Title Loan Agreement

Date: 12/19/2014

Number: 14369-0142064

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14369-0142064			
FIRST NAME Barbara		LAST NAME Simpson		CO-CUSTOMER FIRST NAME	
CO-CUSTOMER LAST NAME		SSN		CO-CUSTOMER SSN	
DRIVERS LIC./STATE ID. NO.		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.		STREET ADDRESS 230 Red Horizon Ter.	
CO-CUSTOMER STREET ADDRESS		City Henderson		CO-CUSTOMER CITY	
STATE NV		ZIP CODE 89015		CO-CUSTOMER STATE	
CO-CUSTOMER ZIP CODE		HOME PHONE		CO-CUSTOMER HOME PHONE	
DATE OF BIRTH		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)558-6199			
LICENSEE STREET ADDRESS 1210 N. Boulder Hwy, Suite C		LICENSEE CITY Henderson		LICENSEE STATE NV	
LICENSEE ZIP CODE 89011		VEHICLE IDENTIFICATION NUMBER (VIN) 1G8MB35B67Y109382		LICENSE PLATE Temp	
VEHICLE YEAR 2007		VEHICLE MAKE Saturn		VEHICLE MODEL Sky	
COLOR Green					

**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 \$5,020.00 ("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 07/17/2015 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>133.7129 %</b>	<b>\$2,434.83</b>	<b>\$5,020.00</b>	<b>\$7,454.83</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,064.98	1/18/2015 and each 30 days thereafter
1	\$1,064.95	7/17/2015

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	\$5,020.00
1. Amount given to you directly:	\$5,000.00
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 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

Barbara Simpson  
Customer's Signature

12/19/2014  
Date

Cynthia  
Its Authorized Agent

12/19/2014  
Date

\_\_\_\_\_  
Co-Customer's Signature

\_\_\_\_\_  
Date

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Barbara Simpson	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0142064  LOAN AGREEMENT DATE: 12/19/2014 7:29:16 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 04/30/2015 01:41:36 PM	
AMOUNT PAID: \$560.00		AGENT RECEIVING PAYMENT: Crystal Mata	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$560.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$560.00
BALANCE DUE ON LOAN:	\$5,215.48
NEXT SCHEDULED DUE DATE:	5/18/2015

- ☐ 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.

Barbara Simpson  
Printed Name

Barbara Simpson  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Barbara Simpson	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0142064		DATE/TIME OF RECEIPT OF PAYMENT: 03/20/2015 02:05:19 PM	
LOAN AGREEMENT DATE: 12/19/2014 7:29:16 PM		If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$560.00			
AGENT RECEIVING PAYMENT: Crystal Mata			

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$560.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$560.00
BALANCE DUE ON LOAN:	\$5,021.49
NEXT SCHEDULED DUE DATE:	4/18/2015

- ☐ 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.

Barbara Simpson

Printed Name

Barbara Simpson

Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Barbara Simpson
LOAN AGREEMENT IDENTIFICATION NO. 14369-0142064		DATE/TIME OF RECEIPT OF PAYMENT: 02/19/2015 06:00:40 PM
LOAN AGREEMENT DATE: 12/19/2014 7:29:16 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$560.00	AGENT RECEIVING PAYMENT: Crystal Mata	


## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$560.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$560.00
BALANCE DUE ON LOAN:	\$5,048.18
NEXT SCHEDULED DUE DATE:	3/19/2015

- ☐ 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



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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Barbara Simpson
LOAN AGREEMENT IDENTIFICATION NO. 14369-0142064		DATE/TIME OF RECEIPT OF PAYMENT: 01/27/2015 05:45:28 PM
LOAN AGREEMENT DATE: 12/19/2014 7:29:16 PM  If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$552.00	AGENT RECEIVING PAYMENT: Traci Vaught	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$552.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$552.00
BALANCE DUE ON LOAN:	\$5,185.21
NEXT SCHEDULED DUE DATE:	2/17/2015

- ☐ 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.

Barbara Simpson  
Printed Name

BARBARA SIMPSON  
Signature

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

1/27/15

Account Number: 14369-0142064

<b>Customer Name:</b> Barbara Simpson <b>Address:</b> 230 Red Horizon Ter. Henderson, NV 89015  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 1210 N. Boulder Hwy, Suite C Henderson, NV 89011  <b>Vehicle Information:</b> 2007 Saturn Sky 1G8MB35B67Y109382
---	---

**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 12/19/2014 ("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	\$551.70	1/18/2015
2	\$551.70	2/17/2015
3	\$551.70	3/19/2015
4	\$551.70	4/18/2015
5	\$551.70	5/18/2015
6	\$551.70	6/17/2015
7	\$551.70	7/17/2015
8	\$717.14	8/16/2015
9	\$717.14	9/15/2015
10	\$717.14	10/15/2015
11	\$717.14	11/14/2015
12	\$717.14	12/14/2015
13	\$717.14	1/13/2016
14	\$717.16	2/12/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$8,881.90

**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 0.3663% 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.

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

Barbara Simpson 1/27/15  
Customer's Signature Date

Traci Jay 1/27/15  
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 12-19-14	State Issued ID Number	Social Security #	
Last Name Simpson	First Name BARBARA	Middle Name Joyce	
Home 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) 230 Red Horizon Terr			Apt #
City HENDERSON	State NV	Zip 89015	County Clark
Mailing Address (If different from physical address) Same			
City	State	Zip	

## Source of Income

Employer * (Name of Employer)	Employer Address (Street Number & Name)		
City LAS VEGAS	State NV	Zip 89123	Time at Job?
Work Phone #	Title SR Payroll Specialist	Salary	
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 12/06/14	Current and Expected Gross Monthly Income \$6310.15	Gross Monthly Obligations \$2137
*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	Phone #
Address (Street Number & Name)	City Ogden
State UT	Zip 84409
Business	Phone #
City HENDERSON	State NV
Zip 89014	

## Personal References

Name	Address (Street Number & Name)	City OVERTON	State NV	Zip 89040
Relationship To You SON	Phone	Cell		
Name	Address (Street Number & Name)	City LAS VEGAS	State NV	Zip 89143
Relationship To You Daughter	Phone	Cell		
Name	Address (Street Number & Name)	City PAHRUMP	State NV	Zip
Relationship To You SON	Phone	Cell		
Name	Address (Street Number & Name)	City LAS VEGAS	State NV	Zip
Relationship To You Daughter	Phone	Cell		

APP 002227  
ROA 000633

## 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			<div style="border: 1px solid black; border-radius: 50%; width: 60px; height: 60px; margin: 0 auto; display: flex; align-items: center; justify-content: center;"> <b>Saw Store</b> </div>		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 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 a copy of this information to retain for future reference.

APP 002228  
ROA 000634

**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.

Barbara Simpson  
Applicant Signature

12-19-14  
Date

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

\_\_\_\_\_  
Date

APP 002230  
ROA 000636

Page 4 of 4

Affidavit

STATE OF NEVADA

COUNTY OF Clark

Title Loan Agreement No.: 14369-042064  
Date: 12-19-2014

Customer Name: Barbara J. Simpson  
Address: 230 Red Horizon Ter.  
Henderson NV 89015  
Co-Borrower Name:  
Address:

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

1210 N. Boulder Highway #C  
Henderson NV 89011

Vehicle Information: VIN: 1G8MB35B67Y109382  
License Plate State and No: Temp Color: Green Year: 2007 Make: Saturn Model: Sky

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, Barbara J. Simpson, 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: Barbara Simpson

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

APP 002231  
ROA 000637

## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN 1G8MB35B67Y109382	YEAR 2007	MAKE STRN	MODEL SKY	VEHICLE BODY PRD	TITLE NUMBER NV007527226
DATE ISSUED 02/03/2015	ODOMETER MILES 101882	FUEL TYPE G	SALES TAX PD	EMPTY WT.	GROSS WT
VEHICLE COLOR	ODOMETER BRAND ACTUAL MILES				GVWR
				BRANDS	

## OWNER(S) NAME AND ADDRESS

SIMPSON DENNIS OLIVER  
SIMPSON BARBARA J  
230 RED HORIZON TER  
HENDERSON NV 89015-2770

OR

## LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA DBA TITLEMAX  
1210 N. BOULDER HIGHWAY C  
HENDERSON NV 89011

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.

23842800

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

STATE OF NEVADA

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 002232  
ROA 000638

## Contact Information

12/22/2014

Company: Titlemax (314391)  
 Contact: Laura Farris  
 E-Mail: Laura.farris@titlemax.biz

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2007 Saturn Sky Base 2D Roadster

MSRP: \$24,725	VIN: 1G8MB35B67Y109382	Adj. State: National
Fin Adv: \$7,350	UVC: 2007820031	Mileage: 0
Equip Ret: \$27,370	MPG: 20/28	Mileage Cat: C
Tire Size: 245/45R18	Weight: 2860	Cylinders: 4
Base HP: 177 @ 6600	Fuel Type: Gas	Transmission: A
Taxable HP: 20.1	Wheelbase: 95.1	Drive Train: RWD
Model Number: ZMB67	End of Term Months: 0	End of Term Mileage: 0
Price Includes: AT AC		

## Wholesale Black Book values as of 12/22/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$7,450	\$5,900	\$4,450
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$7,450	\$5,900	\$4,450

## Trade In Black Book values as of 12/22/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$7,605	\$6,055	\$4,225
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$7,605	\$6,055	\$4,225

## Retail Black Book values as of 12/22/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$9,900	\$7,975	\$6,075
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$9,900	\$7,975	\$6,075

## Residual Black Book values as of 12/22/2014

	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

Chrome Wheels +150  
 Leather +400

APP 002233  
 ROA 000639

### Ability to Pay Summary

Loan Number	14369-0142064
Customer Name	Barbara Simpson
Is Customer a Covered Borrower	No
Requested Loan Amount	\$5,000.00
Title Fee	\$20
MLV Amount	\$5,000
Gross Monthly Income	\$6,310.00
Current and Expected Monthly Obligations	\$2,137.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	Multi-Car
Residual Monthly Income	\$4,173.00

210 INSTALLMENT RATE 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	\$	5,020
Interest Rate		10.99%
Max Cash to Customer Amount	\$	5,000.00
Actual Cash to Customer Amount	\$	5,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	5,020

Amortized Loan Payment	\$1,064.98
Total Payback Amount	\$7,454.84
Minimum Payment to Extend	\$551.70
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$717.14

### CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 10.99%

APP 002234  
ROA 000640

# Cash Advance Snapshot Report

Filter ( Location: 14369 Loan: 14369-0142064 Ordered by Date)

Tm Henderson Nv #3  
1210 N. Boulder Hwy, Suite  
Henderson, NV 89011  
(702)558-6199

12/19/2014

12/19/2014										
ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's	
14369-0142064	12/19/2014	Simpson, Barbara J.	A3	\$7,454.83	\$5,020.00	\$2,427.48	\$2,232.00	\$5,215.48	0	
Transaction #	Type	Trans. Date	New Due Date	Pro?	Rev?	Principal	Fees	Amt Paid	Due	
14369-0142064-1	NEL	12/19/2014 7:		X	-	\$5,020.00	\$0.00	\$0.00	\$5,020.00	
14369-0142064-2	FEE	1/18/2015		X	-	\$0.00	\$551.70	\$0.00	\$551.70	
14369-0142064-3	LOG	1/19/2015 9:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-4	LOG	1/19/2015 4:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-5	LOG	1/20/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-6	LOG	1/21/2015 10:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-7	LOG	1/22/2015 2:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-8	LOG	1/22/2015 4:0		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-9	LOG	1/22/2015 5:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-10	LOG	1/23/2015 6:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-11	LOG	1/26/2015 10:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-12	LOG	1/26/2015 12:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-13	LOG	1/27/2015 5:0		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-14	PMT	1/27/2015 5:4	2/17/2015	X	-	\$0.00	\$165.51	\$552.00	(\$386.49)	
14369-0142064-15	LOG	1/27/2015 5:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-16	LOG	1/27/2015 5:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-17	FEE	2/17/2015 7:1		X	-	\$0.00	\$386.19	\$0.00	\$386.19	
14369-0142064-18	LOG	2/18/2015 9:0		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-19	PMT	2/19/2015 6:0	3/19/2015	X	-	\$0.00	\$36.78	\$560.00	(\$523.22)	
14369-0142064-20	LOG	3/19/2015 4:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-21	FEE	3/19/2015 7:2		X	-	\$0.00	\$514.92	\$0.00	\$514.92	
14369-0142064-22	PMT	3/20/2015 2:0	4/18/2015	X	-	\$0.00	\$18.39	\$560.00	(\$541.61)	
14369-0142064-23	FEE	4/18/2015 4:2		X	-	\$0.00	\$533.31	\$0.00	\$533.31	
14369-0142064-24	LOG	4/20/2015 1:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-25	LOG	4/21/2015 12:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0142064-26	PMT	4/30/2015 1:4	5/18/2015	X	-	\$0.00	\$220.68	\$560.00	(\$339.32)	
14369-0142064 Totals:		1				\$5,020.00	\$2,427.48	\$2,232.00	\$5,215.48	0
12/19/2014 Totals: 1 \$7,454.83 \$5,020.00 \$2,427.48 \$2,232.00 \$5,215.48 0										

**A - 22**

## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/4/2015

Licensee Address: 1210 N BOULDER HWY BLDG C HENDERSIN NV 89011

Exam as of: 5/4/2015

Borrower Name &amp;

Address: Derrick Soltero, 476 Punto Vallata Drive, Henderson, NV 89011

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?
14369-0134959	11/12/2014	\$7,020.00	6/10/2015	\$3,404.89	6&1	1489.27/1489.27	133.71%	YES

Loan Type:	Deferred Deposit	High-Int Loans	Title Loans	Purpose of loan: N/A
	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	

Is the loan secured? **YES** If so, what is the collateral? 2007 Audi A4 If secured by a vehicle title, is it filed and perfected? **YES**

What is the borrower's expected gross monthly income? \$10,000 Was the borrower's income verified? **YES** Payout ☐ 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: \$13,025.00

NRS 604A.450(1)

(Applies to Title Loans Only) Does the original term of the title loan exceed 30 days? **N/A**

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)? **N/A**

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)? **N/A**

Is the loan a collection account? **N/A** Has the loan been extended or renewed? **N/A** 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:

Title Loan Active

Violation: 604.445, .210 GPA = 12420.00 Orig = 10424.89



# Title Loan Agreement

Date: 11/12/2014

Number: 14369-0134959

<b>Customer &amp; Co-Customer Information</b>		<b>ACCOUNT NUMBER:</b> 14369-0134959			
FIRST NAME Derrick		LAST NAME Soltero		CO-CUSTOMER FIRST NAME	
				CO-CUSTOMER LAST NAME	
DRIVERS LIC./STATE ID. NO. NO.		CO-CUSTOMER SSN		CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.	
STREET ADDRESS 476 Punto Vallata Dr		CO-CUSTOMER STREET ADDRESS			
City Henderson	STATE NV	ZIP CODE 89011	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 (702)558-6199			
LICENSEE STREET ADDRESS 1210 N. Boulder Hwy, Suite C		LICENSEE CITY Henderson		LICENSEE STATE NV	LICENSEE ZIP CODE 89011
VEHICLE IDENTIFICATION NUMBER (VIN) WAUAF48H87K018276		LICENSE PLATE			
VEHICLE YEAR 2007	VEHICLE MAKE AUDI	VEHICLE MODEL A4 CABRIOL	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 \$7,020.00 ("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 06/10/2015 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>133.7129 %</b>	<b>\$3,404.89</b>	<b>\$7,020.00</b>	<b>\$10,424.89</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$1,489.27	12/12/2014 and each 30 days thereafter
1	\$1,489.27	6/10/2015

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	\$7,020.00
1. Amount given to you directly:	\$7,000.00
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

APP 002239  
 TM, TB, NV Installment loan agreement.2.04.2014  
 ROA 000645

**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 (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 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.

APR 002241 Page 4 of 5  
T.M.T.B. NV Installment Loan Agreement 2.04.2014  
ROA 000647

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

11-12-14  
Date

  
Its Authorized Agent

11-12-14  
Date

\_\_\_\_\_  
Co-Customer's Signature

\_\_\_\_\_  
Date

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


NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Derrick Soltero
LOAN AGREEMENT IDENTIFICATION NO. 14369-0134959		DATE/TIME OF RECEIPT OF PAYMENT: 03/23/2015 03:13:34 PM
LOAN AGREEMENT DATE: 11/12/2014 2:13:12 PM		
If you have multiple loans, this payment was applied to the loan number identified above.		
AMOUNT PAID: \$800.00	AGENT RECEIVING PAYMENT: Michael Burton	


## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$611.15
INTEREST PAID:	\$188.85
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$800.00
BALANCE DUE ON LOAN:	\$6,408.85
NEXT SCHEDULED DUE DATE:	5/11/2015

- ☐ 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.

  
Printed Name

  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Derrick Soltero
LOAN AGREEMENT IDENTIFICATION NO. 14369-0134959  LOAN AGREEMENT DATE: 11/12/2014 2:13:12 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 03:05:28 PM
AMOUNT PAID: \$800.00	AGENT RECEIVING PAYMENT: Michael Burton	

## TODAY'S PAYMENT ITEMIZATION


PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$800.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$800.00
BALANCE DUE ON LOAN:	\$7,208.85
NEXT SCHEDULED DUE DATE:	4/11/2015

- ☐ 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.

Derrick Soltero

Printed Name

  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Derrick Soltero
LOAN AGREEMENT IDENTIFICATION NO. 14369-0134959  LOAN AGREEMENT DATE: 11/12/2014 2:13:12 PM  If you have multiple loans, this payment was applied to the loan number identified above.		DATE/TIME OF RECEIPT OF PAYMENT: 02/18/2015 03:18:26 PM
AMOUNT PAID: \$800.00	AGENT RECEIVING PAYMENT: Michael Burton	

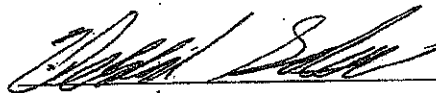
## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$800.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$800.00
BALANCE DUE ON LOAN:	\$7,160.21
NEXT SCHEDULED DUE DATE:	3/12/2015

- ☐ 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



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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Derrick Soltero	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0134959		DATE/TIME OF RECEIPT OF PAYMENT: 01/19/2015 10:39:13 AM	
LOAN AGREEMENT DATE: 11/12/2014 2:13:12 PM			
If you have multiple loans, this payment was applied to the loan number identified above.			
AMOUNT PAID: \$800.00		AGENT RECEIVING PAYMENT: Michael Burton	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$800.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$800.00
BALANCE DUE ON LOAN:	\$7,188.72
NEXT SCHEDULED DUE DATE:	2/10/2015

- ☐ 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.

Derrick Soltero  
Printed Name

[Signature]  
Signature

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

NAME AND ADDRESS OF THE LICENSEE: Tm Henderson Nv #3 1210 N. Boulder Hwy, Suite C Henderson, NV 89011		PAYMENT MADE ON BEHALF OF OR BY: Derrick Soltero	
LOAN AGREEMENT IDENTIFICATION NO. 14369-0134959		DATE/TIME OF RECEIPT OF PAYMENT: 12/17/2014 03:35:29 PM	
LOAN AGREEMENT DATE: 11/12/2014 2:13:12 PM		If you have multiple loans, this payment was applied to the loan number identified above.	
AMOUNT PAID: \$780.00		AGENT RECEIVING PAYMENT: Crystal Mata	

## TODAY'S PAYMENT ITEMIZATION

PRINCIPAL PAID:	\$0.00
INTEREST PAID:	\$780.00
CHARGES PAID:	\$0.00
FEES PAID:	\$0.00
TOTAL AMOUNT PAID TODAY:	\$780.00
BALANCE DUE ON LOAN:	\$7,140.08
NEXT SCHEDULED DUE DATE:	1/11/2015

- ☐ 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.

  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

## GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date:

Account Number: 14369-0134959

<b>Customer Name:</b> Derrick Soltero <b>Address:</b> 476 Punto Vallata Dr Henderson, NV 89011  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 1210 N. Boulder Hwy, Suite C Henderson, NV 89011  <b>Vehicle Information:</b> 2007 AUDI A4 CABRIOL WAUAF48H87K018276
---	--

**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 11/12/2014 ("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	\$771.50	12/12/2014
2	\$771.50	1/11/2015
3	\$771.50	2/10/2015
4	\$771.50	3/12/2015
5	\$771.50	4/11/2015
6	\$771.50	5/11/2015
7	\$771.50	6/10/2015
8	\$1,002.86	7/10/2015
9	\$1,002.86	8/9/2015
10	\$1,002.86	9/8/2015
11	\$1,002.86	10/8/2015
12	\$1,002.86	11/7/2015
13	\$1,002.86	12/7/2015
14	\$1,002.84	1/6/2016
The total amount paid after making all payments under the under the terms of the Grace Period Payments Deferment Agreement:		\$12,420.50

**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 0.3663% 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.

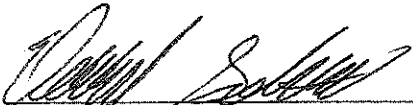
**Governing Law and Assignment.** Nevada law governs the Loan Agreement and this Grace Period Payments Deferment Agreement, except the Federal Arbitration Act ("FAA") governs the Waiver of Jury Trial and Arbitration Provision. We may assign or transfer the Loan Agreement and Grace Period Payments Deferment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


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

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      2-18-15  
Date

 **BURTON** 2/18/15  
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	11-12-14	State Issued ID Number	[REDACTED]	Date of Birth	[REDACTED]	Social Security #	[REDACTED]
Last Name	Soltero	First Name	Derrick	Middle Name	Samuel		
Home Phone	[REDACTED]	Cell Phone	[REDACTED]	Email Address (optional)††	[REDACTED]		
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)							
476 Ponte Vallata Dr						Apt #	
City		Henderson		State	NV	Zip	89011
County		USA					
Mailing Address (if different from physical address)							
City				State		Zip	

## Source of Income

Employer* (Source of Income)	Self-employed			Employer Address (Street Number & Name)	[REDACTED]		
City	Henderson	State	NV	Zip	89011	Time at Job?	
Work Phone #	[REDACTED]	Title	Owner	Supervisor	[REDACTED]		
Pay Frequency: (check one) <input checked="" 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 Gross Monthly Income	Gross Monthly Obligations	Net Income
				15 <sup>th</sup>	\$10,000	\$3500	[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: <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]	City	Henderson
		State	NV
		Zip	89011
Business Name	[REDACTED]	Phone #	[REDACTED]
Address (Street Number & Name)	[REDACTED]	City	[REDACTED]
		State	NV
		Zip	89012

## Personal References

Name	[REDACTED]	Address (Street Number & Name)	[REDACTED]	City	Las Vegas	State	NV	Zip	89122
Relationship To You	Dad	Phone	102	Cell	[REDACTED]				
Name	[REDACTED]	Address (Street Number & Name)	[REDACTED]	City	Las Vegas	State	NV	Zip	89104
Relationship To You	Brother	Phone	[REDACTED]	Cell	[REDACTED]				
Name	[REDACTED]	Address (Street Number & Name)	[REDACTED]	City	Kenath	State	WA	Zip	98031
Relationship To You	Cousin	Phone	[REDACTED]	Cell	[REDACTED]				
Name	[REDACTED]	Address (Street Number & Name)	[REDACTED]	City	Las Vegas	State	NV	Zip	89011
Relationship To You	Wife	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 checked="" type="checkbox"/> no												
How did you hear about us? (Circle one.)												
Friend/Referral		Name of referrer? <u>Google</u>			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.

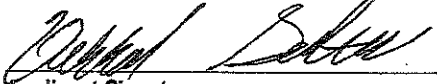
#### **Ability to Repay Verification.**

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:**

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

11-12-14  
Date

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

\_\_\_\_\_  
Date

Affidavit

STATE OF NEVADA

COUNTY OF Clark

Title Loan Agreement No.: 14369-012  
Date: 11-12-2014

Customer Name: **DERRICK SAMUEL SOLTERO**  
Address: **476 PUNTO VALLATA DR**  
**HENDERSON, NV 89011**  
Co-Borrower Name:  
Address:

Licensee Name: TitleMax of Nevada, Inc. d/b/a Titlmax  
Address:  
**1210 N Boulder HWY Suite C**  
**Henderson NV 89011**

Vehicle Information: VIN: **WAUAF48H87K018276**  
License Plate State and No: **KOM4** Color: **WHITE** Year: **2007** Make: **AUDI** Model: **A4 CABRIOL**

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, DERRICK SAMUEL SOLTERO, 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: \_\_\_\_\_

## STATE OF NEVADA

DEPARTMENT OF MOTOR VEHICLES

## CERTIFICATE OF TITLE

VIN	YEAR	MAKE	MODEL	VEHICLE BODY	TITLE NUMBER
WAUAF48H87K018276	2007	AUDI	A4 CABRIO	PCV	NV007409699
DATE ISSUED	ODOMETER MILES	FUEL TYPE	SALES TAX PD	EMPTY WT	GROSS WT
12/04/2014	59159	G		3759	GVWR
VEHICLE COLOR	ODOMETER BRAND			BRANDS	
	ACTUAL MILES				

OWNER(S) NAME AND ADDRESS  
SOLTERO DERRICK SAMUEL  
476 PUNTO VALLATA DR  
HENDERSON NV 89011 0845

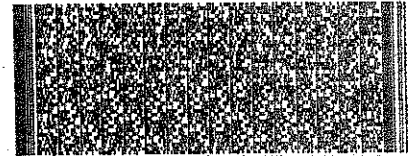
## LIENHOLDER NAME AND ADDRESS

TITLEMAX OF NEVADA  
1210 N BOULDER HWY - C  
HENDERSON NV 89011

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 \_\_\_\_\_

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.

Address _____	City _____	State _____	Zip Code _____
<input type="checkbox"/> NO TENTHS			
<input type="checkbox"/> The mileage stated is in excess of its mechanical limits.			
<input type="checkbox"/> The odometer reading is not the actual mileage. WARNING: ODOMETER DISCREPANCY.			
<input type="checkbox"/> 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.

22865130

(THIS IS NOT A TITLE NO.)

VP-2 (Rev. 8/10)

STATE OF NEVADA

ALTERATION OR ERASURE VOIDS THIS TITLE

APP 002257  
ROA 000663

## Contact Information

11/12/2014

Company: Titlemax (314391)  
 Contact: Laura Farris  
 E-Mail: Laura.farris@titlemax.biz

Telephone: 404-542-6618  
 Fax:

## Notes

## Vehicle Info For 2007 Audi A4 Base 2D Cabriolet 2.0

MSRP: \$39,100	VIN: WAUAF48H87K018276	Adj. State: National
Fin Adv: \$10,100	UVC: 2007080127	Mileage: 0
Equip Ret: \$44,286	MPG: 24/32	Mileage Cat: C
Tire Size: 215/55R16	Weight: 3759	Cylinders: 4
Base HP: 200 @ 6000	Fuel Type: Gas	Transmission: A
Taxable HP: 16.9	Wheelbase: 104.3	Drive Train: FWD
Model Number: 8HESEH	End of Term 0	End of Term 0
Price Includes: AT AC	Months:	Mileage:

## Wholesale Black Book values as of 11/12/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$10,250	\$8,600	\$6,500
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$10,250	\$8,600	\$6,500

## Trade In Black Book values as of 11/12/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$10,415	\$8,765	\$6,175
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$10,415	\$8,765	\$6,175

## Retail Black Book values as of 11/12/2014

	X-CL	Clean	Average	Rough
Base	N/A	\$13,025	\$11,025	\$8,375
Options	N/A	\$0	\$0	\$0
Mileage	N/A	N/A	N/A	N/A
Region	N/A	\$0	\$0	\$0
Total	N/A	\$13,025	\$11,025	\$8,375

## Residual Black Book values as of 11/12/2014

	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

Navigation System +250

### Ability to Pay Summary

Loan Number	14369-0134959
Customer Name	Derrick Soltero
Is Customer a Covered Borrower	No
Requested Loan Amount	\$7,000.00
Title Fee	\$20
MLV Amount	\$10,000
Gross Monthly Income	\$10,000.00
Current and Expected Monthly Obligations	\$3,500.00
Other TitleMax Loan Payment	\$0.00
Rate Match/Rate for Other TitleMax Loan	
Add-On to Current Loan or Multi-Car	
Residual Monthly Income	\$6,500.00

210 INSTALLMENT RATE 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	\$	7,020
Vehicle Value - Max. Loan Amount Inc. Title Fee	\$	10,020
Interest Rate		10.99%
Max Cash to Customer Amount	\$	7,000.00
Actual Cash to Customer Amount	\$	7,000.00
Title Fee Amount	\$	20
Total Loan Amount	\$	7,020

Amortized Loan Payment	\$1,489.27
Total Payback Amount	\$10,424.89
Minimum Payment to Extend	\$771.50
Grace Period Plan # of Months (0% Interest)	7
Grace Period Plan Payment (0%)	\$1,002.86

### CHOOSE THIS CASHWISE LOAN TYPE

NV 210 Day Multi-Car 10.99%

# Cash Advance Snapshot Report

Filter ( Location: 14369 Loan: 14369-0134959 Ordered by Date)

Tm Henderson Nv #3  
1210 N. Boulder Hwy, Suite  
Henderson, NV 89011  
(702)558-6199

11/12/2014

ID #	Orig. Date	Customer Name	Type	Coll. Value	Advanced	Fees.	Paid	Amt. Due	EXT's	
14369-0134959	11/12/2014	Soltero, Derrick S	A3	\$10,424.89	\$7,020.00	\$3,814.93	\$3,980.00	\$6,854.93	0	
Transaction #	Type	Trans. Date	New Due Date	Pro?	Rev?	Principal	Fees	Amt Paid	Due	
14369-0134959-1	NEL	11/12/2014 2:		X	-	\$7,020.00	\$0.00	\$0.00	\$7,020.00	
14369-0134959-2	FEE	12/12/2014 8:		X	-	\$0.00	\$771.50	\$0.00	\$771.50	
14369-0134959-3	LOG	12/15/2014 1		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-4	LOG	12/16/2014 9:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-5	PMT	12/17/2014 3:	1/11/2015	X	-	\$0.00	\$128.58	\$780.00	(\$651.42)	
14369-0134959-6	FEE	1/11/2015		X	-	\$0.00	\$642.91	\$0.00	\$642.91	
14369-0134959-7	LOG	1/12/2015 6:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-8	LOG	1/12/2015 6:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-9	LOG	1/19/2015 10:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-10	PMT	1/19/2015 10:	2/10/2015	X	-	\$0.00	\$205.73	\$800.00	(\$594.27)	
14369-0134959-11	LOG	2/10/2015 6:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-12	FEE	2/10/2015 6:5		X	-	\$0.00	\$565.76	\$0.00	\$565.76	
14369-0134959-13	LOG	2/11/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-14	LOG	2/11/2015 7:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-15	LOG	2/12/2015 12:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-16	LOG	2/12/2015 6:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-17	LOG	2/13/2015 4:2		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-18	LOG	2/17/2015 6:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-19	PMT	2/18/2015 3:1	3/12/2015	X	-	\$0.00	\$205.73	\$800.00	(\$594.27)	
14369-0134959-20	FEE	3/12/2015 7:3		X	-	\$0.00	\$565.76	\$0.00	\$565.76	
14369-0134959-21	LOG	3/13/2015 9:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-22	LOG	3/13/2015 6:1		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-23	LOG	3/14/2015 3:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-24	LOG	3/16/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-25	LOG	3/16/2015 6:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-26	LOG	3/17/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-27	LOG	3/17/2015 5:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-28	LOG	3/18/2015 9:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-29	LOG	3/18/2015 7:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-30	LOG	3/19/2015 10:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-31	LOG	3/19/2015 10:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-32	LOG	3/19/2015 4:0		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-33	LOG	3/19/2015 6:4		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-34	LOG	3/20/2015 1:5		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-35	LOG	3/20/2015 6:3		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-36	LOG	3/21/2015 11:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-37	LOG	3/23/2015 10:		X	-	\$0.00	\$0.00	\$0.00	\$0.00	
14369-0134959-38	PMT	3/23/2015 3:0	4/11/2015	X	-	\$0.00	\$282.88	\$800.00	(\$517.12)	
14369-0134959-39	PMT	3/23/2015 3:1	5/11/2015	X	-	(\$611.15)	\$0.00	\$800.00	(\$800.00)	
14369-0134959-40	FEE	4/11/2015 4:5		X	-	\$0.00	\$446.08	\$0.00	\$446.08	
14369-0134959 Totals:		1				\$6,408.85	\$3,814.93	\$3,980.00	\$6,854.93	0
11/12/2014 Totals:		1				\$10,424.89	\$6,408.85	\$3,814.93	\$3,980.00	\$6,854.93

**A - 23**



## 604A LOAN REVIEW WORKSHEET

Licensee Name &amp;

DBA: TITLEMAX OF NEVADA INC. DBA TITLEMAX

Exam Start

Date: 5/22/2015

Licensee Address: 1225 E CHARLESTON BLVD LAS VEGAS NV 89104

Exam as of: 5/4/2015

Borrower Name &amp;

Address: LISSA RASMUSSEN

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?
12269-0134093	11/6/2014	\$3,000.00	6/4/2015	\$145.88	6&1	657.14/657.12	145.88%	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 TOYT RAV4 If secured by a vehicle title, is it filed and perfected? YES

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

(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:

\$7,300.00

(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 (2)?

YES

Is the loan a collection account?

Has the loan been extended or renewed?

How many times?

Are receipts filed?

VIOLATIONS/ TECHNICAL EXCEPTIONS/ OTHER COMMENTS:

NRS 604A.445 NRS 604A.210 GRAXCE PERIOD AGREEMENT

Revised 10-15-2008

Confidential

APP 002262  
ROA 000668

## Title Loan Agreement

Date: 11/6/2014

Number: 12269-0134093

<b>Customer &amp; Co-Customer Information</b>			ACCOUNT NUMBER: 12269-0134093		
FIRST NAME Lisa	LAST NAME Rasmussen	CO-CUSTOMER FIRST NAME		CO-CUSTOMER LAST NAME	
[REDACTED]		CO-CUSTOMER SSN	CO-CUSTOMER'S DRIVERS LIC./STATE ID. NO.		
STREET ADDRESS 10222 Country Flats Lane			CO-CUSTOMER STREET ADDRESS		
City N Las Vegas	STATE NV	ZIP CODE 89135	CO-CUSTOMER CITY	CO-CUSTOMER STATE	CO-CUSTOMER ZIP CODE
[REDACTED]		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)382-1002			
LICENSEE STREET ADDRESS 1225 E. Charleston Blvd.		LICENSEE CITY Las Vegas	LICENSEE STATE NV	LICENSEE ZIP CODE 89104	
VEHICLE IDENTIFICATION NUMBER (VIN) JTM BK32V276013191		LICENSE PLATE 9600			
VEHICLE YEAR 2007	VEHICLE MAKE Toyota	VEHICLE MODEL Rav4	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 \$3,000.00 ("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 0.3997% from the date of this Loan Agreement until 06/04/2015 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>	<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>145.8783 %</b>	<b>\$1,600.01</b>	<b>\$3,000.00</b>	<b>\$4,600.01</b>

Your payment schedule will be:

Number of Payments	Amount of Payments	When Payments are Due
6	\$657.14	12/6/2014 and each 30 days thereafter
1	\$657.17	6/4/2015

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 \$3,000.00

1. Amount given to you directly: \$3,000.00
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.

**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.

APP 002265  
ROA 000671

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.

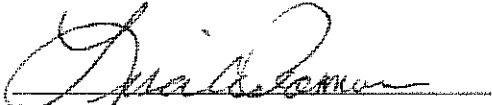
8. This Arbitration Provision is binding upon and benefits you, your respective heirs, successors and assigns. The Arbitration Provision is binding upon and benefits us, our successors and assigns, and related third parties. The Arbitration Provision continues in full force and effect, even if your obligations 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

11/6/14  
Date

  
Its Authorized Agent

11/6/14  
Date

Co-Customer's Signature

Date

# GRACE PERIOD PAYMENTS DEFERMENT AGREEMENT

Date: 12/3/14

Account Number: 12269-0134093

<b>Customer Name:</b> Lisa Rasmussen <b>Address:</b> 10222 Country Flats Lane N Las Vegas, NV 89135  <b>Co-Borrower Name:</b>  <b>Address:</b>	<b>Licensee Name:</b> TitleMax of Nevada, Inc. d/b/a TitleMax <b>Address:</b> 1225 E. Charleston Blvd Las Vegas, NV 89104  <b>Vehicle Information:</b> 2007 Toyota Rav4 JTMBK32V276013191
--	---

**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 11/06/2014 ("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.